

**Residential Commercial Industrial**

**Employee Handbook**



Dear Employee;

We are very happy to welcome you to C.L. Linfoot Co. Thank you for joining us! We want you to feel that your association with C.L. Linfoot Co. will be a mutually beneficial and pleasant one.

You have joined an organization that has established an outstanding reputation for quality services. Credit for this goes to every one of our employees. We hope you, too, will find satisfaction and take pride in your work here.

This Handbook provides answers to some of the questions you may have about C.L. Linfoot Company’s present benefits, policies and procedures. The Handbook is intended to be a guide to C.L. Linfoot Policies. However, the Company must reserve the right in its sole discretion to modify or to not follow these policies and procedures should that be necessary.

If anything is unclear, please discuss the matter with myself. You are responsible for reading and understanding this Employee Manual and will reflect your adherence to C.L. Linfoot Company’s policies. In addition to clarifying responsibilities, we hope this Handbook also gives you an indication of C.L. Linfoot Company’s interest in the welfare of all who work here.

From time to time, the information included in our Employee Handbook may change. We will attempt to keep you informed through postings on the Company bulletin boards and/or notices sent directly to you in-house.

Compensation and personal satisfaction gained from doing a job well are only some of the reasons most people work. Most likely, many other factors count among your reasons for working – pleasant relationships and working conditions; career development; promotion opportunities; and, health benefits are just a few. C.L. Linfoot Co. is committed to doing its part to assure you of a satisfying work experience.

I extend to you my personal best wishes for your success and happiness at C.L. Linfoot Co.

Sincerely,

Dan Mulroy

President, C.L. Linfoot Co.



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EMPLOYEE ACKNOWLEDGMENT AND AGREEMENT

**Receipt of Policies.** I acknowledge having received the following from my Employer:

C.L. Linfoot Co.’s “Employee Handbook” (12/20/2019)

**Purpose of Handbook.** I understand the Employee Handbook was prepared to assist me in understanding important information about C.L. Linfoot Co. (sometimes referred to as “the Employer”, or “the Company” in this Handbook) and to become acquainted with the Company. I understand that I am responsible to read and comply with the policies in the Employee Handbook and any revisions made to it.

**Acknowledgement of Reading Equal Employment Opportunity Policies.** I acknowledge that prior to my signing this acknowledgement, I have in fact read, reviewed, and understand the Equal Employment Opportunity Policies of the Company as set forth in the Employee Handbook. I acknowledge that these policies prohibit discrimination, harassment, and retaliation, and they require reporting of any such conduct to the Company EEO Officers. I understand that I am responsible to comply with these policies and any revisions made to them.

**Changes to Employee Handbook.** I understand the Employee Handbook supersedes and revokes all prior handbooks, manuals or policies addressing any of the matters contained in the Handbook. I also acknowledge that the Company may need to and can make changes to the policies, rules, benefits and procedures contained in the Handbook at any time in whole or in part, with or without prior notice to me.

**At-Will Employment/No Contract.** I understand that I have voluntarily entered into an employment relationship with the Company and that relationship is one of “at-will” employment. I acknowledge that this means I am free to end my employment with the Company at any time for any reason with or without notice. I also understand that the Company may also, at any time, decide to end my employment or change my wages or benefits or other terms of employment, for any lawful reason, with or without prior discipline or notice. I acknowledge that the Employee Handbook is not a contract and is not intended to create a promise or guarantee of employment or of future employment benefits. I understand that any change to an employee’s at-will status can only be made in a separate writing, signed by the President. I understand that oral promises or changes to an employee’s at-will status are not enforceable against the Company.

**Confidentiality Obligation.** I understand that during my employment I may have access to and/or become familiar with information and things of special and unique nature and value that The Company desires and requires be held confidential. I understand that such Confidential Information includes, but is not limited to, such matters as the Company’s customer lists; accounts; trade secrets; procedures; manuals and handbooks; financial cost and sales data; supply sources and resources; contracts; price lists; accounting and bookkeeping practices; office policies and practices; financial information; equipment lists; marketing plans; business plans; prospect names and lists; existing and potential business opportunities; customer needs for the Company’s products and services; litigation and other legal matters; computer and electronic data and programs; methods, techniques, and processes; bidding methods and information; and production know-how. Confidential Information includes all information whether it is in print, audio, or electronic format, on computer disc, hard drive, tape, or otherwise. I understand and agree that I will not while employed by the Company or after my employment ends, disclose any of the Company’s Confidential Information which I may have learned of or acquired during my employment to any other person or entity or use such Confidential Information for my own personal benefit or for the benefit of another. I acknowledge and agree that such Confidential Information should not be revealed to anyone who does not need it in the course of performing my employment duties for the Company. I agree that I shall, immediately upon my termination, voluntary or involuntary, or resignation from employment for any reason deliver and return to the Company all Confidential Information and documents and other data and items, whether on computer discs, hard drives, or tapes or otherwise, including all copies thereof, in my possession or control that belong to the Company. I also agree that if I violate the terms of this confidentiality agreement, the Company may seek, among other remedies, injunctive relief, or any other remedies as allowed at law, in equity, or under the terms of this agreement.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CAREFULLY READ**  Employee Signature

**BEFORE SIGNING**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print employee’s name

# INTRODUCTION

This handbook has been prepared to assist employees in understanding important information about C.L. Linfoot (“Company”). Each Company employee is responsible for reading and complying with the policies in this Handbook and revisions made to it.

**Disclaimer.** *This Handbook is not a contract. It does not guarantee any person continued employment or any benefits. All employees of the Company are employed at-will. That means that either the employee or the employer has the freedom to end the employment whenever they choose for any lawful reason. The Company has the right in its sole discretion to depart from or change any benefit or policy contained in this Handbook*, *except that changes to an employee’s at-will status may only be made in a separate writing, signed by the President. Oral promises or changes to an employee’s at-will status are not enforceable against the Company.*

When questions arise which are not answered in this Handbook, the employee must seek out their supervisors for assistance.

In order to provide effective administration and supervision of personnel, it is necessary to modify policies and procedures as needed; therefore, the Company makes no promises about the duration of the contents of this Handbook. The Company reserves the right to change the policies, rules, benefits and procedures contained herein at any time in whole or in part, with or without prior notice.

This Handbook supersedes and revokes all prior handbooks, manuals or policies addressing any of the matters contained herein.

Each employee will be asked to sign an Employee Acknowledgment and Agreement stating that they received this Handbook; stating that they personally reviewed and understand prior to signing the acknowledgement the Equal Employment Opportunity Policies of the Company as set forth in this Handbook; and stating that they agree to be responsible to read and comply with the policies in this Handbook and any revisions made to it. An Employee’s refusal or failure to sign the Employee Acknowledgment and Agreement or to read the entire Employee Handbook does not change the expectation that the employee will follow the Company’s policies and procedures, including those contained in the Handbook and applicable local, state and federal law, and regulations while employed by the Company.

This Handbook is the property of the Company and is intended for use by the Company, its managers and supervisors and its employees. It contains confidential information, Trade Secrets and Proprietary Information. The Handbook may not be duplicated or replicated in any way without the prior written approval of the Company and it must be returned to the Company when the employee’s employment ends.

# Equal Employment Opportunity Policies.

# General Policy Statements. It is the policy of the Company to provide equal opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of federal, state and local governing agencies thereof. Employment discrimination and harassment, which includes sexual harassment, are prohibited by Federal and State law and will not be tolerated. All Company employees are responsible for understanding, adhering to and strictly enforcing these Equal Employment Opportunity Policies.

# Summary Statement of Affirmative Action Policies and Programs. The Company has undertaken affirmative actions to maintain the existence of Equal Employment Opportunity and the continued absence of discrimination throughout the Company. The Company is committed to a policy of taking affirmative action to employ and advance in employment qualified minority group individuals, qualified females, qualified covered veterans, and qualified individuals with disabilities. Such affirmative action shall apply to all employment practices, including, but not limited to, hiring, placement, advertising or solicitation of employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, selection, layoff, call back, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Decisions related to personnel policies and practices shall be made on the basis of an individual’s capacity to perform a particular job and the feasibility of any necessary job accommodation. Written copies of the Company’s Affirmative Action Programs are available for inspection by any employee or applicant for employment, during normal business hours. Interested persons should contact the Company’s EEO Officer(s) for assistance: C.L. Linfoot Co., 4805 DeMers Avenue, Grand Forks, North Dakota 58201 (701-775-3961).

# Discrimination Prohibited. The Company and its employees will not discriminate against or harass any employee or applicant for employment because of race, color, sex, religion, national origin, disability, pregnancy, genetic information, status as a protected veteran, age, marital status, creed, status with regard to public assistance, a person’s membership in or obligation to perform service for any of the Uniformed Services of the United States, or any other characteristic protected under local, state or federal statute, ordinance, or regulation. Prohibited discriminatory practices also include prohibition retaliating against an individual for opposing discriminatory practices, for filing a charge of discrimination, or for participating in an investigation of a charge of discrimination. There will be zero tolerance for any kind of employment discrimination or harassment. Strict sanctions, which include, but are not limited to termination, will be imposed on anyone found in violation of this policy.

