

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

Date Filed

INSTRUCTIONS:

Amended - 18-CA-165808

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Menards		b. Tel. No. 715-876-5911
		c. Cell No.
		f. Fax No. 715-876-2866
d. Address (Street, city, state, and ZIP code) 4777 Menard Drive Eau Claire, WI 54703	e. Employer Representative John Menard, Jr. CEO	g. e-Mail
		h. Number of workers employed 45,000
i. Type of Establishment (factory, mine, wholesaler, etc.) Chain Store	j. Identify principal product or service Home Improvement	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 3 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

See Attached

3. Full name of party filing charge (if labor organization, give full name, including local name and number)


Office & Professional Employees International Union, Local 153

4a. Address (Street and number, city, state, and ZIP code) 265 West 14th Street New York, NY 10011	4b. Tel. No. 646-460-1309
	4c. Cell No.
	4d. Fax No. 212-463-9479
	4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) **Office & Professional Employees International Union**

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By  **Seth Goldstein, Business Representative**
(signature of representative or person making charge) (Print/type name and title or office, if any)

Tel. No. **646-460-1309**

Office, if any, Cell No.

Fax No. **Same As Above**

e-Mail

12/14/15

(date)

Address

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Statement of Unfair Labor Charges

1. Menards is an Employer covered under the National Labor Relations Act (hereinafter “The Act”).
2. Menards maintains an unlawful and overbroad written employment agreement that interferes with non-union employees’ right to engage in concerted activities protected under the Act.
3. Menards maintains a Team Member Information Booklet (hereinafter “Handbook”) that is distributed, and employees are required to review the policies and procedures, and sign an acknowledgement of receipt for the handbook (see attached Handbook). The following provisions of Menards handbook are overbroad and interfere with, restrain, or coerce in the exercise of rights in Section 7 of the Act as follows:

A. Solicitation and Distribution of Literature (Page 11)

“Team members are prohibited from soliciting other Team Members or guests for any other purpose including, but not limited to, memberships, subscriptions, pools, gifts and charities in work areas at any time.”

B. General Regulations (Page 12)

- a. Unsatisfactory work habits or performance, including irresponsibility or negligence.
- b. Interfering with an orderly workflow.
- c. Fighting, threats, intimidation, harassment or physical abuse of guests or Team members.
- d. Revealing confidential Company information.
- e. Engaging in solicitation or distribution while performing work duties or while other Team Members are in work areas.
- f. Unauthorized use of company property or services including telephones and mail services.
- g. Theft, attempted theft, misuse or unauthorized removal from premises of any company, Team Member or guest property.
- h. Unauthorized use of company-owned computers for any reason other than company business.

C. **Non-Fraternization** (Page 14)

“It is important to maintain a level of professionalism, confidentiality, and trust. Personal relationships between managers and subordinates are prohibited as these relationships, intentionally or not, impact professionalism and trust. This does not mean Team Members shouldn’t be personable and friendly with their managers and subordinates, but means that everyone should use professional Judgement. Fraternization between Team Members and vendors servicing Menards or any other contracted services by Menards is considered a conflict of interest, and is, therefore prohibited.

“Questionable behavior will be subject to investigation and disciplinary action, which may include, without limitation, suspension, or immediate termination. Any Team Member who finds him or herself in a questionable situation should bring the problem immediately to his or her Manager’s attention. Voluntary reporting will be taken into consideration when determining a resolution.”

D. **Conflict of Interest** (Page 15)

“Menards expects however, that each individual will protect company information and avoid undue outside influence upon decisions or actions related to their work.”

“In all business association both inside and outside Menards, the Individual Team Member should not permit themselves to be placed in a dual interest position or conflict between self-interest and integrity.

“It is your responsibility as a Team Member to review any activities that you feel might result in a conflict of interest. Your manager, in turn, will review the case with the appropriate people and provide you with a decision.”

