

# ***CLOW***

## ***MODERN METALWORKS***

### **Employee Handbook**

Adopted: March 2026



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## CLOW PRINCIPLES AND GUIDELINES

Clow is a family-owned and family-focused company providing world-class metal stampings and fabrications to recognized Original Equipment Manufacturers (or OEMs).

### CORE VALUES

**COMMITTED:** We act with the greater good in mind. We do what's right, not what's easy. We are ambitious, reliable, capable and safety-minded. We have a can-do attitude. We show up, we give it our best effort, and we make it happen!

**QUALITY-MINDED:** We hold the highest of standards, striving for excellence in all that we do. We are accurate, thorough, and attentive to detail. We take pride in our craft, providing the highest quality parts and services.

**SERVICE FOCUSED:** We understand the value of reputation, so we do what we say and we deliver what we promise. We go above and beyond to proactively address customer concerns and needs. We take responsibility for our actions, because we know our actions add value.

**WELCOMING & HELPFUL:** We have a positive attitude and treat others with respect. Our co-workers feel welcomed and appreciated because of the friendly way in which we interact with them. We genuinely want others to have a good day at work, and strive to be someone others want to work with.

## COMPANY HISTORY

The oldest of five children, Everett Clow was born in Barrett, Minnesota, and graduated from the West Central School of Agriculture at Morris with top honors, later training in toolmaking at Dunwoody Institute. He worked as a tool-and-die maker at Federal Stamping before deciding, at age 42, with his wife Gladyce, to start their own metal fabrication business. Together, they purchased a small manufacturing shop that employed 8 people, renamed it, and moved it from Bloomington to St. Louis Park, Minnesota. At that time, its customers were all metro based. After hiring its first manufacturers' representative organization in 1971, sales expanded to a national level. The customer base included customers in the computer, copier, business, and snowmobile industries.

In June of 1973 the company purchased the site of its current operations, a 15,750 square foot facility in Merrifield, Minnesota, as an expansion site. In 1980 the company moved the remainder of its St. Louis Park operations to Monticello, Minnesota. In 1985, all production was consolidated at the Merrifield location, leaving the Monticello location to focus on assembly, final inspection, and packaging until 2006 when all operations were combined under one roof.

Gladyce and Everett's three children, Ric, Reggie, and Tara (Lynne), grew up with the family business. Both sons were active in operations with Ric ultimately managing the Monticello location while Reggie lead the Merrifield facility.

Today the Merrifield facility is over 396,000 square feet, employs approximately 500 full-time employees, and provides metal stampings to several Fortune 500 companies. Top industries served include agriculture, recreational vehicles, lawn and garden, lighting, exercise equipment, petroleum, and refrigeration. The company remains a family organization, owned and led by second generation Reggie Clow and third generation Gabe Clow. The family leadership has grown operations from that eight-person shop to one of the largest metal stamping companies in the Midwest. Through the years, the company has experienced substantial growth because of the exceptional value, quality, on-time delivery, and customer service provided to its customers.

A career at Clow, regardless of the department, starts with commitment. From the executive leadership team through the ranks, associates commit to an ethic of hard work and a mission to produce the highest quality products in the industry.

Clow, in turn commits to creating a family-focused environment where associates can excel. This atmosphere of mutual respect allows the individual to thrive, as evidenced by many associates who have made a lifetime career with the company.

## **I. ABOUT THE HANDBOOK**

We prepared this Employee Handbook as a guide to help you “get acquainted” with Clow (“the Company”). It will help you to understand the Company’s way of doing business.

In this Handbook, you will find information about your opportunities, benefits, and responsibilities. We hope it will help you feel comfortable with us. We depend on you - your success is our success. The policies and guidelines as presented here are not designed to restrict you as an individual, but rather to provide the basis for the **TEAMWORK** that is necessary whenever a group of people work together.

Please read this Handbook carefully and keep it handy for future reference. Some of the information is of a general nature and some of it is the Company’s policy. You can obtain detailed information about the subjects covered and their application to your particular situation from your Director, Manager or Supervisor and/or from the Human Resources Department. Feel free to ask any questions that come up at any time.

The Company is dedicated to providing our customers the best quality products and service at a competitive price, while providing you with competitive wages, a comprehensive benefits package and a safe and welcoming place to work.

Always put safety first. We are committed to providing you with as safe of a working environment as we possibly can.

Again, we welcome you as a member of our team and are glad to have you with us. We look forward to you contributing your abilities, enthusiasm, and suggestions, as we all work together for the continued success of our organization.

## **II. OUR POLICIES**

### **A. Nature of Our Employment Relationship**

This Handbook is intended to assist you in becoming familiar with our policies, procedures and benefits. It does not constitute a guarantee that your employment will continue for a specified period of time or end only under certain conditions. Unless expressly modified by a written agreement, employment with the Company is a voluntary employment-at-will relationship for no definite period of time, and nothing in this Handbook constitutes an expressed or implied contract of employment or guarantee of any benefit. You have the right to terminate your employment relationship for any reason with or without cause or notice at any time and the Company may do the same.

The Company may, in its discretion, amend, supplement, modify or eliminate one or more of the benefits, work guidelines or policies, with or without prior notice. However, the Company will attempt to provide advance notice prior to the implementation of any such changes or modifications by official electronic communication methods.

No supervisor or manager has the authority to amend or modify this Handbook. Any final decision regarding the interpretation of our policies rests with our President. Only our President has the authority to make any individual agreement contrary to this policy, and any such individual agreement must be in writing and signed by the employee and the President or Director of HR.

Nothing in this Handbook, including, but not limited to, its confidentiality, information security, visitors, distribution, no solicitation, and electronic communications (email, voicemail, internet use, social media, etc.) policies, is intended to interfere with or restrict employees' rights to lawfully engage in or refrain from engaging in protected, concerted activity under the law such as pursuing grievances, criticism or complaints about wages, benefits, working conditions or employer policies, supporting or opposing union organizing, and/or collective bargaining, or other lawful group action, without fear of reprisals. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), Securities and Exchange Commission ("SEC") or any other federal, state or local agency charged with the enforcement of any laws.

## **B. Equal Employment Opportunity**

The Company believes in providing equal employment opportunities for all employees. The Company will not violate any law prohibiting discrimination for or against any employee or applicant for employment on the basis of race (including traits associated with race such as hair texture and hair styles such as braids, locs and twists), color, religion, creed, age, sex (including pregnancy, lactation, childbirth or related medical conditions), gender identity, national origin, ancestry, marital status, familial status (including status as a family caregiver), physical or mental disability (including those related to pregnancy or childbirth), membership or non-membership in a labor organization, sexual orientation (actual or perceived), status with regard to public assistance, genetic information, membership or activity in a local human rights commission, the use of lawful products (e.g. tobacco products) off company premises during nonworking hours, complaining in good faith to the Company or a public authority, or any other characteristic protected under local, state, or federal statute, ordinance, or regulation. Applicants and employees will be evaluated solely on the basis of their conduct, their compliance with the Company's policies, practices, and legitimate expectations, and their performance and experience.

If you believe that you have been unlawfully discriminated against, you must bring this to the attention of your supervisor or the Director of HR. Employees can bring complaints, ask questions, and raise concerns under this policy without fear of reprisal. After a report is received, a thorough and objective investigation by the Company will be undertaken. The investigation will be completed, and a determination made and communicated to the employee as soon as practical. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any other Company policies.

If we determine that this policy has been violated, prompt remedial action will be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any future harassment or discrimination prohibited by this policy. If a complaint of prohibited harassment, discrimination or retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

Retaliation is prohibited against any person by another employee or by the Company for using this complaint procedure, reporting proscribed harassment, or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal

consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit. An employee should report any retaliation prohibited by this policy to their supervisor, any management team member or to Human Resource. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

This policy applies to all aspects of an employee's employment with the Company, including, promotions, demotions, transfers, recruitment, advertising, layoffs, terminations, compensation, hiring and training, and to all applicants. All employees and applicants are responsible for understanding, adhering to, and strictly enforcing this policy.

### **C. Belonging**

Clow is committed to fostering, cultivating and preserving a culture of diversity, equity and inclusion. Our human capital is the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only our culture, but our reputation and company's achievement as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

Clow's diversity initiatives are applicable – but not limited to – our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; termination; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through multiple shift options to accommodate employees' varying needs.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for the diversity.

All employees of Clow have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other company-sponsored and participative events.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action, up to and including termination.

Employees who believe they have been subjected to any kind of discrimination that conflict with the company's diversity policy and initiatives should seek assistance from a supervisor or an HR representative.

## **D. Non-Harassment Policy**

### **1. Harassment Policy Statement**

As indicated above, the Company is committed to providing a work environment that is free of unlawful discrimination. This policy includes the prohibition of harassment based upon any of the characteristics listed in our Equal Employment Opportunity Policy above. Many harassment situations in the work environment involve sexual harassment. However, complaints alleging harassment based upon other protected characteristics will be handled in the same manner as complaints alleging sexual harassment. The “work environment” includes all of the Company’s premises, and any other locations where Company-sponsored activities take place, any off-site location where Company business is conducted, and on social networking sites if the Company, its customers, suppliers, or employees are referenced or included in communications. “Sexual harassment” is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a. Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual’s employment;
- b. Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual’s employment; or
- c. Such conduct has the purpose or effect of substantially interfering with an individual’s work performance or creates an intimidating, hostile, or offensive work environment, and the Company knew or should have known of the existence of the harassment and failed to take timely and appropriate action.

Sexual harassment includes various forms of offensive behavior based on sex. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates);
- Offers of employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages;
- Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes, or comments about an individual’s body or dress, whistling or making suggestive or insulting sounds;
- Verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual’s body or dress, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets or other social media postings;
- Physical conduct: touching, assault or impeding or blocking normal movements;
- Retaliation for making reports or threatening to report sexual harassment.

## 2. Other Types of Harassment

Harassment on the basis of any legally protected status is prohibited, including harassment based on: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status or any other status protected by federal, state or local law. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. It also includes, but is not limited to:

- Verbal conduct including taunting, jokes, threats, epithets, derogatory comments or slurs based on an individual's protected status;
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, social media, emails, text messages or gestures based on an individual's protected status; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected status.

If you believe that you are being subjected to harassment, you must:

- First: Tell the harasser to stop, if you feel comfortable doing so.
- Second: Make a record and immediately report the incident to your supervisor or to the Director of HR
- Third: If the conduct continues, this should also be immediately reported to the Director of HR.

Any reported incident will be investigated. Complaints and actions taken to resolve harassment will be handled as confidentially as possible, given the Company's obligation to investigate and act upon reports of such harassment. Employees may bring complaints, ask questions, and raise concerns without fear of reprisal under this policy. All employees are responsible for understanding, adhering to, and strictly enforcing this policy. Any violation of this policy may result in discipline, up to and including termination. Making false allegations is also a violation of this policy.

## 3. Investigation and Recommendation

The Company will, upon receipt of a report or complaint alleging harassment or other inappropriate conduct, authorize an investigation. The Company will generally respond to an employee's complaint within ten (10) to fourteen (14) days.

In determining whether the alleged conduct constitutes harassment or other inappropriate conduct, the Company may consider the surrounding circumstances, the nature of the alleged statements or conduct, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes harassment or other inappropriate conduct requires consideration of all the facts and surrounding circumstances.

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint or report is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint or report. The investigation may also include any other lawful methods deemed pertinent by the investigator. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any other Company policies.

In addition, the Company may take immediate steps, at its discretion, to protect the complainant, witnesses, or other employees pending completion of an investigation.

#### 4. Prohibition Against Retaliation

All forms of unlawful retaliation are prohibited, including any form of discipline, reprisal, intimidation or other form of retaliation for participating in any activity protected by law. Employees shall not retaliate against any person who complains of or reports alleged harassment or other inappropriate conduct or retaliate against any person who testifies, assists, or participates in an investigation, proceeding, or hearing relating to a harassment complaint.

If you are subjected to any conduct that you believe violates this policy, you must promptly speak to, write, or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, the Director of HR within ten (10) days of the offending conduct. Additionally, any manager or supervisor who observes retaliatory conduct must report the conduct to the Human Resources Director so that an investigation can be made and corrective action taken, if appropriate.

#### 5. Discipline and Other Appropriate Action

The Company may take any appropriate action it deems necessary in response to complaints which are confirmed by investigation or for other violations of this policy. If investigations into employee allegations reveal other people were discriminated against and/or harassed, corrective measures will extend to all affected parties. Such action may include: discipline, such as verbal or written warnings; paid or unpaid suspensions; demotions; transfers; ineligibility for promotions, benefits, or raises; counseling or other required conditions for retaining employment; termination; as well as general reminders of this policy.

#### 6. Manager's Responsibility

All supervisors and managers are responsible for:

- Implementing this policy, which includes, but is not limited to, taking steps to prevent harassment and retaliation;
- Ensuring that all employees under their supervision have knowledge of and understand this policy;
- Promptly reporting any complaints to the designated Human Resources Representative so they may be investigated and resolved in timely manner;
- Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with this policy; and

- Conducting themselves, at all times, in a manner consistent with this policy.
- Failure to meet these responsibilities may lead to disciplinary action, up to and including termination.

#### **E. Solicitation and Distribution**

In order to prevent disruption of operations, violations of safety, insurance and customer requirements, harassment of employees, and litter, the following rules apply to verbal solicitation and distribution of materials (written, graphic, audio or video):

- No distribution of non-work-related materials of any kind will be permitted in any work areas at any time. Verbal solicitation in any work areas during work time is prohibited.
- Non-employees are prohibited from soliciting or distributing materials at any time on any Company property or customer sites that are not open to public use, unless they have a legitimate business purpose to visit those locations, and they provide prior notice of their intention to do so to the property manager or site supervisor.

Employees must immediately report any violation of this policy by employees or non-employees to their supervisors.

Notices that affect employees will be shared via official electronic communication methods. This generally includes information on safety, job postings, and policy changes.

#### **F. Visitors**

All visitors of Clow must sign in at the reception area. If you are visiting a Clow employee, it must be during the employee's scheduled break time. Visits during work hours must be pre-approved by the employee's supervisor.

All visitors of Clow are required to have a Clow employee present at all times when on the production floor. Exceptions may be granted for contractors and vendors performing specific work duties.

Contractors and vendors performing work duties or daily routines for the Company must provide their certificate of insurance and be given Clow safety instructions prior to beginning work and thereafter on an as-needed basis by a supervisor or the Risk Manager. Any person or persons on Company property without permission will be asked to leave.

##### **1. Glasses**

All visitors touring/working in the manufacturing facility are required to wear safety glasses with side shields. Non-prescription safety glasses with side shields are available at the plant.

