**OLSON CONSTRUCTION INDUSTRIES**

**Vision Statement**

We are transforming our industry, building lasting value for all people and greater solutions for our market.

**Core Values**

**Integrity** *We make and keep commitments*.

**Reliability**  *We are punctual, consistently completing quality work on schedule.*

**Willingness**  *We are eager and prepared to go the extra mile.*

**Appreciation**  *We recognize value and express gratitude.*

**Quality**  *We achieve higher standards with attention to detail.*

**Ownership**  *We stand behind our work, individually and collectively.*

**Leadership**  *We lead by example in our pursuit of excellence.*

**Unity**  *Together, we thrive in an environment of trust, harmony, and focus. We value each other in pursuit of a greater purpose.*

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| The contents of this manual are presented for your information and understanding of our policies and procedures. This manual, in whole or in part, does not constitute an employment contract between you and the Company, nor does it constitute an offer of continued employment. Any portion of this manual or Company policies or procedures is subject to change without notice at the sole discretion of the Company. |

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**INTRODUCTORY STATEMENT**

We’re very happy to welcome you to Olson Construction Industries. We want you to feel that your association with our Company will be a mutually beneficial and pleasant one.

You have joined an organization that has established a reputation for outstanding performance and customer service. 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 manual provides answers to most of the questions you may have about Olson Construction Industries benefit programs, as well as the Company policies and procedures we abide by—our responsibilities to you and your responsibilities to Olson Construction Industries. If anything is unclear, please discuss the matter with your manager. You are responsible for reading and understanding this Employee Handbook, and your performance evaluations will reflect your adherence to Olson Construction Industries standards. In addition to clarifying responsibilities, we hope this Employee Handbook also gives you an indication of our interest in the welfare of all who work here.

From time to time, the information included in our Employee Handbook may change. Every effort will be made to keep you informed through suitable lines of communication, including 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 and promotion opportunities. Olson construction Industries is committed to doing its part to assure you of a satisfying work experience.

We extend to you our personal best wishes for your success and happiness at Olson Construction Industries.

Sincerely,

Isaac Barlow, President

Olson Construction Industries

**COMPANY GOAL**

It is the goal of Olson Construction Industries to provide quality goods and services to its customers as well as to provide a pleasant and safe working environment to its employees. While keeping these goals in mind, everyone must remember to project a professional, quality image at all times and to promote communication and teamwork from within; always remembering our core values.

There is no employee or department at Olson Construction Industries that can operate without the efforts of other people and/or other departments. Keeping the lines of communication open between all employees is vital to the smooth operation of Olson Construction Industries.

We believe that customer satisfaction and knowledgeable employees with positive mental attitudes are key elements in continuing the successful operation of this business. It is our goal to strive for continued growth in our industry.

Whether you are a new employee or an employee who has been with us for a while, we hope that you will enjoy working with us, and we look forward to growing with you.

**HOW TO USE THIS HANDBOOK**

This handbook is provided for your use as a reference and summary of our personnel policies, work rules, benefits and core values. It is designed to acquaint you with the Company’s policies as quickly as possible. Accordingly, you will find it to your advantage to read the entire handbook promptly so that you will have a complete understanding of the material covered.

Please understand that this booklet only highlights Company policies, practices and benefits for your personal education and, therefore, cannot be construed as a legal document. Changes in business or circumstances require that policies, practices and benefits described in the handbook change from time to time. Consequently, the Company reserves the right to amend, supplement or rescind any provisions of the handbook, as it deems appropriate at its sole and absolute discretion.

It is important that you read, understand and become familiar with the handbook and comply with the standards that have been established. Please talk with your supervisor if you have any questions, comments, suggestions or need for additional information.

**SECTION I: EMPLOYMENT**

**EMPLOYMENT AT WILL**

EMPLOYMENT IS WITH THE MUTUAL CONSENT OF YOU AND OLSON CONSTRUCTION INDUSTRIES. CONSEQUENTLY, BOTH YOU AND OLSON CONSTRUCTION INDUSTRIES HAVE THE RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE OR ADVANCE NOTICE. THIS “AT WILL” RELATIONSHIP WILL REMAIN IN EFFECT THROUGHOUT YOUR EMPLOYMENT WITH OLSON CONSTRUCTION INDUSTRIES UNLESS IT IS SPECIFICALLY MODIFIED BY AN EXPRESS WRITTEN AGREEMENT SIGNED BY YOU AND THE PRESIDENT OF OLSON CONSTRUCTION INDUSTRIES.

This Employee Handbook does not intend to establish any promise of continued employment or contractual rights between you and the Company. Rather, its only intent is to be a general outline of Company policies, practices and benefits, which management may change at its discretion at any time.