# This policy extends beyond the mere offer of an opportunity of employment. The Company’s Equal Employment Opportunity Policies include the development of affirmative programs and activity to ensure that all employment practices are free of discrimination or harassment. This policy also refers and applies to all employment activities, including, but not limited to, hiring, placement, advertising or solicitation of employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, selection, layoff, call back, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

# Harassment, Intimidation And Coercion Prohibited. It is the policy of the Company that any form of harassment, intimidation, and coercion based upon race, color, sex, religion, national origin, disability, pregnancy, genetic information, status as a protected veteran, age, marital status, creed, status with regard to public assistance, a person’s membership in or obligation to perform service for any of the Uniformed Services of the United States, or any other characteristic protected under local, state or federal statute, ordinance, or regulation in the Company’s business operations is expressly prohibited.

Prohibited harassment, intimidation, and coercion includes verbal, visual, electronic communication, or physical conduct that belittles mocks or shows hostility toward an individual because of a characteristic protected under the law, especially when that prohibited misconduct:

1. Has the purpose or effect of creating an intimidating, hostile, or offensive work environment, or unreasonably interferes with an individual’s work performance; or
2. Otherwise adversely affects an individual’s employment opportunities.

Strict sanctions, which include, but are not limited to termination, will be imposed on anyone found to have engaged in prohibited harassment, intimidation, or coercion.

* 1. **Sexual Harassment Forbidden.** This policy also forbids sexual harassment of anyone in the working environment. The Company is committed to maintaining a work environment free of sexual harassment.
  2. **Sexual Harassment** is a violation of federal and state law and will not be tolerated. Under federal law, “unwelcome sexual advances, requests for sexual favors, and other verbal, written, electronic communication, or physical conduct of sexual nature” will be considered harassment when:

1. “Submission to such conduct is made explicitly or implicitly a term or condition of an individual’s employment”;
2. “Submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting such an individual”; or
3. “Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.”

Sexual harassment can take many forms, including but not limited to:

* Verbal, written or e-mail harassment such as name-calling, sexually explicit jokes, sexually oriented noises, remarks, stories, or sexual innuendoes and double meanings.
* Physical harassment involving unwilling touching, patting, and pinching;
* Visual harassment such as derogatory or sexually suggestive pictures, posters, leering, e-mail, text messaging, graphics and faxes; and,
* Requests for sexual favors such as continued requests for dates, or threat of demotion, termination, etc., if sexual favors are not given.
* Electronic communication, such as e-mail, text messaging, phone calls, and internet use that violates this policy.

Prohibited harassment also includes retaliation against an individual for opposing prohibited harassment; for filing a charge of prohibited harassment; and for participating in an investigation of a charge of prohibited harassment. There will be zero tolerance for any kind of sexual harassment, intimidation, or coercion. Strict sanctions, which include but are not limited to termination, will be imposed on anyone found in violation of this policy.

* 1. **Nursing Mothers At Work Policy**. The Company observes and follows the federal Patient Protection and Affordable Care Act, including the Nursing Mothers at Work provisions and applicable state laws that may provide greater rights. The Company will provide an employee who is a nursing mother reasonable break time during the work day to express breast milk for her nursing child for up to one (1) year after the child’s birth each time the mother needs to express the milk. The Company will provide the mother a place, other than a bathroom, that is shielded from view and free from intrusion from workers and the public. The use of break time under this policy shall be considered uncompensated time provided the employee is completely relieved from duty during the break. However, when compensated breaks are provided to employees generally, if the employee uses those break times then the employee will be compensated for the break time. Discriminating against or harassing any employee as a result of this policy is strictly prohibited and will result in disciplinary action up to and including termination of the offender.
  2. **Genetic Information Non Discrimination Act.** The Genetic Information Nondiscrimination Act (GINA) prohibits employers and other entities covered by GINA from requesting or requiring Genetic Information of employees or their family members, except as specifically allowed by law. In order to comply with this law, the Company asks that applicants for employment and employees not provide any genetic information to the Company or its representatives when responding to a request for medical information or otherwise. Genetic Information includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.
  3. **EEO Officer(s).** If any employee or applicant for employment believes he/she has been discriminated against, harassed, intimidated or coerced, he/she must immediately contact the Company EEO Officer(s): **C.L. Linfoot Co.**, 4805 DeMers Avenue**,** Grand Forks, North Dakota 58201, or call (701) 775-3961 and report the offensive conduct or harassment. Applicants or Employees can bring complaints, ask questions, and raise concerns under this policy without fear of reprisal.
  4. **Reporting Of Unlawful And Prohibited Discrimination, Harassment And Conduct.** The Company has taken steps to prevent prohibited discrimination, harassment, and conduct. However, should any employee feel he/she or a fellow employee is being unlawfully discriminated against, harassed, intimidated or coerced because of his/her race, color, sex, religion, national origin, disability, pregnancy, genetic information, status as a protected veteran, age, marital status, creed, status with regard to public assistance, a person’s membership in or obligation to perform service for any of the Uniformed Services of the United States, or any other characteristic protected under local, state or federal statute, ordinance, or regulation, or treated in any manner prohibited by these EQUAL EMPLOYMENT OPPORTUNITY AND DISCRIMINATION POLICIES, then the procedures outlined below must be followed:
     1. If appropriate, and in addition to the reporting requirements herein, the employee should tell the offender that the conduct is unwelcome or offensive and must stop. Sometimes a simple discussion will end a situation that the individual does not know is offensive.
     2. The employee must report all incidents of prohibited conduct, (discrimination, harassment, intimidation, coercion, or retaliation), directly to one of the Company EEO Officer(s):
        + C.L. Linfoot Co**.**, 4805 DeMers Avenue, Grand Forks, North Dakota 58201, or call (701) 775-3961 the Company EEO Officer(s). If any employee believes he/she has been discriminated against or harassed he/she may contact the Company EEO Officer without fear of reprisal.
     3. If the conduct continues, this must also be immediately reported to one of the EEO Officer.
     4. The employee should file an immediate written complaint with the EEO Officer(s) but in no event later than fifteen (15) calendar days after the alleged discriminatory or harassing action or conduct occurs.

No individual will be retaliated against or be subjected to harassment, intimidation, threats, coercion or discrimination for opposing prohibited practices; filing a complaint; or assisting or participating in an investigation.

1. **Investigation and Disciplinary Action.** The Company EEO Officer(s) will conduct a prompt, thorough, and impartial investigation of the complaint. The complaint will be handled as confidentially as possible and the confidentiality of the individual(s) bringing the complaint will be protected to the extent possible, given the Company’s obligation to investigate and act upon reported complaints. The results of the investigation, as appropriate, may be communicated to the reporting employee, the alleged offender, and those who need to know.

The investigation may include interviews with the complainant, the individual alleged to have engaged in the offensive conduct, and other individuals who may be witnesses to the complained of conduct. During an investigation, involved individuals are expected to cooperate and provide truthful information.

If the EEO Officer(s) investigation reveals unlawful, prohibited, or inappropriate discrimination, harassment, retaliation, or conduct, the Company will take immediate remedial action as appropriate with the circumstances. Such actions may include:

1. Corrective action, up to and including termination of the offender; and/or
2. Steps to prevent further discrimination, harassment, retaliation, or prohibited conduct or the appearance of such misconduct.

## Retaliation Prohibited. Retaliation is adverse action taken against an individual because she/he engaged in legally-protected activities and is prohibited under this Policy. The Company prohibits and will discipline any individual that retaliates against someone for (i) opposing an unlawful practice prohibited by the employment discrimination laws or these policies; (ii) making a truthful complaint of being discriminated against, harassed, or being subjected to prohibited conduct; (iii) truthfully testifying or participating in an investigation of a complaint of discrimination, harassment, or prohibited conduct; or (iv) participating in any way in an investigation, proceeding, or hearing of a charge of a violation of this Equal Employment Opportunity policy.

Prohibited retaliation includes: refusal to hire; denial of promotion; threats or reprimands; harassment; or adverse treatment. Any act of retaliation by a supervisor and/or co-worker may result in serious adverse disciplinary action, up to and including, termination.

Retaliation is considered a serious violation of this Policy and must be reported in accordance with the procedures detailed in section 1(j). Complaints of retaliation will be investigated in accordance with the procedures detailed in section 1(j) of this Policy.