E. **Statement on Labor Relations**

“Menards is non-union, and believes there is an advantage in remaining non-union. By remaining non-union, employees will be reassured that they do not have to turn over a portion of their paycheck to a union each month to be given fair treatment. Menards believes its Team Members are best served by its ability to directly communicate with them. Menards further believes problems can best be solved by direct communication rather than through an outsider. For over 40 years, Menards has successfully relied upon dialogue among its team members-both managers and non-managers. The results of open and honest lines of communication, without the involvement of a third party, have been successful. It is Menards intention to build on that 50 years of open communication and continue to provide the best possible working environment for our team member. Menards will make every moral and legal effort to maintain good Team Member Relations.”

F. **Termination of Employment** (Page 16)

“All Menard, Inc., Team Members are “at will” employees, which mean that each can terminate the employment relationship at any time, for any reason or no reason. Menard, Inc., reserves the same right. The Company will not, and the Team Members should not interpret any verbal or written statements, including those in this booklet, or other policies, practices, or procedures as altering “at will” status providing express or implied contractual obligation.”

“As business demands change, or there’s a change in the law, the policies and procedures may change too (with the exception of the policy of at-will employment).”

G. **Menards Values** (Page 18)

Team Player

- Help each other be right, not wrong-be positive.
- Promote constructive conflict and debate without antagonism.
- Support team decisions and Menards as a whole.

Courtesy

- Does not use profane or vulgar language.
- Is courteous and respectful to members of the opposite sex
- Is courteous and respectful to members of other races and creeds.

H. **Team Member Acknowledgement** (Page 18)

“I also understand that my employment is not for a definite period of time and that nothing in this booklet in any way creates an express or implied contract of employment or warranty of any benefit. I also agree that either Menard, Inc. or I can terminate my employment-at-will at any time with or without cause or notice.”

STATE OF WISCONSIN
DEPARTMENT OF WORKFORCE DEVELOPMENT
EQUAL RIGHTS DIVISION

MATTHEW AESCHLIMANN,

ERD Case No.: LS201501918

Complainant,

v.

MENARD, INC.,

Respondent,

RESPONSE

Respondent Menard, Inc. ("Respondent"), by and through its attorney, William Kelly, hereby provides the Respondent's response to the Labor Standards Complaint ("the Complaint") filed with the Wisconsin Equal Rights Division by Matthew Aeschlimann ("Claimant").

CLAIMANT IS NOT OWED ANY WAGES

Claimant alleges that six thousand seven hundred and sixty-three dollars (\$6,763.00) is owed as an unpaid bonus pursuant to Respondent's "Instant Profit Sharing" program ("IPS"). Respondent denies that any wages are currently being illegally withheld in violation of the Wisconsin Wage Payments, Claims and Collections Act. Wis. Stat. §109.01 *et seq.*

Wis. Stat. 109.01(3) states that "wages" are defined as:

remuneration payable to an employee for personal services, including salaries, commissions, holiday and vacation pay, overtime pay, severance pay or dismissal pay, supplemental unemployment benefit plan payments when required under a binding collective bargaining agreement, bonuses and any other similar advantages agreed upon between the employer and the employee or provided by the employer to the employees as an established policy.

To be eligible for an IPS bonus, an employee must work 1,000 hours in the current W-2 year, be paid for hours actually worked on or after December 15 of the W-2 year, and the work

unit must achieve the profit requirements of the IPS program (Exhibits A and B, p. 5). Claimant's last day employed by Respondent was August 9, 2015, and he did not work any hours on or after December 15 of the 2015 W-2 year. Further, profit for Claimant's unit for the 2015 W-2 year will not be determined until 2016. Since the bonus provided by the employer pursuant to its established policy clearly identifies the requirements for the bonus to be earned, and Claimant clearly did not fulfill the requirements, no bonus was earned by Claimant. In *Compton v. Shopko Stores, Inc.*, 93 Wis.2d 613; 287 N.W.2d 720 (1980), the Plaintiff was discharged from his employer, Defendant, for good cause prior to the end of the fiscal year. Plaintiff had a clause in his contract, paying for a bonus to be paid if he remained employed at the end of the fiscal year. Defendant did not pay any bonus to Plaintiff, citing this clause in the contract, and the Wisconsin Supreme Court agreed with Defendant. Similarly, Claimant was required to have actually worked hours on or after December 15 in order to be eligible for the IPS program, and he did not do that. Thus Respondent is not obligated to pay the 2015 IPS bonus to Claimant.