**EQUAL EMPLOYMENT OPPORTUNITY**

Olson Construction Industries is committed to equal employment opportunity for all qualified persons, physically capable of doing the job, without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, genetic history or sexual orientation to the extent required by law. This applies to all employment practices, including hiring, promotions, training, disciplinary action, termination and benefits. Olson Construction Industries also makes reasonable accommodations for disabled employees.

We expect all employees to show respect and sensitivity toward all other employees and to demonstrate a commitment to Olson Construction Industries equal opportunity objectives. If you observe a violation of this policy, you should report it immediately to your supervisor or the President.

Violation of this policy may result in disciplinary action, up to and including termination.

**IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Olson Construction Industries is committed to full compliance with the federal immigration laws and will not knowingly hire or continue to employ anyone who does not have the legal right to work in the United States. As an ongoing condition of employment, you will be required to provide documentation verifying your identity and legal authority to work in the United States.

**CONFLICTS OF INTEREST**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework with which Olson Construction Industries wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the President for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result or appear to result in a personal gain for that employee or for a relative as a result of Olson Construction Industries dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which Olson Construction Industries does business but also when an employee or relative receives any kickback, bribe, substantial gift or special consideration as a result of any transaction or business dealings involving Olson Construction Industries.

Any potential or actual business discussed with any Olson Construction Industries customers must be submitted to the President of the Company. After evaluating the merits of such work, only if Olson Construction Industries declines this work may an employee discuss working directly for that customer and only with specific permission from the President of Olson Construction Industries.

**SECTION II: ETHICAL AND LEGAL BUSINESS PRACTICES**

**EMPLOYMENT APPLICATIONS**

Olson Construction Industries relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications or material omissions in any of this information or data may result in Olson Construction Industries exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

**EMPLOYMENT REFERENCE CHECKS**

To ensure that individuals who join Olson Construction Industries are well qualified and have a strong potential to be productive and successful, it is the policy of Olson Construction Industries to check the employment references of all applicants. The appropriate staff will respond to all reference check inquiries from other employers as deemed acceptable. Responses to such inquiries will be limited to factual information that can be substantiated by Olson Construction Industries records.

**CHANGE OF STATUS/PERSONAL INFORMATION**

It is the responsibility of each employee to promptly notify the office in writing of any changes in status or personal information. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments and other such status reports should be accurate and current at all times.

**ORIENTATION PERIOD**

The Orientation Period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. Olson Construction Industries uses this period to evaluate employee capabilities, work habits and overall performance. Either the employee or Olson Construction Industries may end the employment relationship at will at any time during or after the Orientation Period, with or without cause or advance notice.

All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire. Any significant absence will automatically extend an Orientation Period by the length of the absence. If Olson Construction Industries determines that the designated Orientation Period does not allow sufficient time to thoroughly evaluate the employee’s performance, the Orientation Period may be extended for a specified period.

In cases of promotions or transfers within Olson Construction Industries, an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during a secondary Orientation Period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and the needs of Olson Construction Industries.

Upon satisfactory completion of the initial Orientation Period, employees enter the “regular” employment classification. Employment will still be at will.

During the initial Orientation Period, new employees are eligible for those benefits that are required by law, such as workers compensation insurance and Social Security. After becoming regular employees, they may also be eligible for other Olson Construction Industries provided benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

Benefits, eligibility and employment status are not changed during the secondary Orientation Period that results from a promotion or transfer within Olson Construction Industries.

**PERFORMANCE EVALUATIONS**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal day-to-day basis. Formal performance evaluations are conducted at the end of an employee’s initial period in any new position. This period, known as the Orientation Period, allows the supervisor and the employee to discuss the job responsibilities, standards and performance requirements of the new position. Additional formal performance evaluations are conducted annually to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths and discuss positive, purposeful approaches for meeting goals.

**SECTION III: BENEFITS AND PERSONNEL POLICY**

**EMPLOYEE BENEFITS**

Eligible employees at Olson Construction Industries are provided a wide range of benefits. A number of the programs (such as Social Security, workers compensation, state disability and unemployment insurance) cover all employees in the manner prescribed by law. Benefits eligibility is dependent upon a variety of factors, including employee classification.

**VACATION**

Hourly, salary and piece-rate employees will earn vacation time as follows:

● One week paid vacation for one year worked;

● Two weeks paid vacation for four years worked;

● Three weeks paid vacation for ten years worked.

Requests for vacation time off must be made in writing and submitted to management for approval at least 30 days in advance. Vacation requests will be approved on a first come, first served basis and only if the time off will not interfere with the normal business operations of the Company. Olson Construction Industries reserves the right to limit the times vacation time may be taken and the number of employees using vacation time during the same period.