1. **General Employment Matters.**
2. **Applications.** All candidates for employment must fully complete, date, and sign the standard C.L. Linfoot Co. application form. The form is to be completed in detail and signed to verify the accuracy and completeness of the employment, personal, and health information. We may investigate any portions of information which is requested and deny or terminate employment of anyone giving false or incomplete information.
3. **Compliance Information.** In order for the Company to comply with federal government regulations regarding its practices to employ people without discrimination, it is necessary for us to compile and maintain detailed information on each formal applicant for employment and those who are hired. This information will include the candidate’s or employee’s sex, race, handicap status, and veteran’s status, including service during the Vietnam era. The Company provides equal opportunity in employment to all applicants for employment and to employees. The information obtained will not be used to discriminate against someone and will be kept confidential and may only be used in accordance with the provisions of applicable laws, executive orders, and regulation, including those that require the information be summarized and reported to the federal government for civil rights enforcement. Applicants and employees are also required to submit various IRS forms and W-4 forms.
4. **Continuous Service Date.** In order to have a record of your benefits as an employee, a continuous service date will be maintained. Your continuous service date starts with your first day of work and continues as long as you are a regular employee.
5. **Immigration and Naturalization.** The United States Immigration and Naturalization service requires you and the Company to provide specific information within three days of the beginning of your employment. You must complete Section 1 of Form I-9 and provide the Company with specific documents which establish your **identity** and **employment eligibility.** Identity can be established by providing a current state-issued driver’s license, a state-issued identification card or another document such as a school I.D. with photograph, voter’s registration card, or military service record. Employment eligibility documents are social security card, a birth certificate, or an immigration document. You may not continue employment without these identification documents.
6. **Motor Vehicle Record (MVR) Inquiry**

Prospective employees as well as current employees who are expected to drive Company vehicles will fill out an employee authorization for MVR review form. Employment and assignment will be conditional, pending the receipt of a satisfactory report from the State Department of Transportation, Division of Motor Vehicles, and approval from C.L. Linfoot Co.’s insurance provider.

1. **Personnel Records.** Personnel records are Company property and begin with the Employment Application form. Information will be added to your personnel records regarding your employment status with the Company. C.L. Linfoot Co. will maintain a file on each employee. At the time of hiring, all necessary forms will be completed by the employee. The personnel records will be treated the same as other confidential Company information. Access to an employee’s records is restricted to Office Personnel only. Violation of this policy is considered a very serious offense.
2. **Personal Information Changes.** Federal Law requires the Company to keep current records on all employees regarding their name, address, and telephone number. It is extremely important to notify management of any of the following changes:

* Change in address or telephone number
* Your marriage, divorce, or legal separation
* Legal changes in your name
* Birth or death of any dependent
* Change in beneficiary

1. **Screening And Testing.** There may be times when it is necessary to screen and/or test employees to determine what risks the Company may assume with employment of the individual. Screening and testing for security reasons and for drug or alcohol abuse may be required. Medical laboratory tests will always be under the direction of a certified professional and will be done in accordance with applicable laws.
2. **Employment Classifications.**
3. **There are five classifications of employees:**
4. **Regular Full-time**—An employee who is assigned to work a minimum 40-hour workweek on a regularly scheduled basis.
5. **Regular Part-time**—An employee who is assigned to work less than a 40-hour workweek on either a regularly scheduled basis or on an irregular basis.
6. **Temporary**—An employee hired for a position required for only a specific, known duration, usually less than six months, and who is not entitled to regular benefits. A temporary employee may be full-time or part-time. In addition to the use of this classification for clerical position, it applies to students working part-time and those who work during the summer months.

All employees are also classified as exempt and nonexempt according to these definitions:

1. **Salaried Exempt**—Positions of managerial, administrative or professional nature, as prescribed by federal and state labor statutes, which are exempt from mandatory overtime payments.
2. **Nonexempt (hourly)**—Position defined by statute, which is subject to mandatory overtime payments.

If you are uncertain as to your status, please contact your supervisor/manager.

1. **Working Hours.**
2. **Time Clock And Time Records.** Government regulations require that we keep an accurate record of hours worked by all employees. Time cards must be maintained and completed by each and all individual employees. Any falsifications of times worked will result in disciplinary action that could include termination.
3. **Working Hours.**

Regular working hours are as follows:

8:00 a.m. – 4:30 p.m. Monday thru Friday ~ Service Work

7:00 a.m. – 5:30 p.m. Monday thru Thursday ~ Construction Work

Break times are as follows:

9:00 a.m. – 9:15 a.m. ~ Morning break

12:00 p.m. – 12:30 p.m. ~ Lunch break

3:00 p.m. – 3:15 p.m. ~ Afternoon break

These hours are subject to change due to job construction.

Each Regular Full-time employee is expected to complete a normal work day and work week, and work whatever reasonable additional hours may be required to meet Company needs. The Company’s work week begins on Sunday and ends on Saturday. Employees will be paid weekly on Thursday night for the previous work week. Be aware that we will meet the Thursday pay date, but from time to time and depending upon the calendar holidays, the pay date might be on Friday of that week.

1. **Overtime.** Employees will be expected to work overtime in case of *emergency* or when needed in the best interests of the Company. If determined to be necessary, overtime work must be authorized by management.

Non-exempt employees will be paid overtime for overtime hours worked in excess of forty (40) hours of actual work per week at one and one half (1 ½) times the employee’s normal hourly rate of pay, or as prescribed by federal regulations. Sunday and holiday pay for actual hours worked by an employee will be paid at double the employee’s normal hourly rate of pay for on-call employees only.

Time off for holidays, vacation leave, or any other leaves of absence will not be considered “hours of actual work” for purposes of performing overtime calculations.

1. **Sick Days.** If an employee is unable to work due to an illness or injury, the employee must notify the Company office as soon as possible after the employee becomes aware that she/he is unable to report to work.
2. Non-exempt hourly employees. Time off for sick days is considered unpaid time off. Sick leave may be taken in hourly increments.
3. Exempt Salary Employees. Time off for sick days is considered unpaid time off.

Work accidents are covered by the Workers’ Compensation laws and this policy does not apply to illness or injuries covered by applicable workers’ compensation laws.

1. **Safe Harbor Deduction Policy.**
2. **Exempt Employee’s Salary.** The salaries of employees classified as exempt pursuant to the Fair Labor Standard Act are intended to cover all hours worked. The Company intends to pay exempt employees on a salary basis. The Company makes every effort to ensure that exempt, salaried employees are paid correctly in compliance with all applicable state and federal laws. The Company will not make deductions from an exempt employee’s salary if said deductions are prohibited under the Fair Labor Standard Act.
3. **Deductions from Exempt Employees’ Salaries.** The Company will make deductions from the salary of an exempt employee when the exempt employee is absent from work for the following reasons: (i) employee’s voluntary absence from work for one or more full days for personal reasons other than sickness or disability or for reasons not covered by the employee’s earned vacation time; (ii) to off-set amounts an employee receives for jury duty or witness fees; (iii) penalties imposed in good faith for infraction of safety rules of major significance; (iv) for unpaid disciplinary suspensions for one or more full days imposed in good faith for work place conduct rule infraction; or (v) when an exempt employee performs no work during a full workweek. The Company is not required to pay an exempt employee’s full salary in the initial or final week of employment, or for weeks in which an exempt employee takes unpaid leave under the Family Medical Leave Act.
4. **Complaint Mechanism.** If an exempt employee believes the Company has made an improper deduction from the employee’s salary, the employee must contact the payroll clerk at C.L. Linfoot Co., 4805 DeMers Avenue, Grand Forks, North Dakota 58201, or call 701-775-3961 and report the nature and amount of the improper deduction. The complaint will be investigated to ascertain if an improper deduction was made. If an improper deduction was made, the Company will reimburse the employee in the amount of the improper deduction.
5. **Unexcused Absence & Tardiness.**

An absence is considered to be unexcused if:

* An employee is necessarily absent from work for any reason, including illness, and the employee does not contact the C.L. Linfoot Co. office in advance to report the absence; and/or
* An employee’s request for time off has been denied and the absence occurs anyway.

An employee who remains absent from work without informing the office of the reason for the absence is subject to disciplinary action up to and including termination as having voluntarily resigned for the stated reason of “left without notice”.