##### **2. Shoes**

Visitors are not required to wear safety shoes. Closed toed shoes are required for visitors on the production floor and the Shipping Department.

### 3. Hearing Protection

Hearing protection is available to all visitors. It is not mandatory unless the visitor is in the plant for more than two hours.

### 4. Vests

Visitors are required to wear high visibility vests while on the production floor. Vest are available at the plant.

## **G. Dress Code**

Dress and personal appearance contribute to the morale of employees, promote a safe and productive work environment, and affect the business image the Company presents to customers and visitors. During business hours, employees are expected to present a clean, well-groomed appearance and to dress according to the requirements of their positions. Employees should consult with their supervisor if they have questions as to what constitutes appropriate attire for their position. Employees who arrive for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work. All employees must wear closed toe shoes.

Inappropriate dress includes clothing which overly exposes the body and any kind of clothing with racially, sexually or otherwise offensive legends, slogans or connotations. For safety reasons, production, technical or service workers are prohibited from wearing loose or hanging exposed jewelry (including hoop earrings, bracelets, or necklaces). Production workers' dress must also meet safety standards.

Nothing in this policy is intended to prevent employees from wearing a hair or facial hair style that is consistent with their cultural, ethnic or racial heritage or identity. This policy will be interpreted to comply with applicable local, state or federal law.

## **H. Employee Parking**

A designated parking area is available for employees' use at the Company's office, but customer and work sites may or may not have a provision for parking. No one is to park in an area that would hinder access to any Company, customer or vendor facility, or to a work site. Employees are asked to use caution while driving on Company property and observe a 10-mph speed limit.

All employees shall enter and leave the office or a work site through designated entrances and follow directional signage. Please display parking permits while on Company property. Employees may not remain on or return to the production or work areas once they have completed their work. Former employees and employees who are on any type of leave are not permitted on Company premises, except with the prior approval of their supervisor and by appointment.

We recommend that you lock your vehicle and avoid leaving valuables where they may be seen, since the Company cannot be responsible for loss, damage or theft of personal property or vehicles.

## **I. Company Vehicles**

It is the policy of the Company that no Company vehicle will be used for personal business and no personal vehicle for Company business, except when prior approval is given by the employee's supervisor (for Company vehicles) or the owner (for personal vehicles). However, employees may not transport unauthorized riders or pets in Company vehicles.

If a Company vehicle breaks down, do not leave it abandoned on a highway or street. It is your responsibility to secure it and have it towed to a safe place.

Employees shall not possess, store, transfer or consume alcoholic beverages, cannabis and related products or drugs, or be under the influence thereof, in motor vehicles at any time in the course of employment, regardless of whether or not they are driving or whether they are using a Company vehicle or a personal motor vehicle for Company business purposes.

Drivers of motor vehicles must observe all speed limits and traffic safety rules. While driving, employees must always have in their possession a current valid driver's license with proper endorsements. For insurance reasons, employees who have received a DWI, DUI or unsafe driving violation within the last two (2) years must inform the Company of such violations and will be prohibited from operating Company owned or leased vehicles, or personal vehicles used for Company business, unless authorized by the Company's President. Employees receiving moving violations and/or parking violations in Company vehicles or personal vehicles used for Company business must inform their supervisors immediately. Any moving violation and/or parking violation will be paid by the driver of the vehicle unless management determines it was not the fault of the driver.

**IN CASE OF AN ACCIDENT:** In general, give the other driver or law enforcement authority your name, your driver's license number and insurance information. Call a police agency immediately if required. The driver of the Company vehicle or personal vehicles used for Company business must report the other driver's information at the earliest possible time to the office. The information the driver should obtain includes:

- Name of the other driver;
- Driver's license number of the other driver;
- The license plate number of the other vehicle; and
- The other driver's insurance company and policy number.

If a police report is made, obtain the police report or case number and notify the office of this information also.

When asked a specific question by the other driver or police, give a specific answer, but do not volunteer information other than that contained in the list above. The Company driver and passengers should be courteous, but should not make any statement regarding the cause of the accident, or anyone's culpability or fault. If you receive a ticket for causing the accident, accept it politely, but remember that a ticket is not a final determination of whose fault the accident was. Fault will be determined at a later time.

## **J. Business Gifts**

Suppliers are prohibited from providing or offering gifts to Clow employees that could inappropriately influence Clow Stamping business decisions or gain an unfair advantage.

## **K. Employment of Relatives/Relationships in the Workplace**

Employment of relatives by an organization may cause serious conflicts and problems with favoritism and employee morale. It can also result in personal conflicts from outside the work environment being carried into day-to-day working relationships. The Company reserves the right to take necessary steps to avoid such conflicts and problems if such conflicts and problems are otherwise unmanageable in the Company's sole judgment. For the purposes of this policy, a relative is defined to include parents, grandparents, children, brothers, sisters, brothers- and sisters-in-law, fathers- and mothers-in-law, stepparents, stepsiblings, stepchildren, and spouses.

In addition, in order to minimize the risk of conflicts of interest and promote fairness, no person in a management or supervisory position shall have a romantic or dating relationship with an employee whom he or she directly supervises or whose terms or conditions of employment he or she may influence (examples of terms or conditions of employment include promotion, termination, discipline and compensation). If you have questions or concerns about this policy, please contact your direct supervisor.

## **L. Electronic Communication Devices – Standards of Conduct**

This policy governs access and use of the Company's computer, computer communication, Internet, Intranet, email, voicemail, facsimile, cell phone and other communication devices (referred to throughout this policy as "Company Electronic Device"), and all similar employee personal electronic devices (referred to throughout this policy as "Personal Electronic Device"). This policy applies to all Company employees and non-employees (including customers, vendors, business partners, and their employees and applicants) who use or may use either a Company or Personal Electronic Device for business purposes.

The Company reserves the right to restrict or revoke employee or non-employee access to all Company Electronic Devices at any time or Personal Electronic Devices during work time or used for business purposes. Violation of this Policy will result in discipline up to and including termination, as well as possible civil and/or criminal prosecution. In the case of a non-employee, violation of this Policy will result in cancellation of the applicable business relationship or contract, as well as possible civil and/or criminal prosecution.

### **1. Use, Restrictions, Monitoring and Access of Company and Personal Electronic Devices**

Authorized users are responsible for security and confidentiality of their passwords. In addition to these password policies, users must keep their computers and mobile devices locked when unattended; for example, using "Control-Alt-Delete" to lock the computer for Windows users. A 'clear screen' policy must be followed to ensure that no confidential data or information is conspicuously displayed on the user's computer screen while the computer is left unattended.

All Company and Personal Electronic Devices used for business purposes or during work hours may only be used for lawful and authorized work-related purposes. Company and Personal

Electronic Devices may be used for personal reasons during scheduled breaks, the lunch period, or if approved by your Supervisor.

The Company restricts, and will monitor Company and/or Personal Electronic Devices used for business purposes or during working time for reasons including, but not limited to: ensuring that the electronic and telephonic systems are being used in compliance with this Policy; monitoring performance, productivity, customer service and compliance with Company policies; and investigating conduct or behavior, which may be unlawful, inconsistent with an approved business purpose, may adversely affect the Company, or may jeopardize the welfare of employees, vendors, customers, business partners or third parties.

The Company retains the right to monitor, access, retrieve, and disclose the content of personal communications sent or received on all Company and/or Personal Electronic Devices used for business purposes or during work hours, even if it is from a personal account, password protected, and/or designated confidential, private and/or privileged. By using Company and/or Personal Electronic Devices for business purposes or during work hours, the user acknowledges that the systems, communications and/or data contained on such systems, are Company property and are to be used for authorized business purposes only (except for appropriate personal use during non-work time). The employee consents to monitoring, access, retrieval, and disclosure by the Company, and acknowledges the Company's right to monitor and access Company and/or Personal Electronic Devices.

Employees may not use Company or Personal Electronic Devices while driving except as expressly set forth in the Policy on Use of Wireless Communication While Driving section of this Handbook.

## 2. Additional Guidelines for Company Electronic Devices

The following additional guidelines should be observed regarding use of all Company Electronic Devices outside of the office (i.e., cell phones, laptops, iPads, smart phones, tablets, etc.):

- The device is to be used only by the employee. During work hours the device is only to be used for business purposes.
- Personal communications should be the exception and the duration needs to be limited on those communications.
- All non-exempt employees must keep track of all work time spent using a Company Electronic Device after hours by filling out a time sheet. Non-exempt employees are prohibited from using Company Electronic Devices outside of the normal workday, unless they receive advanced permission from their direct supervisor.

## 3. Social Media

The Company prohibits employee use of social media during working hours, except for employees who are authorized to engage in social media use on behalf of or for the Company. When engaging in social networking, blogging or otherwise posting any information on the internet, during or outside of working hours, employees must abide by the Code of Conduct for Electronic Communications as well as all other workplace rules in this Handbook for all conduct that may be directly or indirectly attributed to, or otherwise adversely affect, the Company. This policy is not intended to prohibit protected activity under the state or federal law.

#### 4. Use of Company Email Systems

The Company's email system is intended to be used principally for authorized business purposes. Occasional employee use of the email system for personal and non-business purposes is permitted, provided that such use is limited to non-working time, does not interfere with other employees' work, does not create a risk of harm to the Company's computer systems (i.e., risks of viruses, malware and the like), and otherwise complies with the Company's Code of Conduct for electronic communications. The Company reserves the right to monitor all employee email communications on the Company's email system for purposes of compliance with these requirements, and employees should be aware they have no right to privacy in those communications.

#### 5. Code of Conduct for Electronic Communications

The Company strictly prohibits the use of Company and/or Personal Electronic Devices to access, create, distribute, store or solicit communications or store data that:

- are hostile, abusive, foul, offensive, defamatory, pornographic, intimidating, threatening or otherwise inappropriate;
- threaten, harass or disparage others based upon any characteristic or activity protected under federal, state or local law;
- constitute or relate to unwelcome sexual advances, requests for sexual favors, sexual flirtation or other conduct of a sexual nature;
- disclose confidential, trade secret or proprietary information, including protected health information, concerning the Company or its customers, vendors or business partners to any third party, except as required for performance of the employee's official duties in the course of his/her employment;
- solicit, advocate or respond to solicitation or advocacy which is not directly associated with Company business during working time;
- may restrict system bandwidth or lines available or reduce business availability;
- are beyond the scope of his/her authorization or that misappropriate or misuse Company information;
- state a position on the Company's behalf or otherwise communicate on behalf of the Company without prior written authorization;
- link any blog, Webpage or Website to the Website of the Company without prior written approval from the President of the Company;
- install, transfer or download outside electronic data, programs or components onto the Company's media systems or from the Company's media systems onto the employee's personal media systems without the express written approval of the Company's President; or
- connect personal devices to the Clow network.

## 6. Policy on Use of Wireless Communication Device While Driving

Employees are prohibited from operating a Company or employee wireless communication device including, but not limited to, a cell phone, while driving a Company vehicle or a personal vehicle for Company business. All wireless communication devices must be turned off or switched to silent mode while employees are driving. If communication is necessary before arrival at a destination, employees are required to pull over to a safe location and park before using his or her wireless communication device. Alternatively, legal hands-free technology may be utilized while operating a Company vehicle or personal vehicle for Company business. Employees charged with traffic violations involving the use of a wireless communication device will be solely responsible for any liability that results from such actions.

### **M. Cellular Telephones**

The use of cellular phones for personal use is permitted only at break times. This policy bans the use of cellular phones for inappropriate communication, and for any reason that could be seen as harassing. This includes but is not limited to display or transmissions of pictures.

### **N. Lockers**

Coordination of employee locker facilities is the responsibility of management. Employees are expected to use only lockers assigned to them and provide their own locks if needed. Lockers are considered Company property and may be inspected at any time. Any suspicious activity around lockers should be reported to your supervisor, as should any break-in or theft. The Company is not responsible for anything destroyed, lost or stolen from the lockers.

### **O. Mail**

It is convenient, and acceptable, to use the Clow mail basket for personal outgoing mail. All personal mail dropped in the basket must have the required postage.

### **P. Pregnancy and Lactation Accommodations**

Minnesota's Nursing Mothers, Lactating Employees, and Pregnancy Accommodations law (Minnesota Statutes § 181.939) gives pregnant and lactating employees certain legal rights.

Pregnant employees have the right to request and receive reasonable accommodations, which may include, but are not limited to, more frequent or longer breaks, seating, limits to heavy lifting, temporary transfer to another position, temporary leave of absence or modification in work schedule or tasks.

Pregnant employees may request reasonable accommodations, such as temporary transfer to a less strenuous or hazardous position, temporary leave of absence, modification in work schedule or job assignments, seating, more frequent or longer break periods, and limits to heavy lifting. The following reasonable accommodations will be provided upon request and without medical certification: 1) more frequent restroom, food and water breaks; (2) seating; and/or (3) limits on lifting over 20 pounds. For all other requests for reasonable accommodation, an employee must obtain the advice of her licensed health care provider or certified doula, and the request need not be granted if it would impose an undue hardship on the operation of the Company's business. The Company will not require an employee to take a leave or accept an accommodation.

A reasonable accommodation does not require the Company to create a new or additional position, terminate any other employee, transfer any other employee with greater seniority or promote any employee.

Employees who take a leave of absence under this policy will be reinstated to the same position and pay (including any automatic adjustments that occurred during the leave period) or to a position of comparable duties, hours and pay. Employees may be permitted to return to employment on a part-time basis during the leave period. Employees wishing to return on a part-time basis should contact HR.

Lactating employees have the right to reasonable paid break times. The Company will provide reasonable paid break times each day to accommodate an employee desiring to express milk at work. The break time can run concurrently with rest and/or meal breaks. The Company will provide a clean, private and secure room that is not a bathroom near the work area that is shielded from view and free of intrusion from coworkers and the public and includes access to an electrical outlet for employees to express milk in privacy. Employees should discuss with their supervisor or a Human Resources representative the location to express breast milk and to store expressed milk and to make any other arrangements under this policy. Employees should provide reasonable notice to the Company that they intend to take breaks for expressing milk upon returning to work.

This policy does not limit a pregnant employee's rights under any other policy or laws protecting gender, pregnancy, childbirth or health conditions related to pregnancy or childbirth.

It is against the law for an employer to retaliate, or to take negative action, against a pregnant or lactating employee for exercising their rights under this law. Employees who believe their rights have been violated under this law can contact the Minnesota Department of Labor and Industry's Labor Standards Division at [dli.laborstandards@state.mn.us](mailto:dli.laborstandards@state.mn.us) or 651-284-5075 for help. Employees also have the right to file a civil lawsuit for relief. For more information about this law, visit <https://dli.mn.gov/newparents>.