**HOLIDAYS**

Hourly and salaried employees are eligible for holiday pay on observed holidays. In order to qualify for holiday pay, an employee must have completed the Company’s Orientation Period and must have worked the full day before and the full day after the holiday. Olson Construction Industries observes the following holidays:

New Year’s Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**PERSONAL DAYS**

Olson Construction Industries provides vacation pay for its employees. Personal Days are considered Vacation Days with Olson Construction Industries.

**SICK DAYS**

Olson Construction Industries provides pay for sick days to employees who have worked a minimum of 90 days for the Company. Employees who are unable to report to work due to illness or injury should notify the office before the scheduled start of their workday if possible. The office must also be contacted on each additional day of absence.

If an employee is absent for five or more consecutive days due to illness or injury, a physician’s statement must be provided verifying the disability and its beginning and expected ending dates. Earned sick time is calculated as follows:

● one hour paid sick leave for every 100 hours worked.

Before returning to work from a sick leave absence of five calendar days or more, an employee must provide a physician’s verification that he or she may safely return to work.

**ANTI-HARASSMENT AND ANTI-DISCRIMINATION POLICY**

The Company is committed to providing all employees with a workplace free of sexual or other types of harassment or discrimination based on race, color, religion, national origin, ancestry, age, gender, physical or mental disability or other protected classifications. The Company prohibits and will not tolerate unlawful harassment or discrimination by supervisors, coworkers or those who do business with the Company.

It is our policy to maintain a work environment free from all forms of unlawful harassment or discrimination and to insist that all employees be treated with dignity, respect and courtesy. Harassment, including sexual harassment and discrimination, is prohibited by law. The purpose of this policy is not to regulate our employees’ personal morality. It is to prevent harassment or discrimination from occurring and provide reporting channels if it does.

Harassment includes, without limitation: verbal harassment (derogatory statements, slurs, teasing, jokes, epithets and innuendo); physical harassment (sexual and personal touching, assault, physical interference with normal work or involvement); and visual harassment (posters, cartoons, drawings, computer materials, sexual gestures).

Sexual harassment is defined as unwanted sexual advances or visual, verbal or physical conduct of a sexual nature. Sexual harassment includes many forms of offensive behavior. The following is a partial list of the types of conduct that could constitute sexual harassment.

● Any offensive or unwelcome conduct, verbal or physical, based on a person’s gender;

● unwanted sexual advances;

● Offering employment benefits in exchange for sexual favors;

● Making or threatening reprisals after a negative response to sexual advances;

● Visual conduct such as leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters;

● Verbal conduct such as making or using derogatory comments, epithets, slurs and jokes;

● Verbal sexual advances or propositions;

● Verbal abuse of a sexual nature such as graphic verbal commentaries about an individual’s body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations;

● Physical conduct such as touching, assault, impeding or blocking movements.

The Company will do its best to keep the workplace free of unlawful conduct that creates an intimidating, hostile or offensive work environment for our employees. Your cooperation is needed to achieve the goal by reporting incidents of harassment or discrimination.

In the event that you experience or see or hear of any conduct that violates this policy, we urge you to contact your supervisor, Human Resources department or any member of the management team. You should also provide your complaint in writing to the Human Resources department. Supervisors will report all incidents of harassment to the Human Resources department. The Company will, to the extent possible, treat the matter with the degree of confidentiality that is appropriate under the circumstances.

You should report any harassment or discrimination, even if the person committing the conduct is not an employee of the Company. The Company’s policy is to take appropriate action to protect its employees from harassment and discrimination, regardless of who commits the harassment or discrimination.

All complaints will be promptly and thoroughly investigated, and employees are expected to cooperate fully in the investigation process.

If, after investigation, the complaint or concern is determined to be justified, the Company will take necessary and appropriate action to end the harassing or intimidating conduct and prevent its recurrence, including discipline up to and including termination of employment.

Those who use the complaint procedure will not be subjected to any acts of harassment, coercion, intimidation or retaliation due to their reporting an incident or participating in an investigation or proceeding concerning the alleged harassment.

In addition, disciplinary action will be taken against any employee(s) who attempt to discourage or prevent any harassment victim from using the Company’s complaint procedure to report harassing conduct. Accordingly, any retaliatory conduct should be reported immediately to your supervisor or Human Resources department.

**DISABILITY ACCOMMODATIONS**

The Company is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. The Company recognizes employees with life-threatening disabilities such as cancer, heart disease and AIDS may wish to continue their normal pursuits, including work to the extent that their condition allows. The decision to continue work will be based on the employee’s ability to perform the essential functions of the position, with or without reasonable accommodation, to the Company’s expected performance standards. The Company will reasonably accommodate a qualified person’s disability provided it does not cause undue hardship to the Company. Should an employee believe that an accommodation may be needed in order to perform the essential functions of the employee’s position; the employee should discuss the matter with their manager and the Human Resources department.