The following are disciplinary actions that may result from an unexcused absence:

1. First offense will generally result in a warning.
2. Second offense will result in the employee being sent home for one (1) day without pay.
3. Third offense will result in termination of employment
4. **Payroll.**
5. **Pay Days.** Employees will be paid weekly on Thursday evenings for the hours worked the previous week, with the exception that when the work week has a calendar holiday then pay day may be Friday to allow for the appropriate preparation of the previous weeks payroll.
6. **Payroll Deductions.** Normal payroll deductions for federal and state income tax, FICA, and Medicare will be automatically made, based upon information provided to the payroll department by the individual employee. Other payroll deductions required or permitted by law (for garnishments, child support, or monies owed to the Company, for example) will also be made where appropriate.
7. **Other Deductions.** Payroll deductions will be made with your authorization for medical insurance, payments on account, or any other deductions as arranged for.
8. **Error(s) In Pay.** Every precaution is taken to ensure that you are paid correctly. If you believe there is an error, notify the office payroll clerk immediately. We will make every attempt to adjust the error immediately and no later than the next pay period.
9. **Garnishments.** State laws require the Company to honor garnishments of employee wages as a court or other legal judgment may instruct, including child support.
10. **Pay at Time of Separation from Employment.** At the time of an employee’s separation from employment with the Company an accounting will be undertaken to determine if the terminating employee has any outstanding debt owed to the Company and the employee will be required to surrender to the Company any Company uniforms, tools, Employee Handbook or other Company property. The employee’s final pay check will be issued to the employee in accordance with state law along with any necessary deductions including any deductions authorized by the employee in writing.
11. **Voluntary Resignation.** If you wish to resign from C.L. Linfoot Co. please give management notice of your intent. A terminating employee may be asked to complete an Employee Separation Form.

Any employee who voluntarily or involuntarily leaves C.L. Linfoot Co.’s employment will lose all seniority rights and benefits. If rehired, the employee will start out as a new employee with no recognition for previous employment.

1. **Employee Benefits.**

Regular Full-time employees may be eligible for the following benefits if they meet the qualifications of the particular benefit. The following benefits may change from time to time. Be sure to keep informed on any changes.

1. **Family Emergency.** In the event the office receives word of an emergency related to your family, you will be notified as soon as possible. Should you be at a location away from the office, we will make arrangements to contact you, and if necessary, see to it that you return home immediately. Absences for family emergencies will be considered un-paid leave of absence.
2. **Birth of Child Leave.** Employees each year are allowed a 1-day paid leave for the birth of a child.
3. **Funeral Leave.** When death occurs in the immediate family, a Regular Full-time employee may request up to two (2) days off with pay (8 hour days). Employees should notify their supervisor immediately in the event of such an emergency.

C.L. Linfoot Co. defines “immediate family” for these purposes to mean the employee’s spouse, children, mother, father, brothers, sisters, father-in-law, and mother-in-law. For absences to attend the funeral of a relative other than a member of the immediate family a supervisor’s approval will be required and any leave granted will be unpaid.

C.L. Linfoot Co. will generally approve employee requests for funeral leave, in the absence of unusual operating requirements. The Company reserves the right, however, to refuse to grant such leave at its sole and absolute discretion. An employee who is granted funeral leave may, with his or her supervisor’s approval, also use any available paid vacation time for additional time off as requested.

1. **Jury Duty.** The Company will provide Regular Full-time employees time off with pay for an employee assigned to jury duty upon presentation of the appropriate notice. Employees must give the Company as much advance notice as possible. The Company will pay the Regular Full-time employee the difference between the juror reimbursement and the employee’s wages during the jury service period, based on an eight (8) hour day, to help alleviate any hardship. However, C.L. Linfoot Co. reserves the right to limit the time period of such reimbursement to the maximum of two (2) weeks total reimbursement.

An employee requesting jury leave (paid or unpaid) must show the jury duty summons to management as soon as possible after he or she receives it so that arrangements can be made to accommodate the employee’s absence. The employee is expected to report for work whenever his or her court schedule permits.

An employee on unpaid leave is not entitled to receive pay for jury duty time.

1. **401-k Plan.** A Regular Full-time employee is eligible to participate in a 401(k) retirement plan once he/she has worked for the Company for one (1) complete year and has attained the age of 21. Employees are automatically enrolled as participants in the Plan once they become qualified at the next scheduled enrollment date which is Quarterly, January 1st, April 1st , July 1st,  or Oct1st of each year.

The Summary Plan Description for the 401(k) retirement plan contains more detailed information concerning the 401(k) retirement plan and may be obtained from the Benefits Administrator. C.L. Linfoot will match the Employees 5% 401(k) deduction up to 5%.

1. **Group Health Insurance.**
2. **Group Insurance Benefit.** The Company offers a group health insurance plan that is available to eligible employees at which Company will pay ½ of the premium cost for a single policy. All Regular Full-time employees who have successfully completed 60 days of employment with the Company are eligible for this benefit. When an eligible employee meets the criteria for eligibility, the employee must complete and submit to the Company a group membership application within sixty (60) days of becoming eligible to apply for the coverage. If an employee does not make a timely application, the employee will not be eligible to apply for enrollment again until the next Open Enrollment Date, except in the event that the employee experiences a lifestyle change event such as: the birth or adoption of a child; a change in marital status; the loss of coverage under another medical plan; or the death of a spouse. In the event of an occurrence of a qualifying lifestyle change, an employee shall have thirty (30) days from the date of the occurrence to submit an enrollment application and to seek enrollment for benefits.
3. **Cost to Employee.** The Company will pay ½ of the single coverage premium cost per month towards the monthly cost of the health insurance coverage selected by the employee. The remaining costs of the insurance benefit must be paid by the employee and will be paid by the employee by a payroll deduction from the employee’s wages or salary, which the employee authorizes by applying for the benefit.
4. **Continuation of Health Insurance Benefits (COBRA).** The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries (i.e. qualified family members) the opportunity to continue their health insurance coverage under the Company’s group health insurance plan. Employees or their qualified beneficiaries who are covered under group insurance plan must notify Plan Administrator of changes in status, which could result in a change in eligibility for benefits.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the Company’s group rates plus an administration fee. When an employee obtains coverage under Company’s group insurance benefit the employee will be given written notice describing the rights granted under COBRA. Because the COBRA notice contains important information about the employee’s rights and the employee’s obligations, it should be read carefully.

**iv. Discovery Benefits Health Reimbursement Plan.** The Company offers a Health Re- imbursement Plan for employees who elect not to enroll in the Group Health Insurance Plan. The employee must have been employed with the Company for at least 1 year, be considered a full-time employee, and the employee or the employee’s spouse must have health insurance with a company other than the C.L. Linfoot Group Health Plan. The employee should see the Human Resource Manager for all of the details.

1. **Workers’ Compensation.** If you lose time from work due to a job-related accident, you are eligible for payments to cover loss of income as well as medical expenses (as required by law).

By law, you must give written or oral notice to your employer within seven days of an accident or after the general nature of your injury becomes apparent. If you fail to notify your employer, North Dakota Workers Compensation may consider that failure when deciding whether your claim will be accepted.

1. **Family Medical Leave Act (FMLA).**
2. **Family And Medical Leave.** The Company observes and follows the federal Family and Medical Leave Act (FMLA).
3. **Basic Leave Entitlement.** “Eligible Employees” are permitted to take up to 12-weeks of unpaid, job-protected leave (FMLA Leave) for the following reasons:

* For employee’s incapacity due to pregnancy, prenatal medical care or child birth;
* To care for the employee’s child after birth, or after placement for adoption or foster care;
* To care for the employee’s spouse, child, or parent, who has a serious health condition; or
* For a serious health condition that makes the employee unable to perform the employee’s job.

If a husband and wife are eligible for FMLA leave and are both employed by the Company, they are both eligible for a combined total of no more than 12-weeks of leave during any 12-month period if the leave is taken for the birth of the employee’s son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement, or to care for the employee’s parent with a serious health condition.

1. **Eligibility Requirements.** Employees are eligible for FMLA leave if:
2. They have worked for the Company for at least one year;
3. They have worked at least 1,250 hours over the previous 12 months; and
4. They are employed at a worksite where 50 or more employees are employed by the Company within 75 miles of that worksite.

The 12-month period commences on the first day FMLA leave is to be taken.

In accordance with Minnesota State Law, if a Minnesota employee is not eligible for FMLA leave under federal law, the Minnesota employee may be eligible for an unpaid leave of absence for up to six weeks in conjunction with the birth or adoption of a child in accordance with this policy. This leave will be available to any regular Minnesota employee who works 20 hours or more per week and has been employed by the Company for 12 months and becomes a biological or adoptive parent.

## Military Family Leave Entitlements. Eligible employees with a spouse, son, daughter, or parent on active military duty or called to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alterative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty or on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status, or is on the temporary disability retired list.

1. **Benefits and Protections.** For the duration of the FMLA Leave, the employee will be entitled to maintain the employee’s coverage under the Company’s group health plan on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period. Any share of group health plan premiums which had been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA Leave period. The Company is not obligated to maintain health insurance coverage if the employee’s premium payment is more than 30-days late. If the employee does not receive compensation from the Company during FMLA so that employee’s contribution towards group health plan premiums could be made by payroll deduction, then the employee must directly pay to the Company its share of the premium costs on or before the time it would have been made had the payment been made by payroll deduction.

Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that the eligible employee accrued prior to the start of an employee’s leave.