CLAIMANT HAS NOT BEEN REFUSED ACCESS TO HIS PERSONNEL FILE

On September 13, 2015, Claimant requested a copy of his personnel file (Exhibit C). After this request was made, a letter was sent out from Respondent's Payroll Department, informing Claimant that, upon payment of a reasonable fee for a copy of his personnel file, as authorized by Wis. Stat. §103.13(7), his personnel file would be mailed to him (Exhibit D). No response was ever received from Claimant, so Respondent assumed that he was no longer interested in obtaining a copy of his personnel file.

Respondent admits that the amount requested by its Payroll Department was incorrect, as no amount for shipping and handling can be charged in Wisconsin, per Wis. Stat. §103.13(7), but that, had Claimant pointed this out, this mistake could have been corrected, and he could have

been quoted the correct price. Regardless, to this date, no payment has been submitted by Claimant, so Respondent has not sent a personnel file to Claimant. If and when proper payment is received from Claimant, his personnel file will be promptly shipped to him.

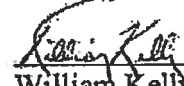
Due to all of the above, Respondent respectfully requests that the wage claim be dismissed.

Dated: 11/13/15

Respectfully submitted,

MENARD, INC.

By:



William Kelly
Store Counsel
5101 Menard Drive
Eau Claire, WI 54703
Phone: (715) 876-2167
Fax: (715) 876-5963

Grow With
MENARDS®

Team Member Information Booklet



Issued to: _____

Team Member Number: _____

Date Issued: _____

LS201501918
EXHIBIT
(15 pages)
B

Where people make the difference

This brochure is a unilateral statement by Menard, Inc. of company policies and procedures and does not and is not intended to create any express or implied contractual obligations. The contents are designed and should be used solely for informational purposes. Menard, Inc. reserves the right to modify or suspend these policies and procedures, at its sole discretion, with or without notice.

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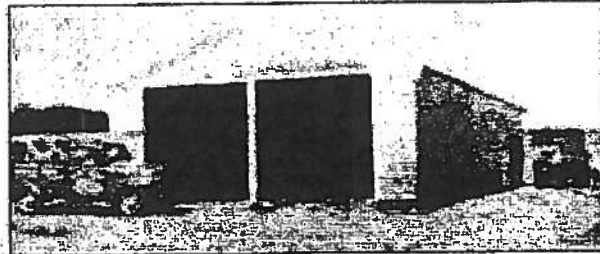
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Company History

Menards started from an idea. Early in 1958, there was an obvious need for economical agricultural buildings. The farm industry was being revolutionized by more mechanized and convenient dairy systems, which created a demand for low-cost housing of stock and machinery.

As a means to finance his education, John Menard, Jr., the founder of the company, decided to make his dream a reality. Picking up some building knowledge in the summer of 1958, John worked days on his first pole buildings and nights at a local movie theater while contracting other buildings to keep his crew working.

By the summer of 1959, several buildings had been erected in the Eau Claire area and the Menard name was gaining a reputation. This early success prompted the purchase of the first major piece of equipment: a 1946 Chevrolet truck. This truck and an old Ford tractor were the only pieces of equipment used throughout 1959.



Due to the increasing demand for Menard pole buildings, it became necessary to purchase more equipment and put on additional crews. Advertising literature was circulated throughout the state. The demand grew to such proportions that when John graduated from college and could devote all of his time to the business, Menards was formed with John Menard, Jr. as president and major stockholder. It was at this time that the first land was purchased and a small office and shop were erected on the Eau Claire site.

Prospective pole building customers often inquired about purchasing lumber and building materials. Realizing the consumer need for a building materials outlet, Menards began to sell materials to the public on a cash-and-carry basis. This was the very beginning of Menard Cashway Lumber.