**CRIMINAL CONVICTIONS/BACKGROUND CHECKS**

The Company has the right not to employ or continue to employ anyone who has been convicted of a felony or misdemeanor involving illegal drugs, dishonesty or breach of trust, breach of peace, theft, robbery or any crime of violence. Also, to ensure that we don’t get incorrect or second-hand information, any criminal conviction that occurs after you are employed must be brought to the attention of your manager within 24 hours.

The Company may also conduct background checks that may include criminal convictions, motor vehicle records and other relevant background information. You may also be required to provide proof of automobile insurance coverage if you operate your personal vehicle to conduct Company business.

**LEAVES OF ABSENCE**

The Company may grant leaves of absence to employees in certain circumstances. It is important to request any leave in writing as far in advance as possible. If the leave is a Family and Medical Leave Act leave, the correct forms must be obtained from the Human Resources department. It is important to keep in touch with your supervisor or the Human Resources department during your leave and to give prompt notice if there is any change in your return date. If your scheduled leave expires and you have not contacted your supervisor or the Human Resources department, the Company will assume that you do not plan to return and wish to terminate your employment. If you are unwilling or unable to return to work at the conclusion of any agreed leave, your employment may be terminated.

It is understood that you will not obtain other employment while you are on a leave of absence. Acceptance of other employment while on leave, unless otherwise agreed to in advance, will be treated as a voluntary resignation from employment at the Company.

**Funeral or Bereavement Leave of Absence**. In the event of the death of your current spouse, child, parent, legal guardian, brother, sister, grandparent, grandchild or mother-, father-, sister-, brother-, son- or daughter-in-law, you may take up to three (3) consecutive *scheduled* workdays off with pay with the approval of your supervisor.

A leave status must be completed indicating the number of days requested, your relationship to the deceased and have your manager’s approval.

**Personal Leave of Absence**. A personal leave of absence without pay may be granted at the discretion of the Company. A personal leave of absence may affect your benefit plan coverage. Ask your supervisor for information.

**Military Leave of Absence**. The Company grants full and part-time employees who are members of the United States Uniformed Services leaves of absence to fulfil military obligations and reemployment rights following separation from service, in accordance with state and federal law. Employees requiring leave must provide their supervisor with advance notice of the need for leave, unless notice is impossible or prevented by military necessity.

Members of the National Guard or Reserve components of the armed forces will be granted leaves to attend annual training exercises and periodic drills. Exempt employees taking such leave will be paid at half their normal pay for up to 30 days of military leave. Benefits for all employees will continue during such leave.

Employees who enlist or are called to active duty in the United States Uniformed Services are entitled to reemployment pursuant to the Uniformed Services Employment and Reemployment Rights Act, provided that a timely application for reemployment is received, applicable active duty services did not exceed five (5) years, the employee’s separation from service was under honorable conditions and reemployment would not create an undue hardship for the Company. Employees returning to work or applying for reemployment should do so within the following time frames:

|  |  |
| --- | --- |
| **Service Length** | **Return Date** |
| 1-30 days | The first scheduled workday eight (8) hours after the employee’s return home |
| 31-180 days | Within fourteen (14) days after completion of service |
| 181+ days | Within ninety (90) days after completion of service |

Employees who leave the Company for active duty service shall not receive pay or accrue vacation or sick time during periods of such service. Health care benefits may be continued, at the employee’s expense, for up to eighteen (18) months after an active duty absence begins. Upon reemployment, periods of military service are considered service with the Company for purposes of vesting or accruing benefits in any Company-sponsored pension or retirement plan, reinstatement of health care benefits and any other right or benefit that is determined by the employee’s length of service.

**Family and Medical Leave Policy**. Employees employed for one year or more *and* who have worked at least 1,250 hours in the preceding year may qualify for a maximum of 12 weeks of leave per year for one or more of the following reasons:

* the birth of the employee’s child and in order to care for the child during the first year of birth;
* the adoption of a child by the employee or the placement of a child with the employee for foster care and in order to care for the child during the first year of placement;
* to care for a spouse, child or parent who has a serious health condition or due to the employee’s own serious health condition[[1]](#footnote-1);
* when an immediate family member (spouse, child or parent) is a retired member of the Armed Forces, reservist or member of the National Guard who is ordered to active military duty in order to make necessary arrangements for the absence.

Employees who are the spouse, son, daughter, parent or next of kin of a member of the United States Armed Forces who is recovering from a serious illness or injury sustained in the line of active duty may be entitled to up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for the service member.

Eligibility Requirements. In order to be eligible for Family and Medical Leave, you must:

◦ have at least one (1) year of service;

◦ have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months immediately prior to the date requested for leave.

Leave requests by employees who do not meet these eligibility requirements for Family and Medical Leave may be granted by the Company at its sole discretion, in which case there is no guaranty of reinstatement at the conclusion of the leave.