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## Definition of Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

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## Use of Leave. An employee does not need to use FMLA Leave in one block. FMLA Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to reschedule leave for planned medical treatment so as not to unduly disrupt the Company’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

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## Method of Determining Available FMLA Leave Time. Each time an eligible employee takes FMLA leave the employee’s available FMLA leave time will be the balance of the 12-weeks which has not been used by the employee during the immediately preceding 12-month period.

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## Substitution of Paid Leave for Unpaid Leave. Employees who are eligible for FMLA leave are required to substitute and use their earned paid Vacation time first. The use of the vacation time will count both as FMLA leave and Vacation time leave. FMLA leave shall not be extended beyond the twelve week limit by the substitution of Vacation time. The employee shall not accrue Vacation time while on FMLA leave, nor will the employee receive holiday pay for any holidays, which occur during the FMLA leave time.

## Employee Responsibilities. Qualified Employees must provide thirty (30) days advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days’ notice is not possible, the employee must provide notice as soon as practicable and must comply with normal call-in procedures. If the leave is for planned medical treatment of a serious medical condition, the employee is required to make a reasonable effort to schedule the treatment so that it causes the least disruption to the employer.

Employees must provide sufficient information in order for the employer to determine if the leave may qualify for FMLA protection, as well as the anticipated timing and duration of the leave. An employee may be required to provide medical certification to support a request for FMLA Leave because of a serious health condition or the serious health condition of a family member. This may include that the employee is unable to perform job functions; the family member is unable to perform daily activities; the need for hospitalization or continuing treatment by a health care provider; or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees may also be required to provide a certification and periodic recertification supporting the need for the leave.

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## Returning from FMLA Leave. If the employee did not pay the employee’s portion of group benefits, including group health insurance costs, the Company retains the right to recover any unpaid employee portion of group health insurance or other amount due it from the employee upon the employee’s return to work.

A fitness-for-duty certification will be required prior to return to work stating that the employee can return to work without restriction, before the employee may be restored to his/her position.

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## Employer Responsibilities. The Company will inform employees requesting FMLA Leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employee’s rights and responsibilities. If the employee is not eligible, the Company will provide a reason for the ineligibility.

The Company will inform employees if the leave will be designated as FMLA-protected and the amount of leave counted against the employee’s leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the employee.

## 

## Unlawful Acts By Employers. The Company and the FMLA prohibit:

* Interference with, restraining, or denying the exercise of any right provided under FMLA;
* The discharging or discriminating against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to the FMLA.
* Retaliating against an employee or prospective employee for having exercised or attempted to exercise FMLA rights.

## Genetic Information. In responding to a request for medical information from the Company, employees should not provide any genetic information.

## Enforcement. Should any individual feel he/she has been unlawfully discriminated or retaliated against or interfered with in exercising his/her rights under the FMLA, the employee must report all such incidents of prohibited conduct directly to the Office:

1. C.L. Linfoot Co., 4805 DeMers Avenue, Grand Forks, ND 58201 phone 701-775-3961

An employee may also file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer for violation of the FMLA. For additional information see: 1-866-487-9243; or www.wagehour.dol.gov.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

1. **Vacations and Holidays.**
2. **Vacation Time.** The Company provides paid PTO to Regular Full-time employees who have satisfactorily completed an introductory three (3) months of full-time employment. PTO time can be used for vacation or for other absences from work during the current work year. Vacation time is earned by each regular employee, depending on the employee’s length of service. Part-time and seasonal employees are not eligible for paid vacation time.

Leave is accrued as follows:

Based on the employees scheduled work week one of the two accrual schedules is used.

For those that are eligible 6 Holidays Days are added to the accrual and become part of the employee’s PTO.

**8 hours Day** **10 hours Day**

**Added 6 x 8 = 48** **Added 6 x 10 = 60**

**Weeks** **Hours** **Accrual** **Weeks**  **Hours** **Accrual**

**0 to 3 months** 0 0 0 0 0 0

**4 to 12 months** 52 40.00 0.769 52 40.00 0.769

**12 to 24 months** 52 88.00 1.692 52 100.00 1.923

**25 to 60 months** 52 128.00 2.461 52 140.00 2.692

**61 to 120 months** 52 148.00 2.846 52 160.00 3.076

**121 to 180 months** 52 178.00 3.423 52 190.00 3.653

**181+ months** 52 188.00 3.615 52 200.00 3.846

Employee will not accrue PTO with overtime.

Employee will not be paid for unused PTO

Employee will not accrue PTO if day off unpaid or not using any PTO

When a Holiday occurs and C.L. Linfoot is closed that day, the employee has the option to use PTO hours for that day. If C.L. Linfoot is open on a Holiday then the employee has the option to use the PTO hours at a later date.

1. **Scheduling Vacation Time.** Requests to use vacation time should be made two (2) weeks in advance to the Supervisor and Company office in order for vacations of all department employees to be scheduled (so as not to disrupt the work routine). Also, in the event of a conflict of vacation schedules, seniority will be considered. Maximum of two weeks can be used consecutively.
2. **Self-Funded Short Term Disability Account (STD)**

Employees can carry over a maximum of 60 hours into the following year. PTO carried over must be used by May 31st. Any unused PTO not used by May 31st will be transferred into the employees STD account. Employee can accumulate a maximum of 240 hours into their account. These days are to be used for employee illness and injury. Time may also be used for immediate family illness, injury and death. The first two days of any qualifying event will come from you PTO balance. Upon separation from employment, you will be paid for all of your unused time at a rate it was deposited into your STD account. For value purposes, last in days will be paid out first.

Again all earned and unused vacation time will be payable to the employee upon resignation, termination, or retirement based on the employee’s regular rate of pay at the time the vacation time was earned based on a forty (40) hour work week.

1. **Paid Holidays.** Regular Full-time non-exempt employees with one full year or more of employment will be paid but will not be required to work the holidays designated below. However, in order for an employee to be eligible for holiday pay, the employee must work the last working day prior to and the first working day after the holiday, unless the employee is on vacation.

Holidays will be observed as follows:

* Holidays which fall on a Sunday will be observed on Monday.
* Holidays which fall on a Saturday will be observed on Friday.
* Holidays which fall on a Monday through Thursday will be observed that day.

The Accrued Six holidays include: New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day. All holidays will be paid depending on an 8-hour work day or 10 hour work day.

1. **Military Service Leave.**
2. **Military Service Leave.** It is the Company’s policy to comply with the Uniform Services Employment and Reemployment Rights Act of 1994 and its amendments (USERRA). The Company will provide un-paid Military Leave of Absence to Company Employees directed to perform service in the uniformed services (i.e. National Guard and Reserve Components of the United States Armed Forces).
3. **Discrimination Prohibited.** It is the Company’s policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person’s: (i) past or present membership in the Uniformed Services; (ii) having applied for membership in the Uniformed Services; or (iii) having obligations to serve in the Uniformed Services of the United States. Specifically, no person will be denied initial employment, reemployment, retention in employment; promotion or other benefit of employment on the basis of such membership.
4. **Retaliation Prohibited.** In addition, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under this policy. Furthermore, the Company prohibits and will discipline any individual that retaliates against someone assisting in the enforcement of this policy or the enforcement of USERRA, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.
5. **Reporting Discrimination or Retaliation.** If any employee believes that he or she has been subjected to discrimination or retaliation in violation of this policy, the employee should immediately contact the Company’s EEO officer(s) and report it.

**C.L. Linfoot Co.**, 4805 DeMers Avenue, Grand Forks, North Dakota 58201, or call (701) 775-3961 are the Company EEO Officer(s). If any employee believes he/she has been discriminated against or retaliated against they may contact the Company EEO Officer(s) without fear of reprisal.

1. **Military Leaves of Absence** Employees directed to participate in military duties in the United States Armed Forces will be placed on Military Leave of Absence status for the duration of the period of military service. Periods of Military Leaves of Absence shall not count as an unexcused absence from work. An employee placed in Military Leave of Absence will be entitled to the rights and benefits described according to the procedures outlined below.
2. **Procedures for All Military Leave**.
3. Notification of Military Duty Requirements. It is the responsibility of each Employee who wishes to be placed on Military Leave of Absence to notify his or her direct supervisor of upcoming military duty obligations. This notification may be in writing or may be given orally. However, to avoid confusion and potential conflicts, it is recommended that it be given in writing. This notification must be provided as much in advance of the upcoming military duty or service obligation as possible. Copies of the military orders should also be provided.
4. Use of Vacation Days. Employee is not required to use vacation days during periods of military duty or service. However, Company Employee may elect to use vacation days during periods of military duty or service.
5. When the Employee intends to return to work and seek reinstatement, he or she must make notification and request for reinstatement to their direct supervisor within the application period set forth below.
6. **Reemployment Rights**. Company Employee out on Military Leave of Absence has the right to be reemployed in his/her job if:
7. The Employee ensures that the Company receives advance written or verbal notice of the service;
8. The Employee has five years or less cumulative service in the uniformed services while employed by the Company;
9. The Employee returns to work or applies for reemployment in a timely manner after conclusion of service; and
10. The Company Employee has not been separated from service with a disqualifying discharge or under anything other than honorable conditions.