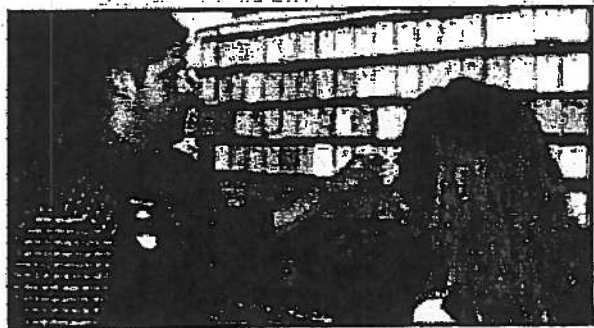


In 1969, the Manufacturing and Warehousing functions were added to the company, beginning with the Truss Plant. Since then, more plants have been added for treated lumber, prehung doors, board, steel, nail packaging, concrete, and extrusion.

ended nearly three and a half decades of pole barn construction and paved the way for even greater expansion in retail home improvement centers.

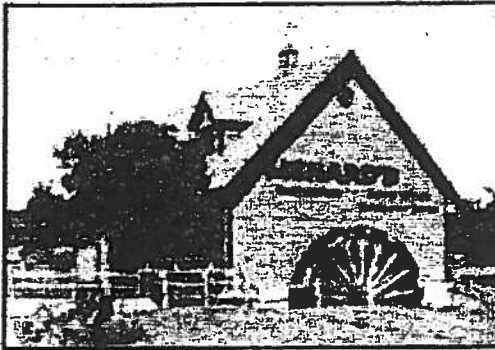
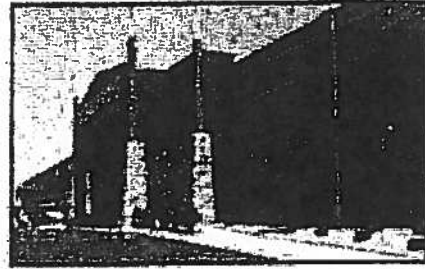
Today, Menards is recognized as the retail home center leader of the Midwest with stores in thirteen states.

The giant Distribution Center located in Eau Claire served all the stores until 1998, when a second Distribution Center opened in Plano, IL. We have now added facilities in Holiday City, OH and Shelby, IA as well. These facilities have enabled the company to develop into one of the largest retail organizations in the industry.



Stores

Menards stores are located in several states throughout the Midwest – Wisconsin, Minnesota, Iowa, Illinois, Ohio, North and South Dakota, Indiana, Michigan, Nebraska, Missouri, and Wyoming with ongoing expansion into other areas such as Kansas. The distribution, retail, and administrative areas offer a wide variety of work opportunities for Team Members.



General Office

The General Office, located in Eau Claire, Wisconsin, serves as the hub of company activity and provides many services for the company including: Accounting, Purchasing, Properties and Facilities Management, Legal Counsel, Fleet Division, Marketing Services, Guest Services, Wood Recycling, Computer Support, Training, and a restaurant, The Peppermill.

Team Member Job Classifications

Part-Time Team Member: This classification applies to Team Members whose positions do not allow year-round

scheduling of 40 hours per week on a regular basis. The classification also applies to Team Members whose positions are temporary in nature, or whose schedule must be altered or planned around school or other interests. It is possible, for instance, for a Team Member who is a student to work frequent schedules of 40 hours per week during the summer vacation period, but to be classified as part-time based on a year-round view of the job.

Casual Part-Time Team Member: This classification applies to Team Members whose position requires a Part-Time, "fixed" schedule. Casual Part-time Team Members are not required to work holidays unless it is on a volunteer basis.

Full-Time Team Member: This classification applies to Team Members whose positions normally require year-round scheduling of 40 hours per week on a regular basis and who are available to work the hours dictated by the position's daily schedule requirements.

These classifications are basic guidelines used in determining such elements as eligibility for the various benefits programs and should not be construed to represent an employment contract.



Instant Profit Sharing

The Instant Profit Sharing (I.P.S.) plan is a way to encourage Menards Team Members to contribute to the profitability of their company unit. It may provide an annual lump-sum payment, which, if made, recipients can use for any purpose they elect, from paying for a special vacation to investing toward retirement income.