Requests for Family and Medical Leave. All requests for Family and Medical Leave (or extensions) must be submitted on a Status Change and FMLA Request form for final approval. If the need for the leave is foreseeable, you must provide at least thirty (30) days advance notice. If unforeseeable, leave requests must be made as soon as practicable under the circumstances. Failure to provide proper notice may result in delay or denial of leave.

Medical Certification. If you need to request a leave due to your own serious health condition or to care for a child, spouse or parent who has a serious health condition, your request should be accompanied by a “Medical Report” form that may be obtained from the Human Resources department. This certification must be completed by the health care provider responsible for your own or a family member’s treatment. Failure to return the form within 15 days from your leave request may result in denial of leave or loss of other rights.

If the certification is incomplete or insufficient, the Company will inform you in writing of the additional information needed and give you seven (7) days to resolve the deficiency.

If your leave exceeds thirty (30) days or you ask for an extension of your leave, you may be required to provide additional medical certification of your inability to work. The Company may require you to obtain a second or third medical opinion. If a second or third medical opinion is requested, the Company will pay for the examination fees.

Scheduling of Leave. If the leave is for the care of a child after birth or adoption, you must complete the leave within one (1) year of the birth or adoption.

Family Leave and Medical Leave may be taken intermittently or on a reduced schedule if it is medically necessary to care for a spouse, parent or child with a serious health condition or for your own serious health condition. You may be temporarily transferred to an alternative position with equivalent pay and benefits that better accommodates a reduced or intermittent schedule. Intermittent leaves, reduced schedules and leaves that are foreseeable must be scheduled in a manner that will minimize disruption to operations. Leave to care for a new child may be taken only in consecutive weeks, e.g. four weeks, eight weeks, etc., up to 12 weeks.

Maximum Duration of Family Leave and Medical Leave. Your leave will be counted as part of your entitlement to family and/or medical leave under the Family and Medical Leave Act (“FMLA”) and any similar state laws. Under most circumstances, you will be granted a maximum of twelve (12) weeks of FMLA leave during any twelve (12) month period. For the purpose of calculating the twelve (12) week maximum, any other Family and Medical Leave taken during the twelve (12) month period will be included. The “twelve (12) month period” will be measured backwards from the date you use any Family and Medical Leave.

A leave to care for a child after birth or adoption may be limited to less than twelve (12) weeks if your spouse is employed by the Company and is also taking Family and Medical Leave to care for the new child.

Outside Employment. If you are eligible and your leave is approved, you may not be employed with any employer other than the Company during your leave. **Outside employment during your leave will result in immediate termination**.

Use of Paid Leave. An employee going on leave must utilize all sick and vacation time as part of his/her leave period and will receive all normal and customary pay for sick leave and vacation time used. However, if these benefits are exhausted prior to the end of the leave, the remainder of the leave will be without pay by the Company.

Continuation of Health Insurance. The Company will continue its normal contribution toward your health insurance premium for the allowed weeks of FMLA leave taken during any twelve (12) month period. You are required to continue to make your normal premium contribution during the entire leave. Any insurance payment for which you are responsible must be made to the Company. Failure to make such payment will result in the cancellation of your insurance.

If you elect not to return to work after the expiration of your leave, you may be required to reimburse the Company for all health insurance premiums paid by the Company during your leave.

Other Benefits Cease Accruing. You are not eligible for holiday pay during your leave. In addition, you will not be eligible to earn sick or vacation time until you return to work. However, your leave will not be deemed a break in your length of service.

Reinstatement. When you are able to return to work, you should give the Company at least two (2) weeks’ notice. This is important so that your return to work is properly scheduled. Upon your return, a doctor’s certificate stating that you are physically able to return to your normal duties will be required.

You should understand that you have no greater right to reinstatement or to other benefits of employment than if you had continued to work during your leave. On that basis, the Company will reinstate you to your former job or an equivalent position if you return from your Family and Medical Leave within twelve (12) weeks, unless you would not otherwise have been employed if leave had not been taken.

**Jury Duty**. The Company encourages employees to serve on jury duty when called. Nonexempt employees who have completed their introductory periods will receive full pay while serving up to five (5) days of jury duty over any two (2) year period. All employees are expected to notify their supervisors as soon as they receive a jury duty notice.

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available vacation time off or may request an unpaid jury duty leave of absence. Employees will not be dismissed or penalized in any way for serving as a juror, in accordance with applicable state and federal law.

**Witness Duty**. If you are required to appear as a witness in a court or hearing, you are to bring the subpoena to your supervisor within three (3) working days of receipt.

Hourly employees will not be paid for time spent at witness duty. As an hourly employee, if you are excused from witness duty during your regular working hours, the Company expects you to return to work. You may retain any funds that you receive for serving as a witness.