## **Q. Environmental, Social and Governance (ESG)**

Clow recognizes the importance of sustainable business practices and responsible corporate citizenship. We are committed to conducting our operations in a manner that minimizes environmental impact, promotes social well-being and upholds high standards of corporate governance. This Environmental, Social and Governance (ESG) policy outlines our commitment and provides a framework for integrating ESG considerations into our business operations.

Clow will integrate ESG considerations into our strategic planning, operational processes, and decision-making. We are committed to continuous improvement in our ESG performance and will adapt our practices accordingly.

## **R. Human Trafficking**

Clow strictly prohibits any form of human trafficking and is committed to identifying and supporting victims of trafficking. Any suspected cases of human trafficking must be reported immediately to your Supervisor, Manager or Human Resources.

### **III. HOW WE CARE FOR YOUR HEALTH AND SAFETY**

#### **A. Safety and Health**

The Company is committed to providing all employees with a safe work environment. Safety is an integral part of each employee's job. Please see the Safety Manual and MSDS Sheets on your computer.

All employees are responsible for working safely and maintaining a general safety awareness of their surroundings, to use good judgment and common sense, to follow proper procedures and to comply with OSHA standards and Company safety rules. All employees are expected to maintain good housekeeping on our premises and work sites. All employees are required to wear safety equipment as designated by area.

No matter how minor a potential or suspected safety hazard might be, employees must immediately report it to their supervisor. Correcting a safety hazard before an injury occurs is the best way to prevent workplace accidents. Personal hygiene and clean work areas make for a more pleasant, as well as a safer, place to work. Employees are required to wash or sanitize their hands before returning to work after visiting the toilet areas.

Any employee who is furnished safety equipment by the Company will be required to wear such safety equipment at all times while doing the work for which the equipment is furnished. Safety equipment furnished by the Company, which is damaged or worn out in use, will be replaced free of charge, provided the worn or damaged equipment is turned in when the new equipment is issued. Employees who abuse or lose equipment, however, will be subject to discipline.

The Company prohibits any form of discipline, reprisal, intimidation, or retaliation for:

- Reporting a violation of the Company's safety rules, a hazardous condition, or other safety concern.
- Reporting an injury or illness.
- Reporting an incident, accident, or near miss.
- Participating or cooperating in any investigation related to a safety issue, injury, illness, accident, or near miss.

If you believe that you or a coworker has been retaliated against for reporting a safety concern, injury, illness, accident, or near miss, you must report this conduct to your direct supervisor or HR.

#### **B. Medical Examinations**

Medical examinations may be required for personnel as a condition of a final offer of employment, for determination of fitness to return to work, for assessment of accommodations, for confirmation of reasons for absence or leave, and in other appropriate circumstances. Such examinations will be conducted at the Company's expense and conducted by a Company-appointed doctor. Pre-employment examinations will only be conducted after the Company has extended a conditional offer of employment to the applicant. Employment, return to work or a new job assignment is conditional on receipt of a satisfactory doctor's report when an examination is required, even if the employee has provisionally begun work prior to receipt of all such information.

Any such procedures will be designed and administered in conformance with applicable law, and at employer expense when the law so requires.

### **C. Substance Use and Abuse**

The Company is strongly committed to providing a safe workplace for its employees and promoting programs with a high standard of health. Consistent with this commitment, the Company will strive to maintain a work environment that is free from the effects of alcohol, cannabis and related products, illegal drugs or any controlled substance. Reporting to work under the influence of illegal drugs, cannabis and related products or alcohol, or the possession, storage, transfer, dispensation, distribution, manufacture, or use of any illegal drug, alcohol, cannabis or controlled substance while on the Company premises, at the Company's work site, parking lot or in Company vehicles is strictly prohibited. These activities may create unsafe working conditions, result in serious violation of the Company's work rules, and can jeopardize your co-workers and the Company.

#### **1. Alcohol**

Consumption of alcohol on the Company premises (including the Company parking lots), within Company vehicles, or on any project or job site is prohibited, except for refreshments served by designated personnel during Company sponsored events conducted for our customers and during occasional officially sanctioned Company sponsored employee functions. On those occasions, all employees are expected to act responsibly and to exercise prudence in the amount of alcohol they consume.

#### **2. Drugs**

Drugs are defined as (i) illegal controlled substances as defined by Minnesota law; (ii) legal controlled substances that are being used or possessed illegally; or, (iii) legal controlled substances that could adversely affect the ability of the Employee to perform his or her job safely. Employees are prohibited from possessing, storing, transferring or using drugs, or reporting for work under their influence. The only limited exception to the prohibition against drugs is prescription drugs used in accordance with a valid prescription. Employees who take any drug or other lawful medication that may affect their ability to work safely, or could reasonably impair their job performance, are responsible for informing their supervisor before beginning work. Employees will be subject to disciplinary action up to and including termination if such notice is not provided. An employee who is deemed incapable of working safely or performing their job duties with or without reasonable accommodation, will not be permitted to work.

#### **3. Cannabis**

Cannabis is defined as tetrahydrocannabinols, cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products. Employees cannot consume, use, possess, sell, transfer, or be impaired by cannabis in the course of: (i) reporting for or remaining on duty; (ii) performing (or being about to perform) any work tasks, including, but not limited to, Safety-Sensitive duties; (iii) being on the Company's or a customer's premises; or, (iv) operating a Company vehicle, machinery or equipment used in the service of the Company. An employee who is deemed incapable of working safely, or performing their job duties, will not be permitted to work.

#### **D. Smoking, Vaping and Chewing Tobacco Products**

Smoking, vaping and chewing are only allowed where expressly permitted. Smoking, vaping and chewing tobacco products is prohibited in all the Company's indoor facilities, and in the Company vehicles. Follow the customer's and vendor's policies and work site regulations on smoking. Failure to comply with applicable smoking policies may result in disciplinary action.

For purposes of this policy, any use of smoking products includes lighting, smoking, chewing or carrying a lighted cigarette, cigar or pipe, and the use of any electronic smoking device. This list is illustrative only and not exhaustive.

#### **E. Temporary Alternative Work: Light/Restricted Duty**

The Company will offer light/restricted duty positions, to the extent available, only to current regular employees of the Company who have been injured in the course of employment and are entitled to benefits under the workers' compensation statute. Employees injured away from work are not guaranteed light/restricted duty positions.

Employees injured in the course of employment who have been certified for return to work must provide a satisfactory response from their physician to the Company's requests for information so that appropriate placement to a light/restricted duty position may be made, to the extent positions are available. Some restrictions may prevent any placement in a light/restricted duty position at the Company, even though those restrictions may permit employment with another employer.

Light/restricted duty positions will be limited in number, and the Company will not create additional positions when such positions are unwarranted or uneconomic. In all cases, the essential duties of a position must be performed by the employee or the light/restricted duty position will be denied.

Employees may not work in these positions beyond a period of twelve (12) weeks, subject to availability of positions and in accordance with state and federal law. If an employee assigned to light/restricted duty is unable to resume his/her "regular" work duties, or duties of the position for which the employee applied, by the end of the twelve (12) week period, they may contact HR to discuss their inability to do so and to seek a possible extension of light duty, or a leave of absence. If an employee who is subject to medical restrictions is able to perform all the essential duties of a regular full-time position within those restrictions, that individual's employment status is "regular" and not that of a light/restricted duty position employee.

#### **F. Workplace Violence**

The Company's policy is to promote a safe environment for its employees. The Company is committed to working with its employees to maintain a work environment that is safe, secure, and free from violence, threats of violence, harassment, intimidation and other disruptive behavior. Physical violence, threats of physical violence, harassment, intimidation and other disruptive behavior in our workplace or involving the Company's employees, vendors, customers, or other business partners will not be tolerated; that is, all reports of incidents will be taken seriously and dealt with appropriately. Individuals who commit such acts may be removed from the premises and may be subject to disciplinary action, up to and including termination, criminal penalties or both.

All Company employees are responsible for notifying their supervisor of any acts or threats of violence they have witnessed, received or been told that another person has witnessed or received. Even without an act or threat of violence, employees should also report any behavior they have witnessed which they regard as threatening or violent when that behavior is job related or might be carried out on a Company controlled site, or is connected to Company employment.

In support of this policy, the Company also establishes a no weapons policy. No employee, visitor, guest, vendor or anyone else dealing with the Company in the course of business may possess, transport or use a weapon of any kind while on Company property or at any Company sponsored event. The only exception to this rule is in the case of a firearm in an employee's personal vehicle for which the individual has a state-issued carry permit. Company vehicles may not be used to transport weapons. Weapons include all firearms, knives, explosives or any device which is likely to produce bodily harm and which the Company, at its discretion, deems dangerous. Small pocketknives or knives designed and used in the production process or in the preparation of food are generally not prohibited by this policy.

#### **G. Eye Wear Program**

Clow has adopted an eye wear program available to all Clow employees.

If a Clow Employee has purchased Safety Eye-Wear due to Company Policy, Clow will re-reimburse that employee up to \$150.00 every 24 months for the expense of their safety eye wear. If you do not use the \$150.00 in 24 months, it is not accumulative.

For further information see the Human Resources Department or Risk Manager regarding this Program.

#### **H. Hearing Protection Program**

Clow has a custom molded hearing protection program available to all Clow employees with more than 1 year of service.

If a Clow Employee purchases custom molded ear plugs from a Clow approved vendor, Clow will reimburse that employee up to \$100.00 every 3 years from date of purchase for the expense of their hearing protection. If you do not use the \$100.00 in 3 years, it does not accumulate.

Forms must be signed by the Risk Manager before they are submitted for reimbursement.

For further information see the Human Resources Department or Risk Manager regarding this Program.

Please refer to the Clow Safety and Health manual for additional information or requirements regarding safety hearing protection located at [www.clowmetalworks.com](http://www.clowmetalworks.com).

#### **I. Shoe Program**

Clow has a safety shoe program with steel toe or composite with metatarsal guard available to all eligible employees required to wear safety shoes.

Forms must be signed by the Risk Manager before they are submitted for reimbursement.

Each eligible employee will have a “Shoe Reimbursement Account”. The account is based on a January to December calendar year and monies will be put in the account January 1<sup>st</sup> each year.

An employee may accumulate the \$60.00 annual shoe monies for up to three consecutive years. No accumulation of shoe monies for any employee will exceed \$180.00.

You must attach a copy of your sales slip to the required reimbursement form to receive shoe money.

If an employee terminates employment, the employee will not receive unused monies from his/her shoe reimbursement account.

#### **J. Uniforms**

You may rent uniforms through payroll deduction. Please see your supervisor for further details. After ten years of service, you will receive a 50% discount; after twenty years uniforms are free.

If your employment terminates, any non-returned uniforms may be deducted from your final paycheck. Any monies due for uniforms will be deducted from your final paycheck.

#### **K. Welding Helmets**

Clow will place \$100 in an account for each hand welder when hired. Each year an additional \$100 will be placed in their account for a maximum of 3 years or \$300.

### **IV. OUR EMPLOYMENT RELATIONSHIP**

#### **A. New Employees**

New employees are generally provided an informal evaluation if they complete 30 days of employment. The period is designed to give new employees an opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Company uses this period for an initial evaluation of employee capabilities, work habits, performance and adherence to Company policies, practices and rules. This evaluation period does not alter an employee’s at-will status.

The Company also generally reviews employee performance after a transfer or promotion to a new position. These reviews generally occur 30 days after the transfer or promotion.

#### **B. Promotions and Transfers**

Clow believes in promoting from within. However, the Company reserves its right to seek and select an applicant from outside the Company. All candidates will be recruited, interviewed and hired in accordance with the Company’s equal employment opportunity policy.

If the position being filled reports directly to the President on the organizational chart, the position will likely be appointed. The Company reserves the right to appoint any position based on the needs of the Company.

Postings are available on the Company website and distributed via our electronic communication methods. Each employee is responsible for checking on a weekly basis if interested in departmental transfer. Qualifications important to, but not inclusive of, the selection process are:

- Competencies and qualifications as outlined in the job description. This may require in-house testing and a thorough review of prior work record, performance and attitude.
- Recommendations from past or present supervisors and/or lead persons.
- Length of service may be a determining factor when selection must be made from two equally qualified employees.

A full-time transfer to another position may be a wage increase or decrease, depending on the position requirements. The wage must be consistent with other wages in the department.

1. Transfer by Employee Request

An employee may request a transfer from an occupation or department to another occupation or department. Such a request need not be in the nature of a promotion. Please contact HR to initiate a request for transfer.

An employee's request for transfer will be considered on the basis of qualifications for another position and the best interest of the Company.

2. Transfer by Company Request

Intra-departmental transfers (within the same department) of employees for a short duration for Company convenience may be made at any time at the discretion of the Company provided the employee is informed of the need and expected duration of the transfer and it does not adversely affect the pay and benefits of the employee.

Inter-departmental transfers (from one department to another) of employees for the Company's convenience may be made, providing the employee is informed of the expected duration of the transfer and it does not adversely affect pay and benefits.

**C. Re-Hires**

If you left Clow under good terms, you may be eligible for re-hire.

An employee gone for less than six months will not lose seniority. An employee gone six months to one year, for any reason other than lay off, will lose 25% of seniority upon return to work.

An employee gone more than one year, for any reason other than lay off, will forfeit half of his seniority. An employee gone two or more years will forfeit all seniority.

An employee who is on lay off for less than 24 months will not lose seniority. Returns after 24 months will forfeit all seniority.

#### **D. Employment Type**

Employment type is assigned at date of hire and updated as or if the employee work schedule changes.

1. Full Time

Thirty (30) or more Clow paid hours per week will be classified as full time.

2. Half Time

Twenty or more hours and less than 30 Clow paid hours per week will be classified as half time.

3. Less than Half Time

Less than 20 Clow paid hours per week is classified as less than half time.

Some paid time benefits will be paid based on Employment Type. FULL TIME classification has full pay for benefits (Holiday, Funeral, etc.) HALF TIME classification has half pay for benefits (Holiday, Funeral, etc.) Less than half time classification does not receive paid benefits other than Vacation and ESST.

Clow paid hours will be reviewed quarterly by Payroll. If, during a quarter, an employee has a reduction in weekly hours paid, the employee will be placed on a watch list. If the reduction of hours continues into a second quarter, there will be a change in employment type.

Unless requested by the employee, if Clow Stamping hours paid requires a change in the employment type, the employee will be notified, and the type will be changed by the employee's supervisor at the beginning of the next quarter.

4. Staffing Employee or Temporary Employee

No vacation benefits are provided for temporary employees as those benefits will be offered through the staffing company.

#### **E. Performance Reviews**

Newly hired employees will generally receive a 30 day and a 6-month review.

Employees receive annual performance reviews. The opportunity for wage increase is based on job performance and the guidance set yearly by the Company.