Each Menards Team Member, part-time or full-time, is eligible to participate in I.P.S. if:

1. He/she achieves 1,000 hours paid during the W-2 year;

AND

2. He/she is paid for hours actually worked on or after December 15th of the W-2 year;

AND

3. His/her work unit achieves the profit requirements for I.P.S.

Team Members who meet the plan requirements may receive an Instant Profit Sharing check in February/March following the profit year. The amount is based on this formula, which may grow with the Team Member's annual length of service:

Years of Eligibility w/1,000 hrs. or more	Maximum % of "IPS Earnings"
1 year	2.5%
2 years	5.0%
3 years	7.5%
4 years	10.0%
5 years	12.5%
6 years	15.0%

***W-2 earnings plus 401(k) deferrals, if applicable, equal "I.P.S. Earnings."**

NOTICE AND DISCLAIMER: The Menards Instant Profit Sharing plan is a discretionary program. Menards reserves the right to amend or cancel the Instant Profit Sharing program in whole or in part at any time without notice in its sole discretion. Menards also reserves the right to reduce, modify, or withhold awards based on such factors as regulatory events, changes in business conditions, individual performance or any other reason.

Menard also reserves the right to decide all questions and issues arising under the Instant Profit Sharing program and its decisions are final.

The Instant Profit Sharing program is a statement of Menard's intentions and does not constitute a guarantee that any particular amount of compensation will be paid. It does not create a contractual relationship or any contractually enforceable rights between Menard and the employee.

See your personal copy of the Instant Profit Sharing Booklet for complete information on this outstanding program.

Paid Holidays

Team Members who have completed 12 months of continuous full-time service prior to a holiday are eligible for Paid Holidays. Part-time Team Members are not eligible. The Paid Holidays are: New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day and Christmas Day.

An unscheduled absence the day before, after, or on the holiday will result in an automatic forfeiture of holiday pay, unless a doctor's written excuse is provided to your unit manager. Instructions are issued to unit managers before each holiday to assure proper calculation of eligibility.

Full-time Team Members who have met both length of service and scheduling requirements are eligible to receive eight (8) hours of holiday pay at their regular hourly rate. In addition to holiday pay, Team Members who are required to work on the holiday will be paid for their actual hours worked. If the holiday falls on a weekday, the Team Member is also eligible for an additional \$2.50 per hour premium pay.

Holiday Bonus

In appreciation of your hard work each year, all full-time and part-time Menards Team Members who are on the active payroll as of November 10 can look forward to receiving a special Holiday Bonus. A gift certificate will be issued to you, redeemable for merchandise at any Menards store.

If, as of November 10, you have worked for under:	Your Gift Certificate will be:
6 months	\$11.00
1 year	\$33.00
2 years	\$55.00
3 years	\$77.00
4 years	\$99.00
5 years	\$121.00
6 years	\$143.00
7 years	\$165.00
8 years	\$187.00
9 years	\$209.00
10 years +	\$231.00

Paid Vacations

Full time Team Members earn vacation pay as of December 1st each year and are able to begin using it during the first full week of December through the following 52 weeks. The number of vacation days granted is based upon the number of weeks working 32 hours or more as a full-time Team Member.

Qualifying Vacation Earning Weeks	Vacation Days Earned
1 to 10	0
11 to 19	1
20 to 28	2
29 to 39	3
40 to 51	4
52 to 155	5
156 to 259	10
260 to 519	15
520 and greater	20



Leave of absences reduce the number of weeks worked thereby affecting the amount of vacation granted the December 1 following the return from leave. Part-time work is not counted when determining the number of vacation days granted.

Before December 1 of each year, Vacation Request forms are issued to all Team Members detailing the vacation rules and periods during which vacations may be taken. Team Members should review these rules carefully, consulting their managers with any questions they may have. Policy #60 offers a detailed

and definitive description of the Vacation Policy.