If the Employee is eligible to be reemployed, the Employee will be restored to the job and benefits they would have attained if they had not been absent due to military service or in some cases, a comparable job.

1. **Application for Reemployment.** In accordance with applicable state and federal law, a Employee returning to work from a Military Leave of Absence is required to apply for reemployment in accordance with the following criteria.
2. For a Military Leave of Absence of **less than thirty (31) days**: the Employee must report to his/her work site or work location on the next regularly scheduled work day or shift following the last day of military duty or service and allowing for safe travel and eight (8) hours rest. A formal oral or written application for reemployment is not required.
3. For a Military Leave of Absence **greater than thirty (31) days but less than 180 days:** the Employee must notify his/her direct supervisor, either orally or in writing, within fourteen (14) days of the last day of military duty or service of his/her intent to return to work. The direct supervisor will ensure that the Employee is placed on the work schedule in a timely manner. The Employee will not be required to forego any portion of the fourteen (14) day rest/notification period as a condition of reemployment.
4. For periods of Military Leave of Absence **greater than 181 days:** the Employee must notify his/her direct supervisor, orally or in writing, within ninety (90) days of the last day of military duty or service of his/her intent to return to work. The direct supervisor will ensure that the Employee is placed on the work schedule in a timely manner. The Employee will not be required to forego any portion of the ninety (90) day rest/notification period as a condition of reemployment.

Failure to report for employment within the appropriate period will be considered to be voluntary termination, as is the case with all other leaves of absence.

A person who is hospitalized or convalescing under written doctor’s instruction from an injury incurred in or aggravated during the performance of uniformed services will report at the first opportunity to the Company and submit an application, except that such period may not exceed two (2) years.

1. **Benefit Rights during Military Leave**. An Employee on Military Leave of Absence will receive the same benefits provided to Employees on other unpaid leaves. The Employee will continue to accrue seniority and benefits based on seniority. Any benefits that require the Employee to contribute funds will only be funded if the Employee makes such contributions. If you miss making contributions to plans such as to your 401(k) plan, you must begin making contributions on your date of reemployment and must make all missed contributions within three (3) times the amount of time you spent in uniformed service, not to exceed five (5) years.

An employee on Military Leave of Absence have the right to elect to continue their existing employer-based health plan coverage for themselves and their dependents for up to twenty-four (24) months while on leave of absence. This coverage depends on the Employee paying normal cost if the leave is less than thirty (31) days and 102 percent of the cost if the leave is thirty-one (31) days or longer. The Employee must notify the Plan Administrator if they wish to continue coverage while on military leave.

1. **Work Policies and Regulations.**
2. **Alcohol and Drug-Free Workplace and Testing Policy.** The Company has a comprehensive Alcohol and Drug-Free Workplace and Testing Policy. The purpose of this policy is to: (i) assure a drug and alcohol free workplace; (ii) assure the fitness for duty of all employees; and (iii) provide for protection of employees and the public because of the risks posed by the use of alcohol and prohibited drugs. Consumption, possession of, or being under the influence of alcoholic beverages or illegal drugs while working or on duty, and/or on Company job sites, in the office, shop, or Company vehicles is strictly prohibited. Violation of this policy is cause for automatic discharge. All Employees must be thoroughly familiar with the Company’s separate Alcohol and Drug-free Workplace and Testing Policy Under that policy employees and applicants for employment may be subject to pre-employment testing, post-accident testing, random testing, reasonable suspicion testing, treatment program/return-to-duty testing, and follow-up testing. Employees may examine the Company’s Alcohol and Drug-Free Workplace and Testing Policy during regular business hours at the Company office at 4805 DeMers Avenue, Grand Forks, North Dakota 58201 or call (701-775-3961).
3. **Care of Equipment and Facilities.** All employees shall exercise reasonable care in the use of Company equipment and facilities. This means good housekeeping is important!
4. **Company Tool Policy.** The Company provides the power tools and equipment necessary for employees to perform the job to which they are assigned. Employees are expected to care for the equipment. In the event of loss or damage due to negligence, the employee will be responsible for replacement or repair costs. A damaged or broken tool must be turned in to the shop and placed in the designated repair area with an appropriate tag.

TOOL CHECKOUT LIST AND POLICY

Employees must use provided checkout forms when listing [the] shop tools necessary to complete an assigned job. Anytime tools or equipment are removed from the shop, either for a job or personal use, a tool checkout form must be used. Tools must be checked **out** and **in**. It is your responsibility to see that the tools are checked back in or you may be held responsible for missing tools and equipment.

1. **Energy Preservation and Waste Prevention.** Please conserve energy at every opportunity by keeping unnecessary light switches turned off. Waste of energy and materials is costly to the Company and ultimately results in losses, which must be paid for by other cost reduction actions.
2. **Personal Appearance.** Personal appearance, hygiene and clothing are important to our work practices. Our customers gauge the quality of our Company by the care we show in our personal attire and appearance. Keep yourself clean.
3. **Personal Telephone Calls.** Although we realize that there will be times when employees must receive or make personal phone calls, we insist that you keep them to a minimum in number and no longer than one minute. Company phones are for business purposes and must be kept open for business communication. Also personally owned cell phones are not to be used while on duty unless for emergency situations.

Except for emergency messages, personal calls must be made on your meal or break periods. No long distance calls are to be made without prior approval.

1. **Security.** All equipment, boxes, doors, files, desks, and other equipment with locks are to be locked securely when not in direct use and at the end of each day. They are also to be checked regularly. Company vehicles should be locked at all times. Lost keys should be reported to the office immediately. Any concerns about security should be directed to Dan Mulroy or Dick Anderson.
2. **Work Clothes.** Employees will receive five (5) shirts per year paid for by C.L. Linfoot Co. Company name and employee name will be embroidered on them. All other approved clothing will receive a 50% discount when purchased through C.L. Linfoot Co.
3. **Use of Electronic Equipment, Internet, And Social Media.**

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## Use of Electronic Equipment and the Internet. The Company may provide employees with cell phones, smart phones, computers, laptops, software, technology, fax machines, and other electronic equipment (“Electronic Equipment”) and access to the World Wide Web (“Internet”). The supplied Electronic Equipment and access to the Internet are provided for Company business and other authorized purposes only. All employee use of the Company-provided resources must be appropriate and in accordance with this policy. Inappropriate use may subject you to discipline, up to and including termination.

1. **Company Monitoring.** All use of Electronic Equipment, the Internet and data that is composed, transmitted, or received via the Company’s Electronic Equipment is considered to be the Company’s property and are part of the Company’s records. This means that e-mails, texts, transmissions, and use of the Internet is subject to monitoring and examination by the Company and is subject to disclosure to law enforcement or other third parties. Therefore, you should always make sure that the business information contained in Internet e-mail messages, texting, and other transmissions are accurate, appropriate, ethical, and lawful. We reserve the right to retrieve and read any data that is composed, sent, stored, or received through the use of Electronic Equipment or Internet supplied by the Company.
2. **Prohibited use.** Examples of some actions and activities that are prohibited and which could result in disciplinary action include the following:

* Sending chain letters or participating in any way in the creation or transmission of unsolicited commercial e-mail ("spam") that is unrelated to legitimate Company purposes;
* Engaging in private or personal business activities, including use of instant messaging and chat rooms (see below);
* Accessing networks, servers, drives, folders, or files to which the employee has not been granted access or authorization from someone with the right to make such a grant;
* Making unauthorized copies of Company files or other Company data;
* Destroying, deleting, erasing, or concealing Company files or other Company data, or otherwise making such files or data unavailable or inaccessible to the Company or to other authorized users of Company systems;
* Misrepresenting oneself or the Company;
* Violating the laws and regulations of the United States or any other nation or any state, city, province, or other local jurisdiction in any way;
* Engaging in unlawful or malicious activities;
* Deliberately propagating a virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either the Company's networks or systems or those of any other individual or entity;
* Using abusive, profane, threatening, racist, sexist, or otherwise objectionable language in either public or private messages;
* Sending, receiving, accessing, or storing pornographic materials;
* Becoming involved in partisan politics;
* Causing congestion, disruption, disablement, alteration, or impairment of Company networks or systems;
* Maintaining, organizing, or participating in non-work-related Web logs ("blogs"), Web journals, "chat rooms", or private/personal/instant messaging;
* Failing to log off any secure, controlled-access computer or other form of electronic data system to which you are assigned, if leaving the computer or system unattended;
* Using recreational games; and/or
* Defeating or attempting to defeat security restrictions on company systems and applications.

The Company does not allow the unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material or software. As a general rule, if you did not create the material, do not own the rights to it, or have not received authorization for its use, you may not put the material on the Internet. You are also responsible for ensuring that a person sending material over the Internet has the appropriate distribution rights.