**Victim Leave**. If you or an immediate family member are a victim of a violent crime, you are eligible for non-paid time off to attend the court proceeding involving the perpetrators of the crime, including trials and post-trial hearings. You must provide the notice received from either law enforcement or the prosecutor to your supervisor for approval of time off. Hourly employees will not be paid for time spent at court proceedings but will be allowed to use any accrued vacation time that they may have available.

Exempt salaried employees generally will be paid for time spent serving if the court proceedings are expected to last less than an entire workweek. As an exempt salaried employee, you must inform the Company if the court proceedings are expected to last for an entire workweek or more. If the court proceedings last for an entire workweek or more, exempt salaried employees will not be paid for that workweek but will be allowed to use any accrued vacation time that they may have available. If you have any questions regarding this leave or confidentiality of this information, please discuss with the Human Resources department.

**WORKERS COMPENSATION INSURANCE**

Olson Construction Industries provides a comprehensive workers compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical or hospital treatment.

Employees who sustain work-related injuries or illnesses must inform their supervisor if available or office staff immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Olson Construction Industries will not be liable for the payment of workers compensation benefits for injuries that occur during an employee’s voluntary participation in any off-duty recreational, social or athletic activity sponsored by Olson Construction Industries.

**SECTION IV: TIMEKEEPING/PAYROLL**

**TIMEKEEPING**

Accurately recording time worked is the responsibility of every non-exempt employee. Federal and state laws require Olson Construction Industries to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Olson Construction Industries requires that all employees start work immediately at the start of their shift.

Employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period on the time clock. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

Altering, falsifying, tampering with item records or recording time on another employee’s time record may result in disciplinary action, up to and including termination of employment.

If corrections or modifications are made to time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

**PAYDAYS**

All employees are paid twice a month. In the event of a holiday, the regularly scheduled payday will be delayed for one day.

**TARDINESS AND ABSENCE**

It is important that employees work their assigned schedules as consistently as possible. However, Olson Construction Industries understands that because of illness or emergency you may be unable to come to work.

If you are unable to report to work for any reason, you must report by telephone to the office or the foreman of your project no less than 15 minutes before the understood start time. It is your responsibility to keep management informed on a daily basis during a short-term absence and to provide medical verification when asked to do so.

A tardy or absence is considered “excused” ONLY when you call ahead of time and the tardy or absence is for a compelling reason. The Company reserves the right, at its sole discretion, to determine what constitutes a compelling reason. A tardy or absence for a non-compelling reason and failing to call in according to Company policy will be considered “unexcused.”

We consider “unexcused” tardiness and absence to be a serious problem. However, employees who are tardy or absent excessively or show a consistent pattern of absence, whether “excused” or “unexcused,” may be subject to disciplinary action, up to and including possible termination.

If you do not call in or report to work for three consecutive workdays, you will be considered to have voluntarily quit.

**EMPLOYMENT TERMINATION**

Since employment with Olson Construction Industries is based on mutual consent, both the employee and Olson Construction Industries have the right to terminate employment at will, with or without cause, at any time. Employee benefits will be affected by employment termination in the following manner: All accrued, vested benefits that are due and payable at termination will be paid, less taxes. Some benefits may be continued at the employee’s expense if the employee so chooses. If the employee chooses to not give a two weeks’ notice of termination, Olson Construction Industries will hold all owed vacation pay and regular pay until the next pay period.

At times employees may seek rehire following termination. The termination of employment may have been voluntarily or involuntarily. Regardless, the option to rehire such an employee is to be considered on a case-by-case basis, subject to approval of the President of Olson Construction Industries.

**SECTION V: WORK CONDITIONS AND HOURS**

**WORK SCHEDULES**

Work schedules for employees vary throughout our organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. During any paid break, employees are not permitted to leave the property.

**USE OF TELEPHONES**

Personal use of telephones for outgoing calls, including local calls, is not permitted except on an emergency basis. Employees will be required to reimburse Olson Construction Industries for any charges resulting from their personal use of the telephone, including any other additional charges that the Company deems appropriate. An employee may be dismissed for misuse of Company telephones.

**SMOKING**

In keeping with Olson Construction Industries intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace. Smoking is not allowed in any Olson Construction Industries facility. Smoking is only allowed in unrestricted, public areas outside of Olson Construction Industries buildings at least five feet from any opening into the building.

**GRIEVANCES**

An efficient, successful operation and satisfied employees go hand in hand. Employee grievances are of concern to Olson Construction Industries, whether the problems are large or small. It will always be our policy to give full consideration to every employee’s opinion. There will be no discrimination against anyone for their part in presenting grievances. A grievance is defined as any event, condition, rule or practice that YOU believe violates your civil rights, treats you unfairly or causes you any degree of unpleasantness or unhappiness on the job. This covers a wide range of circumstances—everything from the workplace and other working conditions to policies or practices that hinder your performance. A grievance may deal with an attitude, statement or an opinion held by a supervisor or other employee.