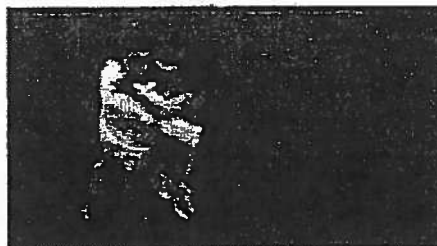
401(k) - Plan for Your Retirement

Menards has elected to sponsor a voluntary 401(k) plan, which will provide each eligible Team Member the opportunity to save tax-deferred earnings and join other Americans in planning for their retirement.

To participate, eligible Team Members must have one year of employment with a minimum of 1,000 hours and be at least 21 years of age. The trust company will mail Team Members a packet with detailed information when eligibility requirements have been met.

The 401(k) plan allows the Team Member to contribute money on a regular basis through tax-deferred payroll deductions, which is then sent to an investment company. Deferrals may begin on the first day of the third month after eligibility requirements are met. Earnings on the investments pile up tax-free until the Team Member retires and begins drawing on the account. The plan allows eligible Team Members to invest up to 50% of their gross income, not to exceed the IRS cap.

A trust company assumes the responsibility of investment procedures, investment results, record keeping, annual reporting, ongoing investment education and subsequent disbursements. The trust company offers several investment funds, which range from very safe and conservative to moderately aggressive.



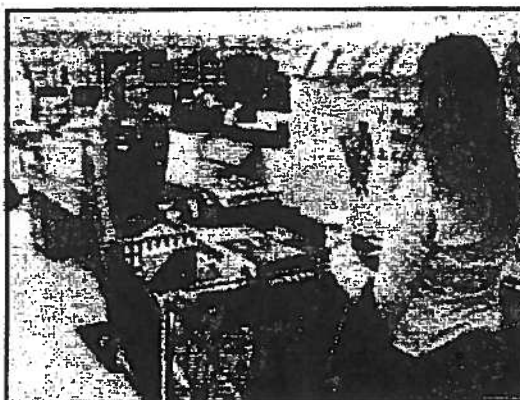
Team Member 10% Discount

A premier benefit that all Menards Team Members enjoy is the 10% discount on any product, service and/or gift card* purchased from any Menards location. Team Members' purchases must be made on their own time (i.e. before or after their shift or during their break).

The amount available for discount is limited to a percentage of the Team Member's gross earnings. The Team Member's purchase limit will change each week and will be valid from Friday through the following Thursday. On each Friday, a new purchase limit will be established based upon the paycheck received.

Team Members' spouses may share the discount privilege at the option of the Team Member. A request for discount privileges for spouse form must be completed to be eligible. Forms are available from your unit manager.

**Resale, for profit, of any product, service and/or gift card purchased under this 10% discount privilege is not permitted. Refer to the "Conflict of Interest" section on page 15.*



Saturday/Sunday Bonus Pay

While Saturday and Sunday may be days of rest for many people, they are the two busiest days of the week in many of our stores. Our store Team Members are busy taking care of our shoppers, while the Distribution Center and Midwest Manufacturing Team Members are busy taking care of our stores.

As an incentive and appreciation to our Team Members for working Saturdays and Sundays, all Team Members who are paid hourly will earn an additional \$2.50 per hour over their regular hourly rate for each hour worked on weekends!

Jury Duty Pay

After completing 3 months of continuous employment, Team Members are eligible to receive payment for hours absent because of Jury Duty. The Clerk of Court should supply the Team Member with evidence of time served on Jury Duty, which must be submitted with the request for payment of wages. In addition, Team Members may retain any pay they receive from the court.

If a reasonable amount of time exists before and/or after the Jury Duty, it is expected that the Team Member should report to work for such time.

Group Insurance Plans

The Menards Group Insurance plans are provided through highly recognized and accepted health insurance companies. Team Members become eligible to enroll in these plans on the first day of the calendar month, following a 180-day waiting period. Unless they experience what is considered a qualifying event according to federal guidelines, those who decline coverage during their first 180 days must wait until the annual enrollment period. During annual enrollment, the General Office Payroll Dept. must receive the enrollment forms by November 20th. Premiums are payroll deducted one month prior to the effective date of coverage. Team Members will automatically be enrolled so that their premiums are taken out of their pay checks on a pre-tax basis. Once a year Team Members may elect to have their portion of their premiums deducted from their paychecks on a post-tax basis if they chose to do so.