If an employee transfers departments within the Company, they are not considered a new employee. They are only new to that department. Upon date of transfer, the employee shall generally receive 30 day and 6-month reviews.

#### **F. Employment of Minors**

The Company abides by all state and federal child labor laws, including refraining from hiring below the minimum age for certain positions. For this reason, the Company does not hire

anyone under the age of sixteen (16) and no one under the age of eighteen is permitted to work in or about commercial warehouses or in the shop area. Furthermore, the company follows the remaining guidelines below for minors:

1. Proof of Age

Prior to employment, any individual will be required to submit proof of their age and Human Resources will verify whether the individual may perform the work at issue in compliance with state and federal law. Proof of age must be kept on file for any person under the age of 18. Three forms are acceptable:

- Copy of his/her birth certificate;
- Copy of his/her driver's license; or,
- An age certificate issued by a school.

2. Hours of Work for Employees Between 16 and 18 Years of Age

- Summer Hours: Unrestricted
- During the School Year: May not work before 5:00 A.M. (4:30 A.M. with written parental consent) on a school day, or after 11:00 P.M. (11:30 P.M. with written parental consent form) on evenings before a school day. Parental Consent must be provided in writing using a Parental Consent Form. The signed consent form must be provided before the first day of work.

3. Exceptions

There are four general exceptions to the standards previously outlined:

- A 17-year-old high school graduate;
- A business owner's minor child who is under the daily supervision of one or both parents;
- A minor who is participating in a state-approved apprenticeship program, or a program sponsored by the Minnesota Department of Education; or
- An exemption granted by the Department of Labor and Industry.

4. Inspections

The Minnesota Department of Labor and Industry or the U.S. Department of Labor has the right to inspect any facility for any child labor violations, including interviewing employees. Fines may vary depending on the infraction, from \$250 to \$10,000. Repeat offenders may be subject to a gross misdemeanor which is authorized under state law. ***If anyone from the Department of Labor comes to do an inspection, do not refuse them and call Human Resources immediately.***

## **V. OUR WORKDAY**

### **A. Workday**

Due to the nature of our work and the need to coordinate our working hours with a wide range of vendors, customers and other business partners, changes in work schedules, and work locations, required overtime and travel may be necessary.

Employee work schedules will be assigned or approved by their supervisor or manager.

All employees are expected to be at their designated work area at the start of their scheduled shift, ready to perform their work.

Supervisors will schedule meal and rest periods as appropriate. The Company complies with federal and state laws in this regard.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in total hours that may be scheduled each day and week.

### **B. Meal and Break Periods**

The Company recognizes the need for periodic “break” periods which should not exceed 15 minutes or enough time to utilize the nearest convenient restroom, whichever is longer during each consecutive four-hour period of work. An established break period, and a longer unpaid period for a meal, will generally be scheduled by your supervisor. If they are not, employees may set their own times for breaks but must notify their supervisor prior to taking a break and must record their actual start and stop times for each break and lunch period, on their time cards, if applicable. Breaks of 15 minutes are paid, but lunch breaks vary.

Employees are required to take a half hour for their meal period and are not permitted to combine break times with the meal period. Employees are also prohibited from “working through” the meal period or breaks or from taking their meal or breaks at the end of their shift to leave work early. Employees who are unable to take all of the meal or rest breaks to which they are entitled in accordance with this policy or who have been prevented or discouraged from taking a break to which they are entitled under this policy should immediately notify a Human Resources representative.

You are required to maintain an accurate record of all time worked. Depending upon position, employees are required to accurately clock in and out, submit time sheets, route cards or trip sheets.

## **VI. HOW WE PAY**

### **A. Payday**

The payroll work week starts on Sunday and ends 9:59 PM on Sunday. Payroll is issued bi-weekly.

Employees are responsible for complete and accurate recording of time worked and must notify their supervisor regarding any error on a paycheck.

## **B. Overtime**

Hourly nonexempt workers will be paid overtime at the rate of one and one-half times for all hours worked in excess of 40 hours per work week. The Company will pay overtime compensation to all hourly nonexempt workers based on actual hours worked. All overtime must be pre-approved. ESST, Holidays, vacation or other paid time off, workers' compensation or other leave, or any other absence will not be considered "hours worked" for purposes of overtime calculations. Employees are expected to work on the days and hours declared mandatory. Employees who agree to work voluntary overtime are expected to work all hours for which they volunteered. Mandatory overtime will be reviewed as part of your attendance record.

## **C. Shift Premiums**

Shift premiums are assigned based on the work schedule. Temporarily changing of work shift start (less than 14-day duration) may not require a change in pay.

## **D. Payroll**

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 example for benefits, garnishments, child support, or monies owed) will also be made where appropriate. Employees are required to authorize such payroll deductions as a condition of employment.

Direct deposit is the Company's preferred payment method. In the event that an employee chooses to receive a printed payroll check instead of direct deposit, the check will be mailed only to an address assigned by the employee. All employees will be paid by check payable to the employee only. The Company will not issue employee paychecks to third parties. The Company will not pay any employee in cash, nor will the Company cash any employee payroll or personal check.

Employees are responsible for their pay checks after they have been issued. Checks lost or otherwise missing should be reported immediately to the Payroll Department so that a stop payment order may be initiated. In certain situations, a stop payment fee may be assessed.

If any employee, exempt or nonexempt, has questions about deductions from their pay, believes they have been subjected to improper deductions, or believes that the amount paid does not accurately reflect the employee's total hours worked or salary, that employee should promptly contact Human Resources, a supervisor or any other member of management. Every report will be fully investigated, and the Company will provide the employee with any compensation to which the employee is entitled in a timely fashion.

The Company abides by all state and federal laws governing the payment of wages. Any employee who believes that he/she has not been paid correctly must immediately make a report to their Supervisor or Manager. The Company will investigate any such claims and adjust pay as is necessary.

#### **E. Time Cards / Time Clock**

All non-exempt (hourly) employees are required to clock in on the computer system.

Under no condition shall an employee clock in time for any other employee. If an employee is unable to clock in, they should contact their supervisor.

Employees will clock in no earlier than 7 minutes before their starting times, and no later than 7 minutes after their stopping times.

All time is paid in 15-minute increments.

#### **F. Punching “In”**

If your regular work hours are 6:00 AM to 2:00 PM – you must clock in by 6:07 to receive 8 hours of compensation.

If you clock in at 6:08, your start time will be adjusted to 6:15 am.

If you clock in at 6:15, you will receive 7 hours and 45 minutes of compensation.

Employee hours will be reviewed and approved weekly.

#### **G. Travel and Reimbursable Expenses**

The Company reimburses employees for reasonable expenses incurred while on pre-approved business travel for the Company. All reimbursable expenses in excess of \$10.00 must be supported by receipts and approved in advance. Employees who are required to use their personal vehicles for work will be reimbursed by the Company in accordance with then-applicable IRS regulations.

Company vehicles should be used when available unless otherwise authorized in advance.

#### **H. Wage Disclosure Protection**

No employee will be prohibited from disclosing the amount of their own wages. The Company will not take any adverse employment action against an employee because the employee makes such a disclosure, engages in such discussion, or asserts any rights under this policy. Nothing in this policy will be construed to require an employee to disclose their wages to anyone. Moreover, this policy does not permit the disclosure of any proprietary information, trade secret, or information that is otherwise subject to a legal privilege or protected by law, without the express written consent of management; nor does it condone the disclosure of protected information concerning other employees to a competitor where prohibited by policy or contract. An employee may bring a civil action for a violation of this policy seeking any of the remedies available under the Minnesota Wage Disclosure Protection Law, including if appropriate, reinstatement, back pay, restoration of service credit, and expungement of adverse employment records.

### **VII. THE COMPANY’S CODE OF CONDUCT**

The Company’s Code of Conduct is designed to provide notice of the Company’s expectations for Company employees. The Company expects its employees to obey these rules of

conduct, which are intended to protect the interests and safety of all employees and of the organization. As an employee, you are responsible for knowing, understanding and adhering to the Code of Conduct.

Because it is not possible to provide a Code of Conduct that covers every situation or lists every type of unacceptable behavior, the following are examples of conduct that may result in discipline, up to and including termination:

- Failure to work efficiently or produce satisfactory results.
- Failure to notify your supervisor in advance of an absence, and daily during any absence of more than one day.
- Unacceptable absenteeism or tardiness.
- Leaving work prior to the completion of your schedule or shift without the prior authorization of your supervisor.
- Failure or refusal to follow instructions or directives from supervisors or management.
- Failure to follow safety or health rules, wear appropriate safety or personal protective equipment, immediately correct or report an unsafe condition or report injuries or accidents as soon as reasonably possible after they occur.
- Inappropriate or unauthorized use, removal, misappropriation, possession, destruction, neglect or abuse of employee, Company, or others' tools and products, supplies, money, property or equipment.
- Possession, consumption, or transfer of alcohol, cannabis or drugs on Company property, or working under the influence of drugs, cannabis or alcohol.
- Threats, threatening language, and insubordinate behavior, verbal or physical intimidation, fighting or insubordination.
- Making false or defamatory statements regarding the Company, its personnel, or policies to current or prospective customers, employees, vendors, or other business partners.
- Personal use of Company tools, materials, property or vehicles without the express, prior permission of a supervisor.
- Working on personal matters during working time.
- Engaging in any other business or employment that conflicts with or interferes with your responsibilities to the Company.
- Discussion of doing work on the employee's own account for Company customers or engaging in such work.
- Unauthorized disclosure of confidential or proprietary information, regarding the Company, its employees, or its customers.
- Violation of any of the Company policies, including the policies on discrimination, harassment and Resolution of Complaints, or failing to meet reasonable Company expectations.

- Providing false, inaccurate, or misleading information to the Company, such as employment application information, including, but not limited to, information about your prior employment and qualifications, criminal record, your absences, your time worked, expenses, leave requests, or in response to requests for information.
- Making frivolous, false or malicious statements, claims or charges to the Company or to a third party about the Company, its personnel, policies or practices.
- Inaccurately reporting or recording one's own time and (without prior supervisory approval) reporting the time of another employee (whether accurately or not) or allowing one's own time to be reported by another person (whether accurately or not) or working overtime hours without prior approval or reporting them.
- Disorderly, dangerous, wasteful or careless conduct.
- Sleeping during working hours.
- Failure or refusal to perform assigned duties, mandatory overtime, scheduled hours, or to travel to or from, or to report to any assigned project or job site.
- Gambling on Company premises (including the Company's parking lots and job sites).
- Possession or displaying of unauthorized firearms, explosives, weapons or other dangerous or unlawful materials or contraband on Company property including Company parking lots and project or job sites, unless otherwise permitted under state or federal law.
- Making false, frivolous, malicious or derogatory statements concerning clients, customers, and vendors of the Company.
- Entering or remaining in production or work areas before or after the completion of one's scheduled hours or shift, or during non-work periods, without prior permission.
- Unauthorized use of telephones, facsimile, mail, email, copiers, computers, cell phones or other equipment of the Company.
- Smoking in an unauthorized area, including vaping and chewing tobacco products.
- Failure to observe traffic and parking rules on vendor, customer, other business partner, or Company property or at project or job sites.
- Failure or refusal to work cooperatively with other employees.
- Uncooperative, rude or offensive treatment of co-workers, vendors, customers or business partners in person, in writing or by phone.
- Failure to provide prior notice that you are taking medications which may affect your work performance or create a safety risk.
- Committing a gross misdemeanor, felony or serious regulatory offense, or any similar act or omission, whether on or off duty, which adversely affects the Company by bringing the Company into disrepute, exposing the Company to the risk of liability or expense, undermining the employee's ability to effectively perform his or her duties or reducing customer, vendor, business partner, or co-employee confidence in the employee.

- Inadequate performance, violation of any Company policy, rule, practice or standard, failure to meet standards or reasonable expectations of the Company or any other conduct which the Company determines to be averse to its business interests.

An employee who commits an act that is contrary to the Company Code of Conduct or who violates a rule of common sense or decency may face discipline or corrective action up to and including termination. The basic purpose of discipline is to encourage the employee to modify his or her behavior in accordance with Company policies or standards by imposing penalties upon the employee. Corrective action is intended to assist the employee to improve his or her performance or conduct through additional training, modification of job expectations, etc.

This statement of prohibited conduct does not alter or limit the policy of at-will employment. Either the employee or the Company may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice. As previously set forth in this Employee Handbook, only the President/Owner of the Company or that person's authorized representative has the authority to enter into an employment agreement that alters the fact that the employment relationship is at-will, and any such agreement must be in writing signed by the President/Owner of the Company or an authorized representative.

#### **A. Disciplinary Action**

Discipline may include, but is not limited to, verbal or written warnings, paid or unpaid suspensions, demotions, transfers, ineligibility for promotions, benefits or raises, counseling or other required conditions for retaining employment or termination. A progressive form of discipline may not be followed in all cases. Depending upon the nature of the violation and the surrounding circumstances including, but not limited to, the nature of the conduct or the employee's past work record and past conduct, one or more steps of the discipline process may be repeated or skipped. In some circumstances and in the Company's sole discretion, immediate discharge may result from a single incident.

#### **B. Warning Slip Procedure**

Clow reserves the right, by their sole discretion, to apply this warning slip procedure on a case-by-case basis and to deviate from it whenever the situation, in the sole and exclusive opinion of the Company, requires it. In some circumstances and in the Company's sole discretion, employees may receive unpaid time off or immediate discharge from a single incident. These warnings are based on a revolving twelve-month period of time.

- 1<sup>st</sup> Warning is a verbal warning notice
- 2<sup>nd</sup> Warning is a "first written" notice
- 3<sup>rd</sup> Warning is a "second written" notice
- 4<sup>th</sup> Warning results in termination of employment

**All warning slips issued, for any reason, will be combined when calculating an employee warning slip process.**

## VIII. HOW WE COMMUNICATE

### A. Open Door Policy

The Company is firmly committed to maintaining open lines of communication with all of its employees. The Company encourages its employees to bring suggestions, ideas, questions, or concerns to the appropriate supervisor.

While we provide employees with this opportunity to communicate their views, please understand that not every complaint can be resolved to the employee's satisfaction. Even so, we believe that open communication is essential to a successful work environment and all employees should feel free to raise issues of concern without fear of reprisal.

Job related questions should initially be discussed with the employee's immediate supervisor. Employees who do not feel their problem or question was satisfactorily addressed by their supervisor or who are uncomfortable discussing a particular issue with their supervisor are encouraged to contact their next level of management, or any other member of management with whom the employee feels comfortable.

Please note that some Company policies, such as the Sexual and Other Prohibited Harassment policy, contain specific reporting procedures that should be followed. Employees should utilize this Open-Door policy for reports and ideas that are not addressed through the Company's specific reporting procedures.