Olson Construction Industries has an Open Door Policy. When you have a grievance or other problem, your immediate supervisor is the first person to see.

The grievance procedure is as follows:

1. SEE YOUR SUPERVISOR FIRST. If anything is bothering you, we would like to hear about it. If you feel that any working condition, policy, practice or action by Olson Construction Industries or by any member of management is unjust, tell your supervisor about it and discuss the matter confidentially and in private with them. If you decide to do this, please stay in your workplace and contact your supervisor before leaving. Establish with your supervisor an appropriate time and place to discuss your concern. If for some reason your supervisor fails to offer you the opportunity to discuss the matter, or if the discussion does not lead to a satisfactory conclusion, then proceed to the next step.
2. PUT IT IN WRITING. It makes a difference when you put your grievance in writing—understanding the situation and what you think the ideal condition should be and some ideas for achieving your desired condition will help your supervisor go to work for you. Explain the present situation, the desired condition, and your proposed solution/ suggestion. Submit this to your supervisor. If your supervisor is directly involved in the grievance, then the grievance should be taken to senior management.
3. GRIEVANCE CONFERENCE. The President will review the grievance, determine whether your supervisor should be present and schedule a conference. At this conference, feel free to discuss your complaint and substantiate your reasons for feeling the way you do. The President will consider your input and render a decision. The purpose of this conference is to give the Company a chance to clear up any problem, complaint or grievance and to evaluate your suggestions. For this policy to work, each employee and each member of management must want it to work and be willing to do whatever it takes to make it work.

**SAFETY**

It is the policy of Olson Construction Industries to provide a safe and healthy place of employment to all its employees. The purpose of this policy is to educate our employees and to teach safe work practices. The goal for everyone should be to prevent accidents.

Each employee is expected to obey safety rules and to exercise caution in all work activities.

Employees must immediately report any unsafe condition to the appropriate supervisor.

Employees who violate safety standards, who cause hazardous or dangerous situations or who fail to report or, where appropriate, remedy such situations may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers compensation benefits procedures.

It is important that all employees be on the lookout for unsafe conditions. If, at any time, you observe a condition that appears to be unsafe, if possible, correct the situation immediately. If you are unable to make corrective action, report the problem to your supervisor.

**SECTION VI: EMPLOYEE CONDUCT AND WORK RULES**

**RULES OF CONDUCT**

To ensure orderly operations and provide the best possible work environment, Olson Construction Industries expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

● Theft or inappropriate removal or possession of property;

● Falsification of timekeeping records;

● Working under the influence of alcohol or illegal drugs;

● Possession, distribution, sale, transfer or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment;

● Negligent or improper conduct leading to damage of employer-owned or customer-owned property;

● Violation of safety or health rules;

● Smoking in prohibited areas;

● Excessive absenteeism or any absence without notice;

● Unauthorized absence from workstation during the workday.

● Unauthorized use of telephones, mail system;

● Violation of personnel policies;

● Unsatisfactory performance or conduct;

● Divulging the hourly, salary or piece-wage of yourself or another employee;

● Conduct or speech (GOSSIP) inciting other employees of Olson Construction Industries to rebellion and/or insubordination to their supervisors.

Employment with Olson Construction Industries is at the mutual consent of Olson Construction Industries and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

**PROGRESSIVE DISCIPLINE**

The purpose of this policy is to state Olson Construction Industries position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

Olson Construction Industries own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence and prepare the employee for satisfactory service in the future.

Although employment with Olson Construction Industries is based on mutual consent and both the employee and Olson Construction Industries have the right to terminate employment at will, with or without cause or advance notice, Olson Construction Industries may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps—verbal warning, written warning, suspension (decision day) with or without pay or termination of employment—depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: A first offense may call for a verbal warning; a next-time offense may be followed by a written warning; another offense may lead to a decision day (suspension); and still another offense may then lead to termination of employment.

We recognize that there are certain types of employee problems that are serious enough to justify either a suspension or, in extreme situations, termination of employment without going through the usual progressive discipline steps.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and Olson Construction Industries.

**RETURN OF PROPERTY**

Employees are responsible for all property, materials or written information issued to them or in their possession or control. Employees must return all Olson Construction Industries property immediately upon request or upon termination of employment. Where permitted by applicable laws, Olson Construction Industries may withhold from the employee’s check or final paycheck the cost of any items that are not returned when required. Olson Construction Industries may also take all action deemed appropriate to recover or protect its property.

**DRUG AND ALCOHOL USE**

It is Olson Construction Industries desire to provide a drug-free, healthful and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. Olson Construction Industriesreserves the right for drug testing at the Company’s expense.