Medical/Life/Disability

A medical plan is available for all full-time and part-time Team Members. Full-time Team Members are eligible for a 50% premium contribution by Menards and the remaining 50% is paid by the Team Member. While eligible for the insurance at the group rates, part-time Team Members pay the full premium. Several optional plans are available to full-time Team Members with different deductibles and co-pays, while part-time Team Members have one plan option. Team Members may choose the plan that best suits their individual or family needs.

This plan also provides \$10,000 of group term life insurance for the policy holder. There is also a short term disability benefit of \$50 weekly for a disability caused by an accident. The life and short term disability benefits are for the Team Member only.

Dental

A dental plan providing basic dental care is available to all Menards Team Members. Full-time Team Members are eligible for a 50% premium contribution by Menards for themselves, their spouse, and one child. Coverage for additional dependents is also available. Part-time Team Members are eligible for the same coverage while paying the full premium for themselves and dependents.

Team Members may choose to enroll in one or both of these plans. Information explaining the coverage in detail is issued to plan members upon enrollment.

Leave of Absence

Team Members with one year or more of continuous service are eligible to request a Personal Leave or Family Medical Leave. For Team Members employed less than 12 months Parenting Leaves, Special Winter Leaves and Military Leaves are also available. Unpaid absences of up to two weeks (14 days) are not considered a Leave of Absence and may be granted at the discretion of the Team Member's Unit Manager.

All Leave of Absence requests must be made to the Unit Manager in writing. Additional information may also be required.

Policy/Procedure 61 contains detailed explanations of the Leave of Absence policies. Team Members can also direct any questions about a Leave of Absence to their Unit Manager.

Family Medical Leave

The Family Medical Leave Act (FMLA) provides certain Team Members with up to 12 weeks of unpaid leave per year. The FMLA provides specific guarantees about benefit continuation while on Family/Medical Leave and re-employment rights upon return to work.

To be eligible for Family/Medical Leave, a Team Member must have worked for at least 12 months and have worked at least 1,250 hours during the 12 months prior to the start of the Family/Medical Leave.

Requests for up to 12 weeks of unpaid leave in a 12 month period will be granted for one or more of the following reasons: 1) to care for a Team Member's child after birth, adoption, or placement with the Team Member for foster care (within 12 months after birth or placement); 2) to care for a Team Member's spouse, son, daughter, or parent, who has a serious health condition, or 3) for a serious health condition that makes a Team Member unable to perform his or her job.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves 1) any period of incapacity or treatment connected with inpatient care and any period of incapacity or subsequent treatment in connect with such inpatient care; or 2) continuing treatment by a health care provider which includes any period of incapacity due to: a) a health condition lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition that also includes treatment two or more times by or under the supervision of a health care provider or one treatment by a health care provider with a continuing regime or treatment; b) pregnancy or prenatal care; c) a chronic serious health condition which continues over an extended period of time that requires periodic visits to a health care provider, and may involve occasional episodes of incapacity; a permanent or long-term condition for which treatment may not be effective; or d) any absence to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated.

A Team Member must use previously accrued vacation during the Family/Medical Leave. Any previously accrued vacation used as part of the leave will be paid. Using accrued vacation will not extend the length of allowable Family/Medical Leave.

To request a Family/Medical Leave, a Team Member must provide 30 days advanced notice when the leave is foreseeable and such notice is practicable. If the Team Member is taking the Family/Medical Leave because of a serious health condition, the request must be supported by the Certificate of Health Provider Form WH-380, completed by the Team Member's health care provider. A second or third medical opinion (at the Company's expense) may be necessary to verify the need for a Family/Medical Leave if requested by the Company. A Team Member's failure to provide medical certification from a Health Care Provider for a serious health condition within 15 days of informing the Team Member's Unit Manager of the need for a Family/Medical Leave will result in the Leave being cancelled.