### B. Problem Resolution: Work Together

We are concerned about *every* Company employee, and about every employee's concerns, questions, or complaints. The Company has the following procedure for responding to employee concerns or complaints.

If you have a complaint, concern, or question about any aspect of your employment at the Company, you are urged, and required, to use the following procedure:

#### 1. Procedure

- a. In most cases, you must first talk with your supervisor if you have any concerns, complaints, or questions regarding your employment at the Company. Often, an informal discussion of such issues will lead to their quick, effective resolution. Be polite, but direct about your concern. If you have a concern, complaint or question that isn't resolved after you have had such an informal discussion, you should proceed to Paragraph b. If you don't feel comfortable approaching your supervisor about your concern, go to Paragraph e(i) and follow the instructions there.
- b. Please give your written complaint to your supervisor within 14 calendar days of the date the problem arose (unless you are following Paragraph e(i)). Your supervisor will forward a copy of your complaint to the Human Resources Department.
- c. Complaint

Your written complaint should indicate:

- (i) Your name, position or department, and shift, if applicable;
  - (ii) What you are unhappy about. State clearly what happened, who was involved, when it happened, why you believe it happened and why it is a problem for you;
  - (iii) Provide any other information you think is relevant to your complaint; and
  - (iv) Describe what you think should be done to correct the problem.
- d. We will generally investigate and respond to your complaint within 10 to 14 days. This period may be extended, depending on the facts and circumstances of each case (such as the number of people who need to be interviewed or facts to be investigated).
- e. Please keep the following additional guidelines in mind:
- (i) If you have a complaint or concern and you don't feel comfortable for any reason discussing it with your supervisor or submitting a written complaint to him or her, you must bring your complaint (verbally or in writing) to the Director of Human Resources.
  - (ii) Don't be afraid to speak for yourself. This is an informal procedure and you should present your concerns in your own words. Formal representation of employees by other employees or non-employees is unnecessary.
  - (iii) Retaliation against employees who raise concerns or complaints is prohibited and may result in discipline up to and including termination.

### **C. Bulletin Boards**

The Company maintains bulletin boards throughout the facility to keep employees informed of notices pertaining to matters directly concerning Company business and announcements of a business nature which are equally applicable and of interest to employees. Mandatory federal and state postings are displayed as well. Each employee has the responsibility to read the information that is posted. Employees should check these boards regularly for important notices including information on safety rules, job postings, and changes in policies, practices and benefits. Only official Company notices may be posted on these boards.

Several bulletin boards are available for employee use in posting sale items, etc. Only appropriate, non-offensive literature can be posted. Do not remove postings placed by another employee.

## **D. Personnel Information**

The Company maintains a personnel file on each employee containing appropriate employment records. Under Minnesota law, employees have the right to review their personnel files and are entitled to remedies if those rights are denied. Maintaining personnel files with up-to-date information is very important as it provides the Company with contact information in case of emergency, addresses for mailings, data for payroll purposes, and information required for insurance programs as well as other benefits. Please notify us of any relevant changes to your personal information. Personnel files are the property of the Company and access to the information they contain is monitored. Generally, only supervisors and management personnel of the Company, and third parties who the Company deems to have a legitimate reason to review information in a file, are allowed to do so.

Employees may review or obtain a copy of their personnel file once per six-month period, by submitting a written request to Human Resources. The review will take place in the presence of a company representative, at the employee's place of employment or a reasonably nearby location, and during normal business hours. Upon separation from employment, employees may obtain a copy of their personnel file once each year after separation for as long as the personnel record is maintained.

## **E. Electronic Communication**

The Company has several options for electronic communication to keep employees informed of matters directly concerning Company business and announcements of a business nature which are equally applicable and of interest to employees.

### **1. Employee Portals**

We provide a secure-Employee Portal to our employees. Some of the many options available within the portal include the opportunity for employees to update their contact information, view their paystubs, update their emergency contact information, review their daily punches and request time off.

Access is available through an app on your device or through a web browser using your unique username and password. Instructions for using the portal are available in the menu. For help accessing the portal, please see Human Resources.

### **2. Posting Boards**

Electronic posting boards are visible throughout the production floor and in lunch rooms to communicate important information to all of our employees.

## **IX. WHEN YOU NEED TO BE AWAY FROM WORK**

### **A. Attendance**

You are expected to report for work on time and with a minimum of absences. Good attendance habits are an integral part of every employee's job responsibility. Unnecessary absenteeism and lateness are expensive, disruptive, and places an unfair burden on your co-workers and your supervisor. Unsatisfactory attendance will adversely affect an employee's opportunity to be retained, promoted, receive pay increases or become eligible for certain benefits.

If an employee is absent for three (3) consecutive days without notifying his/her supervisor, or after notice but without approval of a legally mandated leave or sufficient reason for the absence, it will be treated as a resignation or job abandonment and employment will be automatically terminated.

Good attendance, being on time and honesty in connection with any absenteeism or tardiness which is unavoidable are essential to successful employment at the Company.

## **B. Requesting Time Away**

The Portal should be utilized for requesting an absence that is 24 hours or more in advance. Requests less than 24 hours in advance must go through your supervisor.

If internet access is available to you and you are giving at least 24 hours of notice, please do not leave a voicemail, text or email. You only need to submit the time off request through the Portal.

If you are unable to access the portal, you must call your supervisor for approval. Please call 218-765-3111 at the start of your shift and speak with your supervisor. Make every effort to speak to your supervisor, not another shift supervisor.

If it is necessary for you to be late or absent, it is your responsibility to notify your supervisor within the first 2 hours of your scheduled shift. Again, please make every effort to speak to your supervisor, not another shift supervisor. Do not use email, voicemail or text to give notice regarding your late arrival or absence.

Failure to request an absence, or to report an absence in the manner described above, may result in the absence being recorded as unexcused.

Using a pre-approved excused absence the day before or after a Holiday will qualify an employee for Holiday pay (See Holiday Policy).

## **C. Late Attendance (Tardy)**

Punctual and regular attendance is an essential responsibility of each employee at Clow. You are considered tardy if you punch in more than 2 minutes after your scheduled start time. If you are late more than six times in a calendar year, you will receive a warning slip for tardiness. (If you work less than six months in a calendar year, you will receive a warning slip if tardy more than 3 times.)

## **D. Excused Absences**

Excused days are an unpaid discretionary employee benefit. Each production employee will accrue 0.021 hours of excused time for every hour worked.

Approval of excused days requested shall be determined as closely as practical on a "first to request" basis. Available excused hours that may be used in any week are determined by the workload in each department.

The minimum excused time request is one hour (with one hour increments thereafter). Excused time requests must be made to your supervisor or through the Employee Portal.

Excused time must be requested twenty-four (24) hours in advance.

Absences in excess of hours available for use will be considered unexcused unless permitted by law.

The maximum excused time balance allowed is 128 hours.

#### **E. Overtime Attendance**

Mandatory and voluntary overtime will be viewed as part of your over-all attendance record.

Requested and approved absences from a mandatory overtime workday will not require the use of one of the “excused absence” days. However, calling in will require use of an excused absence day.

#### **F. Leaves of Absence (Generally)**

Leaves of absence will only be granted with prior approval to eligible full-time employees. Leaves of absence must be pre-approved and may be granted or denied at the Company’s sole discretion. Except where required by law, seasonal, temporary, part-time, and introductory workers are not eligible for leaves of absence. The Company reserves the right to require satisfactory documentation or substantiation of reasons for employee leaves of absence. In each case, leaves are unpaid and subject to restrictions.

#### **G. Family and Medical Leave of Absence**

The Company offers Family and Medical Leave of Absence (FMLA) leave to eligible employees for: the birth, adoption, or foster care placement of a child; for the employee’s serious illness; for the serious illness of the employee’s spouse, child or parent; or to care for a covered servicemember with a serious illness or injury incurred in the line of duty.

Employees are eligible for up to twelve (12) weeks or 480 hours FMLA leave in a twelve (12) month period if they have worked for the Company at least twelve (12) months prior to the commencement of the leave and have worked at least 1,250 hours during the twelve (12) month period prior to the leave. The right to FMLA leave in a twelve (12) month period is calculated as on a calendar year.

An employee is not eligible for **FMLA** if both:

- The employee works at a facility with fewer than 50 employees.
- The Company has fewer than a total of 50 employees within 75 road miles of that facility.

An eligible employee is entitled to twenty-six (26) weeks or 1040 hours of leave to care for a covered servicemember undergoing medical treatment, recuperation or therapy for a serious illness or injury incurred in the line of duty. A covered servicemember is: (1) a current member of the Armed Forces (including National Guard or Reserves); or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the veteran. If an employee takes leave to care for a covered servicemember, he/she is entitled to twenty-six (26) weeks of

FMLA leave during one (12) month period; however, he/she is only entitled to a combined total of twenty-six (26) weeks for all leave taken during that (12) month period measured forward from the date of an employee's first FMLA leave to care for the covered servicemember begins. The leave shall not exceed twelve (12) weeks in duration if an employee takes leave for: the birth, adoption or foster care placement of a child; the employee's own serious illness, or the serious illness of the employee's spouse, child or parent; or a qualifying exigency arising out of the fact that the spouse, child or parent of the employee is on (or has been called to) active duty.

If the FMLA leave is to care for the employee's spouse, child or parent with a serious health condition, or to care for a covered servicemember (who is the spouse, child, parent or next of kin of the employee) with a serious illness or injury incurred in the line of duty, or if the FMLA is due to the employee's own serious health condition, the leave may be taken intermittently or on a reduced leave schedule, but only when medically necessary. 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, continuing treatment may be met by: (1) a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider; (2) one visit to a health care provider and a regimen of continuing treatment; or (3) other equivalent conditions. An employee must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations. The employee must provide medical certification in support of a leave due to serious illness, or for "caregiver leave" for the ill or injured servicemember. The Company reserves the right to require a medical certification, recertification or confirmation thereof from a health care provider of the Company's choice and at its expense.

If the FMLA leave is for a qualifying exigency because the spouse, child or parent of the employee is on (or has been called to) active duty, the leave may be taken intermittently or on a reduced leave schedule. Exigencies include various events (i.e., military event, counseling sessions) and arrangements (i.e., alternative childcare, financial/legal arrangements) associated with deployment. Employees requesting such leave may be required to supply the Company with supporting certification or recertification.

If the FMLA leave is foreseeable, the employee must notify the Company at least thirty (30) days prior to the first day of the FMLA leave. If thirty (30) days' notice is not possible, or if the leave is not foreseeable, the employee should notify the Company as soon as practicable and, in any event, within two business days of learning of the need to take FMLA leave. The employee must provide the anticipated start date and return date of the leave as well as sufficient information for the Company to determine if the leave qualifies for FMLA protection. The Company will notify the employee whether the employee is eligible for FMLA and whether the leave will be designated as FMLA protected.

FMLA leave is not paid leave by the Company. If the employee has vacation or ESST time available, the employee may use the paid time off in conjunction with the FMLA leave and such time will count both as FMLA leave and as paid time. Certain employees may be eligible for short-term disability pay in the event of a serious illness of the employee, but the receipt of short-term disability or workers' compensation benefits in the event of a work-related injury or illness during FMLA leave shall not extend the FMLA leave beyond the twelve (12) or twenty-six (26) week limit.

The employee shall not accrue vacation, ESST or other leave grants during the FMLA leave. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

The Company will continue to provide group insurance benefits to employees on FMLA leave, provided they were eligible for such benefits prior to the leave. The employee shall continue to be responsible for the employee's portion of the premium, which shall be deducted from any pay received by the employee during the FMLA leave. If the employee does not receive compensation from the Company during the FMLA leave, the employee shall pay the premium to the Company on or before the time it would be made if by payroll deduction. If the employee does not return to work at the end of the FMLA leave, the employee may elect, if eligible under COBRA, to continue, at his/her own cost, group health insurance at the full group rate cost of such coverage, including the portion paid by the Company for employees, but must reimburse the Company for the Company's premium payments paid during the FMLA leave in such cases of non-return.

Upon returning from an FMLA leave, the employee shall be restored to the same position held prior to the leave, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. The employee shall retain eligibility for group benefits as prior to the leave, including group health insurance, even if the employee did not pay the employee's portion during the FMLA leave, but the Company retains the right to recover any unpaid employee portion of group health insurance for the period of the FMLA leave, or other amounts due the Company from the employee, upon the employee's return to work.

If the FMLA leave was for the employee's own serious illness, the employee must submit a medical certification to the Company which states that the employee is able to resume work, and perform all the essential duties of his/her position without restrictions, before the employee may be restored to his/her same position. The Company reserves the right to require a medical certification or confirmation thereof from a health care provider of the Company's choice and at its expense.

Your rights to FMLA leave are legally protected and do not affect other discrimination laws or supersede other laws granting greater benefits. If you have any questions or concerns about your FMLA leave rights or your rights under state or federal leave law, please raise them with Human Resources. You may also bring them to the U.S. Department of Labor or to a private attorney. If you have any questions about your entitlement to leave, please contact Human Resources for more information.

## **H. Parental and School Conference/Activity Leaves of Absence**

### **1. Parental Leave of Absence**

In accordance with the Minnesota Pregnancy and Parenting Leave Act (MPPLA), the Company offers unpaid Parental Leave of Absence (PLA) leave to eligible employees for the birth or adoption of a child, prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions and runs concurrently with other leaves. Specifically, MPPLA leave is available to biological or adoptive parents in conjunction with the birth or adoption of a child. A "child" is a person under the age of 18 or under the age of 20 but still attending a secondary school. MPPLA leave is also available to female employees for prenatal care or for incapacity due to pregnancy, childbirth or related health conditions and will begin at a time requested by the employee.

Employees are eligible for up to twelve (12) weeks of PLA leave. However, the length of pregnancy or parenting leave will not be reduced by any period of paid or unpaid leave taken for prenatal care medical appointments. PLA leave is not paid by the Company, but the Company will continue to make insurance coverage under any group insurance policy, group subscriber contract or healthcare plan available to the employee and the employee's dependents on the same basis as if the employee were not on leave. This means that, if an employee wants their insurance coverage to continue during their leave, they must continue to make the same payments for benefits for themselves and their dependents as when they were not on leave. The amount of PLA leave will be reduced by any company-provided paid time off so the total leave (pregnancy/parenting plus paid leave) is not more than 12 weeks. Any leave granted under this Parental Leave Policy will run concurrently with any similarly qualified leave under the FMLA.

PLA leave must begin within 12 months of the birth or adoptions, unless the child must remain in the hospital longer than the mother, in which case the leave must begin within 12 months after the child leaves the hospital.