Before you download or copy a file from the Internet, you should take the necessary anti-virus precautions. The Company requires that all downloaded files be checked for viruses. All compressed files must be checked for viruses both before and after decompression.

## Social Media Policy. Internet and electronic applications that facilitate information sharing can include the following: cell phones, web-based communities, social-networking sites, such as Facebook and Twitter, blogs and other web-based tools. Together, these technologies are known as “social media”. As the popularity of social media continues to increase, a number of new issues and questions are raised about proper use.

This policy prohibits particular activity with regard to the use of social media and the policy applies to activity that occurs during working-time and non-working time.

This policy is not intended to regulate an employee’s lawful activity during non-working hours, except when the activity is in direct conflict with the Company’s business-related interests. Nothing in this policy is intended to limit an employee’s National Labor Relations Act rights.

1. **Prohibited Social Media Conduct**

* Employees are prohibited from disclosing to the public the Company’s or its customer’s confidential trade secret or proprietary information while utilizing social media;
* Employees when using social media may not use Company copyrighted or registered logos, trademarks, and other materials without explicit permission in writing from the Company;
* Employees are prohibited from posting maliciously false information about the Company, or its employees, customers or affiliates when using social media;
* Employees must use good judgment and take personal and professional responsibility for what they publish online.
* Employees must honor the privacy rights of their fellow employees and the Company and should not release or disclose confidential or private information about other employees or the Company;
* Employees shall not direct vulgar, profane, and/or obscene language directed at the Company, or its employees, customers or affiliates when using social media;
* Employees shall not use social media to threaten physical harm to any employee of the Company or its customers or affiliates when using social media;
* Employees shall not use social media to make insulting, obscene personal attacks against their supervisors or other officers or employees of the Company;
* If conduct is prohibited by state and federal laws, then online conduct of that kind is prohibited as well.
* Employees may not use social media to discriminate against or harass any employee or applicant for employment because of race, color, sex, religion, national origin, disability, genetic information, status as a protected veteran, age, marital status, creed, status with regard to public assistance, a person’s membership in or obligation to perform service for any of the Uniformed Services of the United States, any other characteristic protected under local, state or federal statute, ordinance, or regulation; and employees may not use social media to retaliate against an individual for opposing discriminatory practices; for filing a charge of discrimination; and/or for participating in an investigation of a charge of discrimination.

## Child Abuse and Neglect Reporting Policy. Any employee who finds an image of sexual conduct by a child on the Company’s Computer Network shall immediately report this fact by following the reporting requirements of the Company’s Equal Employment Opportunity Policy. If an employee has knowledge of or reasonable cause to suspect that a child is abused or neglected, based on an image of sexual conduct by a child discovered on the Company’s Computer Network, a written report must be made on the appropriate state government form (SFN 960). The written report will be sent to the North Dakota Department of Human Services, Children and Family Services. Retaliation, (taking any adverse action against an individual) against any employee because he/she makes a report under this Child Abuse and Neglect Reporting Policy is strictly prohibited. The Company will discipline any individual that retaliates against someone for (i) reporting the finding of an image of sexual conduct by a child or anyone else on the Company’s Computer Network; (ii) making a report of suspected child abuse or neglected base on an image of sexual conduct by a child on the Company’s Computer Network; or (iii) participating in an investigation of any reports made under this policy. The discipline will include corrective action, up to and including termination of the offender.

1. **Duty to Report Inappropriate Workplace Conduct**. Just as you have a duty to report harassment or other inappropriate workplace conduct, you also have a duty to report any conduct that violates the Company’s policies relating to the use of Electronic Equipment, Internet, or social media. The reporting requirements set forth in the Company’s Equal Employment Opportunity Policy should be followed.
2. **Consequences for Inappropriate use.** Employees who engage in prohibited conduct under these policies are subject to disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The Company will cooperate fully with local, state, and federal authorities in any investigation they may undertake concerning or relating to any illegal activities or activities not in compliance with Company policies.
3. **Transportation And Travel Expenses.**
4. **Company Owned Vehicles.** The following are specific policies related to Company-owned vehicles:

* Company-owned vehicles will be driven only as needed for jobs during working hours.
* No alcoholic beverages or illegal drugs or chemicals will be placed in or on any Company vehicle at any time.
* No driver who has been drinking alcoholic beverages or is under the influence of illegal drugs or chemicals will not be allowed to drive a Company vehicle.
* No one, other than authorized Company employees, is permitted to operate or ride in Company vehicles.
* Seat belt use is required for both the Driver and any Passengers riding in Company vehicles.

All Company vehicles are to be placed in the shop or other secure area at the close of each business day. Each person who is assigned to a vehicle is required to see that the vehicle’s maintenance such as oil changes, repairs, etc. are performed on a regular basis.

Drivers of Company vehicles must observe speed limits and traffic safety rules. Employees must carry a current and valid driver’s license when driving a Company vehicle. For insurance reasons, employees who have received a DWI, DUI, or unsafe driving violation within the last two years must inform the Company of such violations and will be prohibited from operating Company owned or leased vehicles unless authorized by the Company’s President. Employees receiving moving violations in Company vehicles must inform their supervisors immediately. Any moving violation will be paid by the driver of the vehicle. Repeated moving violations may result in discipline or termination.

1. **Travel And Subsistence.** On job sites located outside the city limits of Grand Forks, North Dakota but within fifty (50) miles of the Company’s shop, the Company will pay employee’s travel time to the job site and furnish a Company vehicle. It is the employee’s responsibility to return to Grand Forks on his/her own time. When a job site is beyond fifty (50) miles from Grand Forks, travel and subsistence will be negotiated on a job by job basis.
2. **Rules To Help Us All.**
3. **General Rules.** It is the policy of C.L. Linfoot Co. to expect all employees to abide by certain general conduct and performance rules at all times. We will monitor and enforce these work rules equally. Violation of any conduct rules will subject an employee to disciplinary action, up to and including termination. The Company also reserves the right to impose an unpaid or paid suspension for disciplinary reasons. Benefits will not accrue nor be recoverable during a suspension period.

INEXCUSABLE MISCONDUCT:

* Falsification of employment, personnel or other records. This includes, but is not limited to, applications, payroll time sheets, all reports, records and statement under the responsibility of the employee
* Disclosing confidential information to outsiders
* Gambling or fighting on job sites or Company property
* Unethical conduct or serious conflicts of interest
* Concealing defective work
* Stealing property of the Company, a customer, or another employee, or sabotage or willful damage to Company property
* Unauthorized use or sale of any Company-owned property, salvage, or materials or equipment
* Being in possession while working, consuming while working, or reporting to work under the influence of alcohol, illegal drugs, or other drugs, whether prescription drugs or over the counter drugs, known or advertised as possibly affecting judgment or coordination, or which may adversely affect the ability to perform work in a safe and productive manner except when the use is pursuant to the instructions of a licensed medical practitioner, who has advised the Driver that the substance will not adversely affect the Driver’s ability to safely perform safety sensitive job activities.
* Gross negligence or willful acts in the performance of duties resulting in damage to Company property or injury to others
* Gross insubordination – a willful and deliberate refusal to follow reasonable orders by a supervisor or member or management
* Violation of the Company’s discrimination or harassment policies
* Serious safety violations resulting in injury; not following a reasonable order or failure to perform work assigned or to comply with work and safety rules
* Speeding, reckless driving, or unauthorized use of Company vehicle

This list is illustrative only and does not exclude other actions considered to be harmful to Company or its employees.

1. **Employee Credit Policy.** All employee purchases will be made subject to the following requirements:

* All employee cash purchases will be billed out at cost plus 15%
* All charged purchases must have prior approval from the office and will be billed out at cost plus 15%
* All purchases made by employees for immediate family members will be billed out at cost plus 15%, and must have prior approval from office

1. **Employee Parking.** All employees will park their cars in the designated area inside the fence.
2. **Gun Policy.** The Company does not allow employees to possess firearms or guns while working—while on Company premises, or while representing the Company off-site. We also do not allow visitors (vendors, customer, temporary workers, etc.) to our premises to possess guns. A violation of this work rule may result in disciplinary action up to and including termination of employment.

This ban does not apply to guns or firearms locked inside or locked to a private motor vehicle in any Company parking lot.

1. **Safety.**

It is the policy of C.L. Linfoot Co. that all Company operations be conducted in accordance with both federal and state occupational safety and health laws and regulations. All work must be performed in such a way as to minimize the risk to the health and safety of Company employees and any other person who could be affected by the work, including the general public. To this end the Company has adopted a **Risk Management (Safety) Program** that all employees must be thoroughly familiar with and must follow.