While on Olson Construction Industries premises and while conducting business-related activities off Olson Construction Industries premises, no employee may use, possess, distribute, sell or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee’s ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

**NOTE: Any injury or accident that requires an employee to visit a medical center will be required to be tested for drugs and alcohol. Any person who causes an incident which results in an injury of another employee or damage to equipment shall also be subject to alcohol and drug testing.**

**SECTION VII: GENERAL INFORMATION**

**CONCLUSION**

This manual has attempted to give you as full an understanding as possible about the operations of Olson Construction Industries and the expectations the Company has of its employees. Again, we cannot cover every possible question or every possible circumstance surrounding your employment here. We encourage you to take up any questions with management and actively solicit your input regarding ways to make Olson Construction Industries a better place to work.

**ACKNOWLEDGMENT OF SEXUAL HARASSMENT POLICY**

I have been informed of the Company’s policy regarding sexual harassment, actions to take if I feel I have been victimized and have received a copy of the Company’s Sexual Harassment Policy (included in the Employee Handbook).

Print Name

Signature Date

**ACKNOWLEDGMENT OF ANTI-HARASSMENT POLICY**

I have read and understand the Company policy on prohibited harassment including sexual harassment listed in the Employee Handbook.

The policy, in part, states: “It is our policy to maintain a work environment free from all forms of harassment or discrimination and to insist that all employees be treated with dignity, respect and courtesy. Harassment, including sexual harassment and discrimination, is prohibited by federal, state or local law. The purpose of this policy is not to regulate our employees’ personal morality. It is to assure that in the workplace harassment or discrimination does not occur. Harassment includes, without limitation: verbal harassment (derogatory statements, slurs, teasing, jokes, epithets and innuendo); physical harassment (sexual and person touching, assault, physical interference with normal work or involvement); and visual harassment (posters, cartoons, drawings, computer materials, sexual gestures). Sexual harassment is defined as unwanted sexual advances or visual, verbal or physical conduct of a sexual nature. Sexual harassment includes many forms of offensive behavior. The following is a partial list of the types of conduct that could constitute sexual harassment.”

In the event that you see or hear of any conduct that violates this policy, we urge you to contact your supervisor, Human Resources department or any member of the management team. You should also provide your complaint in writing to the Human Resources department. Sexual harassment and other forms of harassment as outlined above are prohibited by the Company and will not be tolerated. The Company will take disciplinary actions including termination against employees who violate the harassment policy.

I have watched the Company’s video on sexual harassment.

I understand the Company’s policy on sexual harassment and other prohibited harassment and understand the consequences of violations of those policies. I further understand that this acknowledgement of the Company’s harassment policy does not change my “at will” status with the Company nor is it intended to create a promise or representation of continued employment.

Employee’s Name – Printed

Social Security Number

Employee Signature Date

**ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK**

I have been told how to access the Employee Handbook containing Company personnel policies and procedures electronically, have been told that a hard copy is available in the office and have read it and fully understand all of the provisions therein.

This handbook supersedes all previous memos, materials and handbooks. The information in this manual is for use as a guideline only, and it is not meant to be considered as a contract of any kind. This information can be changed with the exception of the “at will” employment policy. Owing to limitations of space, ongoing changes within the Company and periodic change in applicable federal and state laws, the information in this manual cannot be a complete or final statement as to Company policy. Therefore, employees may refer to their supervisor for information regarding the applicability of the guidelines in this manual to any particular situation.

I know how to access a copy of the Employee Handbook and have read the Company’s Anti-Harassment and Anti-Discrimination Policy, Arbitration Agreement and Drug Testing Policy.

I understand that I am being asked to review the information contained within this handbook and raise any questions that I may have about the stated policies or procedures with the Director of Human Resources.

I understand that as a matter of the Company’s policy employment is at the will of the employee and the employer and can be terminated at any time without cause.

Further, I understand that no one other than the Owner of the Company may modify or change the “at will” nature of my employment relationship. Any such modification must be in writing and signed by the President of the Company and me.

Employee’s Name – Printed

Social Security Number

Employee Signature Date

**THIS PAGE MUST BE SIGNED AND**

**RETURNED WITH NEW HIRE PACKET**

**TO THE PAYROLL DEPARTMENT**

**RETURN OF EMPLOYEE HANDBOOK**

Return of Employee Handbook acknowledged.

Date

Signature

Date

President

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1. \*A serious health condition includes an illness, injury or impairment that requires (1) absence from work, school or other normal daily activities for more than three days; (2) in-patient care at a hospital, hospice or residential medical care facility; (3) care by a licensed health care provider for a continuing or chronic condition; or (4) absences due to pregnancy. [↑](#footnote-ref-1)