Employees must notify a supervisor of the date and duration of the requested leave no later than thirty days before the commencement of the leave. An employee returning from a PLA leave longer than one month must notify a supervisor at least two weeks prior to returning from leave to confirm the date of return. Upon returning from PLA leave, the employee shall be restored to the same position held prior to the leave, or to a position with comparable duties and hours at the same rate of pay the employee had been receiving when the leave commenced, together with any automatic adjustments in that pay rate occurring during the leave. The employee shall also retain available pre-leave employment benefits.

The Company will not discharge, discipline, penalize, interfere with, threaten, restrain, coerce or otherwise retaliate or discriminate against an employee for requesting or taking a pregnancy or parenting leave of absence in accordance with this policy.

## 2. School Conference/Activity Leave

Employees may take leave up to a total of sixteen (16) hours during any calendar year to attend pre-school or school conferences, observations or activities related to the employee's child (including a foster child), if such conferences, observations or activities cannot be scheduled during non-work hours. Time off under this policy will be unpaid, except that exempt employees will receive pay when required under applicable law.

For purposes of this policy, "child" includes foster children.

When School Conference/Activity Leave cannot be scheduled during non-work hours, and the need for the leave is foreseeable, the employee must provide reasonable prior notice to the Company of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Employees may use accrued vacation or ESST for school conference/activity leave under this policy.

## **I. Military Leave**

It is the Company's policy to offer reemployment to employees returning from military service in appropriate circumstances. The Company requests as much notice as possible for those desiring a military leave. Such reemployment opportunities will be granted for employees as follows:

- Employees entering active military service for a single enlistment period will be granted a general unpaid military leave of absence. The Company will reinstate employees returning from military leave to their former jobs, or to an equivalent position, except in cases where changed circumstances make it impossible to do so or create an undue hardship for the Company.
- Employees who are members of a National Guard or Military Reserve unit may elect to treat summer training periods as paid time to the extent the employee has available paid time grants for the period.
- Employees who elect not to treat military training periods with a National Guard or Military Reserve unit as paid time will receive unpaid military leave for the period of the training.

## **J. Funeral Leave**

In addition to using Earned Sick and Safe time, employees may be allowed up to 24 hours of paid leave, in case of death in the immediate family to attend the funeral and allow time for grieving. To be eligible for funeral or bereavement leave, the employee must provide reasonable documentation. Benefits paid will be based on Employee Type of Full Time or Half Time (See "Employment Type" policy). If an employee works less than half time, the funeral leave will be granted "unpaid" without use of accumulated excused time. Employees should notify their supervisor immediately in the event of such an occurrence. With Supervisor approval additional unpaid leave may be granted in some circumstances.

Immediate family is defined as the employee's:

- Parent or parental figure
- Sibling
- Spouse
- Domestic Partner
- Grandparent
- Parent-in-law
- Children or stepchildren
- Grandchildren

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 unless using ESST.

Clow will send flowers to the funeral services of husband, wife or children if the information is provided to Human Resources.

The Company 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 accrued paid time off for such funeral leave and for any additional time off as necessary.

#### **K. Jury Duty Leave**

The Company encourages its employees to fulfill their civic responsibilities by serving jury duty when required. In general, the Company will pay employees what they would have earned had they not been serving on a jury, less what they are paid by the courts. Hours spent away from the Company while serving on jury duty will not be considered when figuring overtime or ESST accruals. An employee requesting jury leave must show the jury duty summons to his or her supervisor as soon as possible after he or she receives it, so that the supervisor may make arrangements to accommodate the employee's absence. The employee is expected to report for work whenever his or her court schedule permits. Either the Company or the employee may request an excuse from jury duty if the employee's absence would create serious operational difficulties for the Company.

#### **L. Minnesota Paid Leave**

Minnesota Paid Leave ("MN Paid Leave") is a state-run program administered by the Minnesota Department of Paid Leave ("Department") that provides job-protected leave and partial wage replacement to eligible employees who are unable to work for certain qualifying reasons. The amount of MN Paid Leave available to employees is calculated on a "benefit year" basis, which is defined as the period of 52 consecutive weeks beginning on the effective date of an employee's MN Paid Leave.

MN Paid Leave benefits are funded by a Company contribution and an employee contribution made through payroll deduction. The payroll deduction is set by the Department as a percentage of an employee's eligible wages and may be adjusted periodically.

##### **1. Eligibility**

Minnesota-based employees who meet the financial eligibility requirements established by the Department are eligible for MN Paid Leave. Employees may be eligible for MN Paid Leave for up to 26 weeks after termination of employment.

##### **2. Reasons for and Duration of Leave**

Employees may be eligible for up to 20 weeks of combined MN Paid Leave per benefit year. These 20 weeks may include:

- Up to 12 weeks of paid medical leave to attend to their own serious health condition as certified by a health care provider, including illness, injury, or pregnancy/childbirth.
- Up to 12 weeks of paid family leave:
  - To care for a family member with a serious health condition as certified by a health care provider, including illness, injury, or pregnancy/childbirth.
  - To bond with and care for an employee's child during the first 12 months after birth, adoption, or foster care placement.

- To attend to certain issues that arise from a family member being called to covered active military duty.
- To care for a family member who is a covered service member injured in the line of covered military service.
- To respond to issues such as domestic violence, sexual assault or stalking.

Employees can take both paid medical leave and paid family leave in a benefit year, but the maximum amount of combined MN Paid Leave an employee can take in a benefit year is 20 weeks.

Employees may take up to 480 hours of MN Paid Leave in a benefit year on an intermittent basis (*i.e.*, taking leave in blocks of time), in 15 minute increments. For information about wage replacement benefits for intermittent MN Paid Leave, see the *Wage Replacement Benefits* section, below.

### 3. Providing Notice to the Company Before Filing for MN Paid Leave

Employees must provide at least 30 days' written notice to the Company before the start of MN Paid Leave. Notice should be provided to your Supervisor and forwarded to HR. When providing notice, employees should specify the anticipated starting date of the leave, the anticipated length of the leave, and the expected date of return. If the employee is unable to provide 30 days' notice due to circumstances beyond their control, the employee must provide notice as soon as practicable.

Employees seeking intermittent MN Paid Leave must notify the Company of the schedule for intermittent leave. Employees must make a reasonable effort to schedule intermittent leave in a way that will not unduly disrupt the Company's business operations.

The Company will treat any medical or health information as confidential and will not disclose such information except with the permission of the employee requesting leave, unless disclosure is otherwise required by law.

Failure to provide the Company with adequate notice before leave may result in delay or denial of an employee's MN Paid Leave by the Insurer.

### 4. Applying for MN Paid Leave Benefits with Mutual of Omaha

Employees must apply for MN Paid Leave benefits through the Mutual of Omaha's online system at [www.mutualofomaha.com](http://www.mutualofomaha.com) or by calling 833-928-2179.

In order to avoid delays in approvals and/or payments, applications should be submitted to the Mutual of Omaha as soon as possible, as early as 60 days prior to the anticipated start date of MN Paid Leave.

Applications generally must be submitted no later than seven days after the start of MN Paid Leave, unless the Mutual of Omaha approved backdating the application.

## 5. Wage Replacement Benefits

MN Paid Leave wage replacement benefits are determined and administered by the Insurer, not the Company. The amount of wage replacement benefits is calculated based upon an employee's average weekly wage in relation to the state average weekly wage and is capped at a maximum weekly benefit amount that may be adjusted annually.

There is no waiting period for MN Paid Leave benefits; however, except for leave to bond with a newly born or placed child, an individual must be out of work for at least seven calendar days in order to be eligible for MN Paid Leave benefits.

Employees cannot apply with the Mutual of Omaha for payment of MN Paid Leave benefits for intermittent leave until they have accumulated eight hours of leave time or until 30 calendar days following the first use of intermittent leave, whichever comes first.

## 6. Use of Company-Provided Accrued Paid Time Off during MN Paid Leave

The Company will not require employees to use or exhaust any accrued and available Company-provided paid time off, including vacation or sick leave prior to or while receiving MN Paid Leave.

Employees who choose to use accrued and available Company-provided paid time off, including paid time off, vacation or sick leave, rather than receiving MN Paid Leave benefits will not receive MN Paid Leave benefits for the period of time during which they received Company-provided paid time off. The use of Company-provided paid time off will run concurrently with MN Paid Leave and the leave and benefits will be deducted from the employee's MN Paid Leave entitlement.

Company-provided paid time off are **not** supplemental benefits and cannot be used to supplement or "top off" MN Paid Leave benefits.

If an employee uses Company-provided paid time off and receives MN Paid Leave wage replacement benefits for the same hours, the Company-provided paid time off may be considered an overpayment. The Company and/or Mutual of Omaha may seek to recoup any overpayments made.

## 7. Coordination with Other Leaves and Benefits

MN Paid Leave will run concurrently with protected leave taken under the federal Family and Medical Leave Act, the Minnesota Parental Leave Act, and any other applicable federal, state, or local leave law. The use of any Company-provided disability plan, including short-term and long-term disability insurance will run concurrently with MN Paid Leave and the leave and benefits will be deducted from the employee's MN Paid Leave entitlement.

The combined pay between MN Paid Leave and any Company-provided disability plan or paid family and medical leave program cannot exceed the employee's usual salary. All wage replacement benefits will be fully integrated to avoid duplication of benefits.

During an approved MN Paid Leave, the Company will continue making contributions for an employee's group health benefits on the same terms as if the employee had continued to work. This means that, if an employee wants benefits coverage to continue during MN Paid Leave, the

employee must continue to make any premium payments they were required to make for themselves or their dependents prior to the leave. Failure to make timely payments may result in termination of health insurance coverage.

#### 8. Return to Work

An employee who has been employed by the Company for at least 90 consecutive days prior to taking MN Paid Leave and returns to work on or before the approved leave's end date will be reinstated to their former job or to an equivalent job with the same status, pay, employment benefits, length-of-service credit and seniority as of the date of leave. Upon reinstatement, taking MN Paid Leave will not affect an employee's previously held right to accrue Company-provided paid time off, bonuses, advancement, seniority, length-of-service credit or other employment benefits, plans or programs.

An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during MN Paid Leave. If an employee is laid off during the course of taking MN Paid Leave and employment is terminated, the Company's responsibility to continue the leave, maintain group health plan benefits, and restore the employee cease at the time the employee is laid off, provided the Company has no continuing obligations under a collective bargaining agreement or otherwise.

#### 9. Consequences of the Misuse of MN Paid Leave

Employees who are approved for and use intermittent MN Paid Leave must adhere to the leave schedule approved. An employee is not eligible for benefits for days not included in their approved leave schedule.

Employees who fraudulently obtain MN Paid Leave benefits will not receive the protections and benefits provided by the law and may have benefits suspended.

#### 10. Protected Rights

The Company takes its MN Paid Leave obligations very seriously and will not interfere with, restrain, or deny the exercise of any right protected under the MN Paid Leave. The Company will not discriminate or retaliate against any individual because they use or request leave in accordance with this policy or otherwise exercise their rights under the MN Paid Leave. If an employee believes that their MN Paid Leave rights have been violated in any way, they should immediately report the matter to the Director of HR at 218-765-3111.

#### 11. Additional Information

Employees should contact the Director of HR at 218-765-3111 with questions regarding MN PFML leave or benefits. For more information on MN Paid Leave, see [Minnesota Paid Leave Overview - English](#).

### **M. Leave of Absence Time Limitations and Impact Upon Employee Benefits**

Employees who remain away from work beyond the return date of a legally mandated approved leave, may be treated as having resigned or abandoned their employment and such separation will be automatically recorded as of that date.

The Company will deduct from employee wages, or otherwise seek reimbursement for, any vacation, disability, workers' compensation or other leave-of-absence-related benefits paid to the employee during any period of leave of absence if: the employee made or provided false or inaccurate statements or representations in connection with requesting or taking the leave of absence; or if the employee remains away from work beyond the return date of an approved leave.

## **N. Plant Closings**

### **1. Snow Days/Catastrophic Plant Closings**

Our official electronic communication will be used to communicate plant closings. If the plant opens and is forced to close early due to unforeseen circumstance beyond the normal control of the company management, all employees who reported for work will be paid, and employees who did not come to work will not be paid per the guidelines below. If the plant is closed before the start of the shift, employees will not be paid.

### **2. Payroll Policy**

- Employees actively at work less than half the scheduled shift will receive half shift of pay. Employees working more than half of their scheduled shift will receive pay for the actual hours worked.
- If the employee is not actively at work (on vacation, sick, attending outside training, etc.), the employee will be eligible for whatever compensation the employee will normally receive. Such employee is not eligible for any down-time pay.
- Any hours which an employee is paid for down-time will not be considered any portion of the 40 hours required before overtime is paid.
- Any hours which an employee loses due to down-time may be made up during the same payroll period as the downtime providing that such makeup work is available. This decision shall be the responsibility of each supervisor.
- “Actively at work” means that an employee actually reported for work.
- Any hours paid for downtime will not be hours worked for ESST accruals.

### **3. Plant Closing Procedure**

- ENSURE EMPLOYEE SAFETY – move employees to a safe area if appropriate. (See posted shelter maps)
- The decision to close based on weather or other unforeseen events will be conveyed to employees when a decision has been made by the Leadership Team.

## **X. VACATION, EARNED SICK AND SAFE TIME AND HOLIDAY**

### **A. Vacation**

All Clow employees are eligible for vacation benefits. These vacation benefits are designed to be periods for rest and recreation.

Employees will begin earning vacation hours at the start of employment with Clow. Vacation hours are earned each hour paid and will appear on the check stub and the portal when available for use. Vacation hours will be paid at the employee’s current rate of pay in effect at the time vacation hours are taken.

Employees will earn vacation for each hour paid according to the following schedule:

<u>Length of Service</u>	<u>Accrual per hour Paid</u>	<u>Maximum Hours Earned per Year</u>
0 - 4 years	0.016 hours	32
5- 11 years	0.035 hours	72
12 +years	0.054 hours	112
19 Years**	0.074 hours	152

\*\*For employees with seniority dates prior to January 26, 2022.

Full-time administrative and exempt employees’ accruals include an additional 0.023 hours per hour worked to acknowledge extended work hours and unpaid lunch periods

Vacation requests must be made through the Employee Portal and/or Supervisor. Vacation days must be used in one hour increments for non-exempt employees and in half-day increments for exempt employees.

Approval of Vacation requests shall be determined as closely as practical on a “first to request” basis. Available vacation hours that may be used in any week are determined by the work load in each department. Except in emergency situations, a 24 hour notice is required for vacation requests. Any exceptions will be based upon supervisory discretion and approval.

Vacation cannot be used to extend a termination or retirement date. Vacation donations may be allowed due to illness and injury.

1. Vacation Accrual

Employees are permitted to carry over vacation from one calendar year to the next but the maximum balance an employee can have at any time during the year is 200 hours.