Employee decisions should always be guided by the Company’s commitment to safety. Should a hazardous situation or condition exist, and a decision has to be made on safety or production, safety should always be the primary concern. The most important part of safety is YOU. It is up to you to abide by all the safety rules – they are made for your protection.

You are expected to report any personal injury IMMEDIATELY, however minor, and all dangerous conditions, substances, and practices to the C.L. Linfoot Co. office.

1. **Safety Rules.**

* Hard hats will be worn on the job when working under heavy objects which may drop or fall accidentally.
* First aid kits are provided for each job. It is the foreman’s responsibility to see that it is on the job site and remains well stocked.
* Personal Protective Equipment (PPE) such as a Safety Harness, Lanyards, Guard rails, and Anchors shall be used as necessary for Fall Protection safety on jobsites.
* All gasoline shall be stored in government approved safety cans specifically for the storage of gasoline. Never use gasoline for cleaning.
* Know where fire extinguishers are located and know how to use them.
* Extension cords used with portable electric tools and appliances shall be of the three-wire type. Defective cords shall be replaced on the day which they become defective.
* Defective materials or tools must be turned in to the shop and tagged for repair and not remain on the job.
* Read carefully all material Safety Data Sheets (SDS) supplied with hazardous materials and abide by the instructions. If you have any questions…ASK.
* Keep oxygen and gas cylinders in an upright position and secured. Caps are to be kept on tank when not in use. Keep tanks free from oil and grease.
* Safety goggles or glasses and hearing protection will be provided when necessary. These protective devices will be used when breaking out concrete or asphalt, grinding, using a cutting torch, welding, sanding, using chisels, chipping slag, breaking rock, handling hazardous materials, and operating loud power tools and machinery.
* Special client requirements for safety, including the government’s, may apply to projects on which the Company is working. You will be advised of these situations and expected to follow these policies and procedures.
* The Company’s Risk Management (Safety) Program must be followed at all times.

1. **Hazardous Materials And Wastes.** The Environmental Protection Agency has classified certain chemicals and chemical groups into categories which have been classified as toxic. This means that in concentrated forms or by accumulating and combining with other chemicals, or even the air, these chemicals can be hazardous to human health if exposed.

From time to time in the normal course of their jobs, employees may handle materials which have been classified as hazardous by the standards of the Occupational Safety and Health Act regulations. Hazardous materials that are received from our suppliers should have MSDS Sheets or labels which state the chemical ingredients of the contents, precautions to take, and what to do if you are exposed to a toxic level of exposure. Be sure and note these MSD Sheets or labels and exercise immediate caution if you either do not understand them or have questions.

As a Company, we are committed to not creating nor disposing of hazardous waste which will contaminate our environment. We will not knowingly dump wastes into the environment at any time.

1. **Reporting Injuries And Accidents.** Employees are to advise C.L. Linfoot Co. Office and the Employees’ Supervisor of all accidents, injuries, or illnesses that occur while at work. They are to be reported immediately no matter how slight they may appear. The Company will provide the proper forms for reporting accidents, injuries, and illnesses, and failure to report these occurrences will be cause for disciplinary action, including termination.
2. **Conflicts Of Interest.**
3. **Confidential And Proprietary Information.** The Company is engaged in a business which requires substantial investment in development and production of information belonging to the Company and of a special and unique nature and value. The Company desires and requires this information be held confidential. That Confidential Information includes, but is not limited to, such matters as Company’s customer lists; accounts; trade secrets; procedures; manuals and handbooks; financial cost and sales data; supply sources and resources; contracts; price lists; accounting and bookkeeping practices; office policies and practices; financial information; equipment lists; marketing plans; business plans; prospect names and lists; existing and potential business opportunities; customer needs for the Company’s products and services; litigation and other legal matters; computer and electronic data and programs; methods, techniques, and processes; bidding methods and information; and production know-how. Confidential Information includes all information whether it is in print, audio, or electronic format, on computer disc, hard drive, tape, or otherwise.
4. **Responsibility To Maintain As Confidential.** Employment with the Company places the employee in a position of trust and confidence with the Company. Therefore, it is each employee’s responsibility to maintain and keep the Company’s Confidential Information confidential and to take whatever steps are reasonably necessary to prevent unauthorized disclosure of the Company’s Confidential Information. Specifically, each Company employee must not, during the time he/she is employed with Company or after his/her employment ends, disclose any of Company’s Confidential Information, which he/she may have learned of or acquired during his/her employment, to any other person or entity or use such Confidential Information for his/her own personal benefit or for the benefit of another. All Company employees agree in accepting employment with the Company that such Confidential Information should not be revealed to anyone who does not need it in the course of performing their employment duties for the Company. Further, all Company employees must, immediately upon termination, voluntary or involuntary, or resignation from employment for any reason deliver and return to the Company all Confidential Information and documents and other data and items, whether on computer discs, hard drives, or tapes or otherwise, including all copies thereof, in the employee’s possession or control that belong to the Company.

To further ensure confidentiality, employees will be required to sign an agreement to maintain the secrecy of all Confidential Information. Be sure to read this agreement, before signing.

1. **Conflicts Of Interest.** Employees must avoid situations in which their personal interests could conflict with, or even appear to conflict with, the interests of the Company. Conflicts of interest arise when an individual's position or responsibilities with the Company present an opportunity for personal gain of profit separate and apart from that individual's earnings from the Company or where the employee's interests are otherwise inconsistent with the interests of the Company. A conflict of interest may arise in any number of situations and it is impossible to describe each and every instance. As a general matter, if you think that any situation may be a potential conflict of interest, you should consult your supervisor. However, the following situations have a great potential for conflicts of interest:
2. **Outside Employment.** As a matter of Company policy, employees may pursue outside employment opportunities. However, such opportunities must not interfere with the employee's job responsibilities with the Company. Any outside employment that interferes with the employee's job responsibilities or conscientious performance of his or her duties are deemed to be a conflict of interest and is not permitted.

The Company does not wish to control the off duty personal affairs of employees, nor will it attempt to regulate the use of their time outside their employment with us provided it has no direct effect on the Company. However, the Company does not look with favor upon a full-time employee working elsewhere if such outside employment in any way affects the individual’s work, fellow employees, or the Company. Of particular concern and requiring the President’s approval is moonlighting (engaging in other employment or self-employment while working for the Company) with a competitor, supplier, or customer. Engaging in such employment is prohibited.

If you are considering outside employment you must seek approval from your supervisor. Approval will only be granted in cases where it is clear that the outside employer is not a competitor of C.L. Linfoot Co., and the outside employment will not conflict with the Employer’s interests or interfere with the employee’s work performance, rest, or availability for work at C.L. Linfoot Co., including overtime work. C.L. Linfoot Co.’s work requirements, including any Company overtime, must take precedence over any outside employment, even when approved.

1. **Personal Financial Interests.** Employees should avoid personal financial interests that might be in conflict with the interests of the Company. Such interests may include, but are not limited to, the following: obtaining a financial or other beneficial interest in a supplier, customer, or competitor of the Company; directly or indirectly having a personal financial interest in any business transaction that may be adverse to the Company; or acquiring real estate or other property that the employee knows, or reasonably should know, that is of interest to the Company. Such personal financial interests include those interests of not only the individual employee, but also those of the employee's spouse, children, parents, grandparents, siblings, and family in-law. An employee may not influence or solicit, either directly or indirectly, any employee or customer or potential customer other than on behalf of the Company.
2. **Non-Employment Activities**. Employees should also avoid any non-employment outside activities which conflict with or interfere with: work performance, employee’s rest or availability for work, or Employer’s interests. If this occurs, you may be asked to make a decision to prioritize your employment at C.L. Linfoot Co. as compared to other activities.

Violations of Conflict of Interest Polices will result in discipline, up to and including dismissal.

1. **Personal Conduct.** The Company expects that all of its employees will treat their fellow employees, customers, and other persons with courtesy, politeness and respect. Care must always be taken so as to use good judgment and discretion in carrying out the Company’s business. The highest standards of ethical conduct must always be followed.

# Modification of Handbook. The Company may, at its sole discretion, add to, discontinue, or modify any policy, guidelines, employee benefit or Company-funded benefit program as well as the employer and employee allocation of the costs of such programs, as contained in this Handbook at any time without prior notice. In the event of any variation or conflict between the information appearing in this Handbook and any Employee Benefit Plan, master contract/document, or Summary Plan Description regarding the benefits listed in this Handbook, terms and conditions as contained in the Employee Benefit Plan, master contract/document, or the Summary Plan Description will govern in all cases.

**C.L. Linfoot Company**

**(Since 1893)**

**4805 Demers Avenue**

**Grand Forks, ND 58201**

**701-775-3961**

**Website Address:** [**www.cllinfootco.com**](http://www.cllinfootco.com)

**This Employee Handbook is property of C.L. Linfoot Company and is intended for C.L. Linfoot** EMPLOYEE ACKNOWLEDGMENT AND AGREEMENT