2. Vacation Paid When Terminating

Vacation accruals will be paid out upon termination at the employee’s current hourly rate.

**B. Earned Safe and Sick Time (ESST)**

Employees begin to accrue safe and sick time (ESST) at one hour for every 30 hours worked to be used for qualifying events under state law, up to a maximum of forty-eight (48) hours per calendar year. Employees will be permitted to carry over accrued and unused ESST at the end of the year, but at no point will employees be permitted to accrue more than eighty-hours (80) of ESST at any given point.

Employees may use accrued, but unused ESST for qualifying events as they earn it. ESST will be used for all full- or partial-day qualifying absences and may be used in 15-minute increments.

ESST may be used for time off related to:

- an employee's own physical or mental illness, injury, medical condition;
- an employee's needs to visit the doctor for diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventative care;
- caring for a family member, "any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship," or up to one individual annually designated by the employee who has an illness, injury, medical condition, or who needs to see a doctor for diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventative care;
- domestic violence, assault, or stalking situations resulting in an illness, injury or medical condition that requires the employee to seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking, or to obtain psychological or other counseling, seek relocation, seek assistance from a victim services organization, take related legal action for the employee or one of the above-listed individuals in domestic violence, assault or stalking situations;
- the employee's inability to work or telework because the employee is prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency;
- the employee's inability to work or telework because the employee is seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the company has requested a test or diagnosis;
- when it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease;
- the closure of the company due to weather or another public emergency;
- the employee's need to care for a family member whose school or place of care has been closed due to weather or public emergency;
- to make arrangements for or attend funeral services or a memorial, as well as address financial or legal matters arising from the death of a family member; and
- any other reason allowed under state or local safe and sick time laws.
- Earned safe and sick time use may run concurrently with paid and unpaid leave time.

- Where applicable, available earned safe and sick time may run concurrently with family and medical leave act leave and parental leave.

Except in unforeseeable circumstances, ESST leave requests must be scheduled at least seven (7) days in advance with the employee's supervisor. When an employee uses ESST for two or more consecutive days, the Company may require reasonable documentation that the leave is covered as permitted under state law.

Employees should notify the Company as soon as possible when seeking to use ESST in unforeseen circumstances (such as serious illness, injury, emergency surgery, or severe weather/no travel advised). It is against the law for an employer to retaliate, or to take negative action, against for exercising their rights under this law. Employees who believe their rights have been violated under this law can contact the Minnesota Department of Labor and Industry's Labor Standards Division at [dli.laborstandards@state.mn.us](mailto:dli.laborstandards@state.mn.us) or 651-284-5075 for help. Employees also have the right to file a civil lawsuit for relief.

Accrued, but unused ESST will be paid out upon termination.

### **C. Holidays**

All active Full time or Half time Clow employees shall be eligible to receive holiday pay at straight time. To receive holiday pay, an employee must work the scheduled day before and after the holiday(s), except for pre-approved absences.

If an employee is suspended and the suspension day occurs the day before or after a holiday, the employee will receive holiday pay, however the holiday will not count as one of the suspension days.

Benefits paid will be based on Employment Type of Full Time, Half Time or Less Than Half Time (See Employment Type policy). Full Time employees receive 80 hours of Holiday time, while Half Time employees receive 40 hours of Holiday time. Holiday pay will not be paid in addition to vacation or any other authorized leave of absence pay for the same day.

Holiday schedule by shift is set at the beginning of the fiscal year (October).

The Holiday schedule may include Personal Holiday hours. The personal holidays can be used at the employee's discretion with Supervisory approval. Personal holiday hours will be available on November 1<sup>st</sup> in accordance with your assigned shift on that date each year. No adjustments will be made throughout the year for shift changes, etc.

The minimum Personal Holiday request for non-exempt employees is one hour. Exempt employees may request Personal Holiday in half-day minimums.

Should the Company decide to remain open on a designated holiday, any employee who chooses to work will receive both pay for their hours worked and the designated number of hours of Holiday hours according to their shift.

Personal Holiday hours not used by September 30<sup>th</sup> of each year will be forfeited. Any unused Personal Holiday time will be forfeited at termination.

## **XI. PROTECTING OUR BUSINESS**

### **A. Confidentiality**

The nature of our business is highly competitive. Confidential, trade secret, or proprietary information (“Confidential Information”) includes, but is not limited to, Customer and Vendor information including confidential and proprietary discussions, documents and research, notes, memoranda and data (including audio and video tapes and electronic or computer data stored on hard drives, disks or otherwise) regarding proposals, estimates, pricing, bidding, projects, marketing, customers and prospective customers and projects, which employees prepare, compile, have access to, or receive at any time during the course of their employment, which is not available to persons or firms outside of the Company. “Trade secrets” do not include common trade skills or inventions the employee devises outside his or her employment with the Company. If you are ever in doubt as to whether information is restricted or confidential, treat it as such until you are advised in writing by your supervisor or a Company officer to the contrary.

Employees shall not disclose or provide any such Confidential Information to outsiders without authorization of the Leadership Team, except as provided in the final paragraph of this Section. An employee’s unauthorized disclosure or removal of Confidential Information may result in possible civil and/or criminal prosecution, as well as discipline.

When your employment with the Company ends, you must return all Confidential Information and all other Company property, documents, materials, tools or equipment issued to you by the Company during the term of your employment, including all copies and information storage versions and including any Company information and Company customer information stored on your Personal Electronic Devices as that term is defined earlier in this Handbook. Your obligation to maintain the confidentiality of such information and not to disclose or remove it continues, both during and after your employment with the Company, without time limitation.

Nothing in this Section is intended to discourage an employee from discussing his/her own terms and conditions of employment, or the terms and conditions of other employees who freely share such information with other employees, or with third parties who are not competitors of the Company, or from engaging in concerted activity with such employees or third parties. Confidential Information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection.

### **B. Notice/Policy on Privacy in Connection with Employment**

The Company reserves the right to investigate and to interview employees in the course of implementing and enforcing our policies, to require truthful answers to inquiries in connection with such investigations and interviews, to administer tests, to conduct searches of employees’ persons, vehicles, work stations and locations, furniture, clothing, purses, briefcases, luggage, lockers, toolboxes, personal items and other possessions, mail addressed to employees at work, documents, computer, e-mail, voicemail, Internet and telephone communications and databases and any and all other articles or information within their possession or control while employees are on duty, on Company customer, vendor, or business partner property or while operating or being transported in a commercial motor vehicle or any other vehicle used, at that or any other time, in the service of the Company. The Company may, in its sole discretion, take into custody

any items or information which it deems to represent possible evidence of a violation of its policies or local, state or federal law. An employee's interference, non-cooperation or refusal to submit to such investigations, interviews, searches and seizures, or to required tests, may lead to disciplinary action, up to and including discharge.

### **C. Moonlighting**

Employees may engage in outside employment (including self-employment) or any non-employment activities while working for the Company so long as such activity does not conflict with your commitments to the Company or with the Company's interests. As a courtesy, please notify your supervisor if you are considering outside employment. The Company may object to outside employment activities if it feels the outside employment violates this policy. The Company's work requirements, including any Company overtime, must take precedence over any outside employment.

The Company will not assume any responsibility for employees' outside employment. Specifically, the Company will not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, such outside employment.

### **D. False Information and Claims**

The Company will not pay medical, income replacement or other benefits for injuries or sicknesses resulting from other employment or self-employment, or from outside activities. Providing false information to the Company, any attorney, investigator, health care or treatment provider, insurer or government agency or tribunal in connection with a claim for benefits, or in pursuit of any other legal remedies, or acting in bad faith in connection thereto, will result in civil and/or criminal prosecution, forfeiture of benefits and/or civil damages in addition to discipline. Filing a charge, proceeding with other legal remedies or cooperating with a governmental investigation, in good faith and without falsification of facts, will not constitute a violation of this policy and will not be grounds for discipline.

### **E. Protected Health Information**

The Company is committed to complying with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the statutory amendments made to HIPAA under the Health Information Technology for Economic and Clinical Health Act (HITECH) enacted as part of the American Recovery and Reinvestment Act of 2009 (ARRA). The Company's Director of Human Resources is designated as the Company's Medical Information Officer. In this capacity, the Medical Information Officer is responsible to ensure that the Company maintains safeguards against the improper disclosures of an employee's medical information. For all nonroutine disclosures of an individual employee's medical information, the Company will provide notice to the affected employee and obtain his/her consent before disclosure is made. The Company will document all disclosures of an employee's medical information. Employees are instructed to direct any questions or complaints regarding medical information or the Company's policies or procedures concerning medical information to the Medical Information Officer. Further, any employee may bring a complaint, ask a question or raise a concern regarding medical information without concern over adverse employment action.

## **XII. PARTING WAYS**

### **A. Resignation/Termination**

Termination of employment is an inevitable part of business. Examples of some of the most common circumstances under which employment is terminated include:

**RESIGNATION** - voluntary employment termination initiated by the employee when further gainful employment with another employer or self-employment is expected.

**DISCHARGE** - involuntary employment termination initiated by the Company for reasons other than those described below under Layoff, Reduction-in-Force.

**LAYOFF** - involuntary employment termination initiated by the Company due to lack of work or funds, elimination of position, changes in the Company's organizational structure or operations, business setbacks or seasonal reduction in operations.

**RETIREMENT** - voluntary employment termination initiated by the employee when no further gainful employment or self-employment is expected.

Employees will receive their final termination pay by mail or direct deposit (if previously authorized) at the next scheduled payday after termination, unless another form of payment is requested in writing at the time of termination.

In the event you resign, you are requested, but not required, to provide two weeks' advance notice of your decision for hourly personnel and thirty days' advance notice for salaried personnel. Upon receipt of an employee's notification of resignation, an exit interview may be scheduled to resolve outstanding issues such as final pay, payment of employee debts, return of any Company property within the employee's possession and any concerns of the employee. The effective date of resignation may be advanced by the Company to an earlier date.

All pay and benefits, and eligibility for recall, reemployment or reinstatement, terminate upon termination, resignation, retirement, or layoff/reduction in force unless the employee is eligible for and timely elects COBRA continuation, in which case only COBRA-eligible benefits may be continued if the Company receives the employee's premium payments on time.

The Company will seek to provide advance notice to its employees if it becomes necessary to terminate their employment by layoff or reduction in force situations. However, the Company does not guarantee such notice, and reserves its at-will right to terminate for any reason, with or without cause, notice or prior discipline. There are no recall or reemployment rights at the Company, and applicants and ex-employees who receive but fail to accept or decline offers of employment are ineligible for further consideration for employment.

Any personal property left onsite must be claimed in 7 days or will become Company property.

### **B. Layoff; Reduction in Force**

You may be laid off under certain circumstances, including, but not limited to a lack of work or funds, elimination of position, changes in the Company's organizational structure or operations,

or seasonal reduction in operations. If layoffs or reductions in force are necessary, the selection of persons to be laid off will be at the Company's discretion based upon an evaluation of factors including, but in no way limited to, seniority, merit, prior discipline, attendance and performance record, qualifications, business requirements and efficiency, as determined solely by the Company's management.

### **XIII. BENEFITS TO SUPPORT AND ASSIST YOU**

In general, employees must enroll in a Company-sponsored benefit; participation is not automatic. The Company may, on occasion, and at its sole discretion, add to, discontinue or modify any Company benefit program, as well as the relative Company and employee allocation of the costs of such programs. The Company will attempt to provide as much advance notice as practicable prior to the implementation of any such changes or modifications by posting such changes on the official Company Bulletin Board. The following is intended to be a brief overview of certain benefits. Nothing in this Handbook is intended to, nor should be construed as, altering, amending or modifying any requirement, term, condition or limitation in any plan document or summary plan description. Please refer to these documents for the exact requirements, terms, conditions and limitations.

Complete and detailed information can be found at [www.clowmetalworks.com](http://www.clowmetalworks.com). They may also be found on file in the Clow Human Resources Department.

#### **A. Insurance and Pre-Funded Benefits**

All insurance must be purchased through an application process. Contact the Human Resources Department for coverage and premium information.

##### **1. Medical Insurance**

Clow is self-insured for group medical insurance. Each employee who regularly works thirty (30) or more hours per week is eligible. There is a thirty (30) day waiting period following the first of the month for eligibility of benefits with benefits beginning the first of the month.

Employee participation expenses will vary, depending on selection of coverage. Participation is voluntary. Premiums for the program are deducted from your pay by automatic payroll deductions.

##### **2. Dental Insurance**

As an employee, you have the opportunity to purchase dental insurance coverage. The dental insurance is Company sponsored but not Company paid.

Participation is voluntary. Premiums for the program are deducted from your pay by automatic payroll deductions.

Dental Insurance must be applied for within 30 days from the date of hire.

##### **3. Vision Insurance**

As an employee, you have the opportunity to purchase vision insurance. The vision insurance is Company sponsored but not Company paid. Participation is voluntary. Premiums for the policy are deducted from your pay by automatic payroll deductions.

Vision insurance must be purchased through an application process. Contact the Human Resource Department for coverage and premium information.

4. Life Insurance

As part of your benefits, you receive term life insurance (with accidental death and dismemberment).

5. Accident and Critical Care Insurance

As an employee, you have the opportunity to purchase Accident and Critical Care coverage. The Accident and Critical Care insurances are Company sponsored but not Company paid. Participation is voluntary. Premiums for the program are deducted from your pay by automatic payroll deductions.

Both Accident and Critical Care insurance must be purchased through an application process. Contact the Human Resource Department for coverage and premium information.

6. Additional Life Insurance

As an employee, you have the opportunity to purchase life insurance which is in addition to the Company-paid employee life insurance policy. The Additional Life Insurance is Company sponsored but not Company paid and is available for you, your spouse and your dependents. Participation is voluntary. Premiums for the policy are deducted from your pay by automatic payroll deductions.

Additional life insurance must be purchased through an application process. Contact the Human Resource Department for application information.

7. Short Term Disability

As an employee, Clow provides you with Short Term Disability Insurance at no cost. The policy has a 14-day waiting period. You must apply for disability income benefits coverage online or by telephone. The Human Resources Department will be happy to help you with the claim process.

8. Long Term Disability

As an employee, Clow provides you with Long Term Disability Insurance at no cost. You must apply for disability income benefits coverage online or by telephone. The Human Resources Department will be happy to help you with the claim process.

9. Cafeteria Plan

Clow offers a Flexible Benefits Plan (also known as Cafeteria Plan). This plan is an employee benefit plan that allows you to utilize pre-tax benefits for eligible medical and dependent care expenses. Eligible employees can make pretax payroll contributions to an HSA or FSA. Complete and detailed information can be at [www.clowmetalworks.com](http://www.clowmetalworks.com). They may also be found on file in the Clow Human Resources Department.

## 10. 401K Savings and Investment Plan

Complete and detailed information on the 401K Savings and Investment Plan can be found at [www.clowmetalworks.com](http://www.clowmetalworks.com).

You will be eligible to participate when you have completed 6 months of continuous service as a Clow employee and are at least age 18.

You will be auto-enrolled in the plan on the first day of a plan year quarter (January 1, April 1, July 1, or October 1), after your eligibility requirements are met unless you opt out.

When you become eligible, the plan administrator will mail your enrollment information.

Enrollment in the plan is optional but the Company does utilize auto enrollment and auto-escalation.

### **B. Social Security, Unemployment Compensation and Workers' Compensation Insurance Benefits**

The Company covers the full cost of unemployment compensation insurance benefits and workers' compensation insurance benefits for employees and covers a portion of the cost of social security retirement and disability benefits.

Employees who sustain work-related injuries or illnesses should inform their supervisor as soon as reasonably possible after they occur. No matter how minor an on-the-job injury may appear, it is important that the injury be reported. This will enable an eligible employee to qualify for coverage as quickly as possible and is required for the Company's records and reporting requirements. Delay or failure to report an injury may jeopardize an employee's eligibility for workers' compensation benefits, as well as result in disciplinary action.

Neither the Company nor its insurance carrier will be liable for the payment of workers' compensation benefits for non-work related injuries or illnesses. Filing a claim for workers' compensation benefits for a non-occupational injury or illness or providing false information to the Company or other involved parties in connection with a workers' compensation, unemployment compensation, disability or any other claim, will result in denial of benefits and civil and/or criminal prosecution, as well as discipline.

### **C. Extension of Health and Life Insurance Coverage (COBRA)**

Employees and their dependents covered under the Company's group insurance benefit plans may be eligible to elect to continue their coverage upon certain "qualifying events," such as a reduction in hours resulting in ineligibility for benefits, termination of employment (except for serious misconduct) or dissolution of marriage. Employees who are covered under group insurance programs must notify the Human Resources Representatives, within certain timeframes, of changes in status which could result in a change in eligibility for benefits. The Human Resources Representative, after such notice, will provide information on the employee's or the dependent's right to continuation of coverage and the cost of such coverage. Eligible employees must apply and timely pay premiums to obtain and continue COBRA coverage. If you have any questions about continuation of coverage, please contact the Human Resources Representatives.

## **D. Education Benefits**

The technological pace of our times makes continuing education a matter of growing importance to the company and to the individual employee. Therefore, Clow offers educational assistance in the areas of Company Required Training, a Tuition Reimbursement Program and an Apprenticeship Program. Additional job-related education contributes to greater effectiveness on the job and is valuable in preparing for advancement. To encourage employee growth and development within the company, Clow provides partial or full reimbursement of tuition costs of required or requested and approved training courses.

## **E. Company Required Training**

The Company or your immediate supervisor may require you to attend job-related courses or training programs. If you agree to attend, Clow will pay the full amount for the cost of books, materials, and credit costs. Mileage may also be paid at the decision of the company.

## **F. Tuition Reimbursement Program**

### **1. Employee Eligibility:**

All full-time employees are eligible after they have completed one year of continuous service. (Full time is 30 or more hours per week.)

### **2. Coursework Eligibility:**

The course must be beneficial to both the Company and the employee in terms of increased knowledge, abilities and skills. Courses for personal enrichment do not qualify. Examples of courses that are deemed of benefit to Clow may include:

- a. Courses that relate directly to maintaining or improving an employee's ability to perform the job of their current position.
- b. Courses that may be applied to a specific career development plan and/or to a specific position to which an employee may reasonably be promoted.
- c. Continuing education courses directly related to an employee's current trade, professional license or certification.
- d. Courses mandated by law or regulation in order for the employee to retain their position.

### **3. School Eligibility:**

- a. A course or program may be taken at any reputable trade or technical school that offers specialized training or educational courses.

### **4. Work Schedule limitations:**

- a. A course taken under the tuition reimbursement program may not be attended during the employee's normal scheduled working hours,

unless the course is only offered during scheduled working hours, and then, only if it does not interfere with the employee's ability to perform their job. Employees and their supervisors must arrange for make-up time so that employees work their scheduled work week. No legal or contractual obligations for overtime can be incurred while employees are enrolled in the Tuition Reimbursement Program.

- b. Employees should not take on a course load that will cause job performance to suffer.

5. Approvals and other Considerations:

Prior to the commencement of any course(s), the employee must seek advanced authorization from his/her supervisor and from the Appointing Authority. Members of the Appointing Authority will consist of the Director of Human Resources and varying support staff as appropriate to each request. Final review and approval is with the President. Once approval has been granted, it may not be rescinded except in case of emergency.

Supervisory Approvals: If there hasn't been a clear understanding of the employee's career development plans and goals during the performance appraisal process, a discussion should be held at this time. Decisions regarding release time should be made at this meeting. Supervisory approval is required to show that eligibility has been met. Any employees who experience difficulty with a supervisor supporting what is perceived to be a legitimate development plan and tuition reimbursement request should contact the Director of HR for further review.

6. Procedure to Participate:

- a. Submit a completed Tuition Reimbursement Program Approval form (available in the Human Resources dept.) to the Director of Human Resources prior to enrolling in a course of study.
- b. Upon receiving written confirmation of reimbursement approval, register for enrollment and complete classes.
- c. Within 30 days of completion of the course, the following documents must be submitted to the Director of Human Resources:
  - 1. Copy of the course syllabus for each class.
  - 2. Copy of the final grade for each class.
  - 3. Submit all bills or copy of payment receipt for all covered charges.

Evidence of Completion: Employees must provide the Director of Human Resources with evidence of satisfactory course completion. Such evidence may be an official grade card or transcript from the institution. If that is not possible, written confirmation of course completion from the instructor or institution will be accepted. Reimbursement /Payment of eligible expenses will then be authorized.

## 7. Tuition and Fee Provisions:

### Reimbursable:

- If the course(s) are taken and completed with a final grade of “C” or equivalent, or higher.
- If the maximum tuition reimbursement rate for any course(s) of study does not exceed \$500.00 per calendar year.
- If eligible employees are laid off, their hours are reduced, or they go on a disability leave of absence, any approved course(s) in progress will be reimbursed, provided the course is completed with a final grade of “C” or equivalent, or higher.
- If receiving duplicate or comparable fees from another institution or agency, grant, scholarship, Veterans’ Education Benefit, or other financial aid. The Clow program may supplement aid received from these other sources.

### Not Reimbursable:

- If the employee voluntarily terminates employment, or is terminated for violating Company work rules, prior to course completion, or
- If the employee has not received advance approval prior to class enrollment, or
- For itemized fees such as; application/pre-admission registration, transcript, test preparation, admission testing, book cost, travel cost (i.e., transportation, housing, meal, etc.), parking, equipment/tool costs, tutoring, and other similar fees.

Note: Tuition refund payments may be taxable and subject to withholding. The determination will be made at the time of final payment based on current tax law. Withholding taxes include Social Security, Federal and State taxes as applicable.

## **G. Internship Program**

Students will begin employment at a mutually agreed upon hourly rate of pay and work schedule to enable continued school attendance. A student may not begin an internship at Clow until they complete the Safety Training and submit appropriate hiring/citizenship documentation.

At the end of the internship program, Clow will make a decision regarding the offer of permanent employment.

## **H. Electronic Notification**

### **(Summary Plan Descriptions, Annual Reports and Materials, Modification Summaries and Medical and Health Notices)**

ERISA requires that a Summary Plan Description be accurate and comprehensive. The purpose of the Summary Plan Description is to summarize the contents of a welfare benefit plan and to inform the participants of their rights and obligations under the plan.

Please be advised that the Summary Plan Descriptions, Annual Reports, Material Modification Summaries and Medical and Health Notifications, or any other required notifications will be mailed to employees. They may also be found online at [www.clowmetalworks.com](http://www.clowmetalworks.com).

### **I. Employee Assistance Program**

Clow's Employee Assistance Program is a confidential counseling and referral service provided for any employee who wishes help with a personal or work problem. Periodically, employees have a personal problem which is not easily resolved, and it affects job performance, personal health and personal development. Clow extends confidential counseling/referral to its employees for any personal problem including behavior, chemical dependency, emotional, family, financial, legal, etc. Your health and well-being are important to Clow.

### **J. Founders Fitness Health Club**

Clow sponsors a Fitness Program. Exercise equipment and information are provided in the Health and Wellness Building located next door to Clow.

Membership fees are nominal. Contact the Human Resources Department for additional information or for membership sign up.

### **K. Purchases**

Job related items purchased through Clow (shoes from the shoe truck, tools, Company logo T-shirts, etc.) may be paid for through payroll deduction with a maximum of four pay periods of deductions. Sales tax, if applicable, will be added to the purchase, but not a delivery charge. There is a minimum deduction of \$10.00 per pay period.

Non-job-related items purchased through Clow must be requested through your supervisor and paid for by check or money order in one payment. You must pay tax and a delivery/handling charge of 10% up to a \$30.00 maximum. Employees should not receive the ordered item until payment has been completed and no items are to be removed from Clow property until payment is made.

## ADDENDUM A – MINNESOTA PREGNANCY ACCOMMODATIONS



### **Nursing Mothers, Lactating Employees, and Pregnancy Accommodations employee notice**

Minnesota’s Nursing Mothers, Lactating Employees, and Pregnancy Accommodations law (Minnesota Statutes § 181.939) gives pregnant and lactating employees certain legal rights.

Pregnant employees have the right to request and receive reasonable accommodations, which may include, but are not limited to, more frequent or longer breaks, seating, limits to heavy lifting, temporary transfer to another position, temporary leave of absence or modification in work schedule or tasks. An employer cannot require an employee to take a leave or accept an accommodation.

Lactating employees have the right to reasonable paid break times to express milk at work unless they are expressing milk during a break that is not usually paid, such as a meal break. Employers should provide a clean, private and secure room that is not a bathroom near the work area that includes access to an electrical outlet for employees to express milk.

It is against the law for an employer to retaliate, or to take negative action, against a pregnant or lactating employee for exercising their rights under this law.

Employees who believe their rights have been violated under this law can contact the Minnesota Department of Labor and Industry’s Labor Standards Division at [dli.laborstandards@state.mn.us](mailto:dli.laborstandards@state.mn.us) or 651-284-5075 for help. Employees also have the right to file a civil lawsuit for relief. For more information about this law, visit [dli.mn.gov/newparents](http://dli.mn.gov/newparents).

## ADDENDUM B – MINNESOTA EARNED SICK AND SAFE TIME



### **Earned sick and safe time employee notice**

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. Employees must accrue at least one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year. A year for purposes of the employee's earned sick and safe time accrual is (a) the paycheck effective January 17, 2025 or (b) the employee's commencement of employment in the amount of one (1) hour for every thirty (30) hours worked up to a maximum of forty-eight (48) hours during an employee's anniversary year. Clow employees accrue one hour of earned sick and safe time up to a maximum of 48 hours in a year.

At the end of each pay period, employers must provide employees with the number of earned sick and safe time hours used by the employee during the pay period and available for future use. Earned sick and safe time must be paid at the same base rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.
- making funeral arrangements, attending a funeral service or memorial or addressing financial or legal matters that arise after the death of a family member.

### **Notifying employer, documentation**

An employer can require their employees to provide up to seven days of advance notice, when possible (for example, when an employee has a medical appointment scheduled in advance), before using sick and safe time. An employer can also require their employees to provide certain documentation regarding the reason for their use of earned sick and safe time if they use it for more than three consecutive scheduled workdays.

If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, inform your manager by phone or e-mail as far in advance as possible, but at least days in advance. In situations where an employee cannot provide advance notice, the employee should contact their manager by phone or e-mail as soon as they know they will be unable to work.



# Earned sick and safe time (ESST)

**Effective: Jan. 1, 2024**

## What is ESST?

ESST is paid leave employers must provide to employees in Minnesota that can be used for certain reasons, including when an employee is sick, to care for a sick family member or to seek assistance if an employee or their family member has experienced domestic abuse, sexual assault or stalking.

ESST must be paid at the same base rate an employee earns when they are working.

## Who is eligible for ESST?

An employee is eligible for ESST if they:

- are anticipated to work at least 80 hours in a year for an employer in Minnesota; and
- are not an independent contractor.

Part-time, seasonal and temporary employees are eligible for ESST.

## How do you accrue and use ESST?

- Employees accrue at least one hour of ESST for every 30 hours worked, unless an employer front loads ESST hours as allowed by law.
- ESST begins accruing on the first day of work and employees are allowed to use ESST as it accrues.
- Employers must allow an employee to accrue at least 48 hours of ESST every year and to roll over unused ESST to the next year up to a maximum accrual of at least 80 ESST hours.
- Employers can require documentation from employees when ESST is used for more than three consecutive scheduled workdays.

## What can you use ESST for?

ESST can be used for reasons that include:

- the mental or physical illness, treatment or preventive care of an employee or their family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- making funeral arrangements, attending a funeral service or memorial or addressing financial or legal matters that arise after the death of a family member.

## Retaliation is against the law.

An employer may not retaliate, or take negative action, against an employee for asserting their legal rights under the ESST law.



### Sick time

For mental or physical illness, treatment or preventive care



### Safe time

To address domestic abuse, sexual assault or stalking

## ADDENDUM D - FMLA

# Your Employee Rights Under the Family and Medical Leave Act

## What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

## Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

## How do I request FMLA leave?

Generally, **to request FMLA leave you must:**

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

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

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

## What does my employer need to do?

If you are eligible for FMLA leave, your **employer must:**

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing:**

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

## Where can I find more information?

Call **1-866-487-9243** or visit [dol.gov/fmla](http://dol.gov/fmla) to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR



WH1420 REV 04/23

# RECEIPT/ACKNOWLEDGMENT FORM – COPY A

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ADDENDUM B – MN ESST

ADDENDUM C – ESST

ADDENDUM D - FMLA

This will acknowledge that I have received a copy of the Company’s Employee Handbook, which includes all the policies listed above. Further, I acknowledge that I have read and understand the Employee Handbook and I understand and agree to follow the policies and rules as specified therein. I understand that I am responsible for reviewing and understanding any future changes, additions, or deletions to this Handbook. I understand that the Employee Handbook does not alter the at-will nature of my employment nor create a contract or a guarantee that my employment will continue for a specified period of time or end only under certain conditions.

DATE: \_\_\_\_\_

EMPLOYEE SIGNATURE

EMPLOYEE NUMBER

EMPLOYEE NAME (PRINTED OR TYPED)

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DATE: \_\_\_\_\_

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
EMPLOYEE NUMBER

\_\_\_\_\_  
EMPLOYEE NAME (PRINTED OR TYPED)