If a Team Member is approved for a Family/Medical Leave, the Team Member's health coverage will be maintained during the Family/Medical Leave, provided the Team Member continues to make the 50% contribution. Failure to make timely payments may result in a lapse in the Team Member's coverage. If a Team Member chooses not to return from a Family/Medical Leave for a reason within the Team Member's control, the 50% premium contribution made by Menards during the Leave period must be reimbursed by the Team Member.

When the Team Member returns from Family/Medical Leave, he or she will be restored to his or her original position or an equivalent position with equivalent pay, benefits, and other employment terms. A Team Member cannot lose any employment benefits earned before the start of his or her Family/Medical Leave. A Team Member may be required to provide the Unit Manager with a fitness-for-duty certificate prior to returning to work.

For further information on a Team Member's rights and obligations under the FMLA, please refer to Policy/Procedure 61. Team Members should direct any questions to their Unit Manager.

Eligibility for Pay Increases

Team Members become eligible for merit pay increases based on their length of service and the pay scale established for their work unit, region and special skills, if required.

Pay increases are not automatic. Team Members are mailed Pay Rate Increase Merit Review Eligibility Notices at their home addresses approximately four weeks prior to the eligibility date of the pay increase. Team Members must present their Notice to their Department Supervisor and Unit Manager, and request an evaluation of their job performance, attendance record, skill level and work attitude. Pay increases will be approved when a Team Member meets expectations of the Department Manager and Unit Manager. Team Members may be asked to take a competency exam to demonstrate an acceptable skill level. Pay increases may be postponed when an acceptable skill level or satisfactory job performance has not been met.

Team Members are required to know their date of hire and when they become eligible for their next pay increase. Team Members who do not know their date of hire or their next pay increase eligibility date should contact their Unit Manager for this information.

It is the Team Member's responsibility to notify the General Office Payroll Department in writing of any address corrections or changes as shown on their weekly paychecks.

Pay Procedure

The pay period begins on Sunday and ends on Saturday. Hourly paid Team Members are required to record their hours worked by "punching" their unit's time clock. Procedures and rules will be explained to new Team Members by their Supervisor.

Team Members normally receive their paychecks on Fridays. Team Members should check with their supervisor to see if their work unit is on a weekly or bi-weekly pay schedule. An itemized statement of earnings and deductions is attached to each paycheck. Direct deposit is available to Team Members who elect to participate.

Promotion of Team Members

All Team Members are recruited, placed and offered job advancement opportunities without consideration of sex, age, race, color, creed, national origin, ancestry, sexual orientation, marital status, religion, disability or handicap. Menards promotes our Team Members based on their job knowledge, work ethic, management skills and willingness to relocate for promotion opportunities. We offer a variety of programs to help our Team Members prepare for advancement, including a Manager Trainee Training Program. It is the practice of Menards to promote Team



Members from within the company regardless of his or her educational background. We promote our Team Members through a "Steps to Success" Program, starting with Assistant Department Manager, moving to Department Manager, then on to Assistant General Manager up to General Manager. At any step along the way, opportunities are available in our Corporate Offices, manufacturing facilities and distribution centers.

Team Members interested in promotion should contact the Unit Manager. If the Team Member feels unsatisfied with the response, the Team Member should forward a written statement to the Operations Manager or Division General Manager. If those steps fail to bring a satisfactory conclusion, your written statement may be submitted to the company President.

Accidents/Injury

If a Team Member is injured during the course of work, the supervisor or unit manager should be notified immediately. All accidents and injuries should be reported, even though they may seem minor at the time.

Menards carries Worker's Compensation Insurance on all Team Members, protecting them with coverage for medical expenses and wages lost because of work-related injuries. The insurance coverage is administered in accordance with the individual laws of each state.

The best insurance is a careful Team Member!

Non-Harassment

It is the policy of Menards to provide a workplace free from harassment by Team Members, guests or vendors of Menards. It is the responsibility of every Team Member to cooperate in reaching this goal. Harassment is considered a serious act of misconduct and will subject a Team Member to disciplinary action, which may include, without limitation, suspension or immediate termination.

As used in this policy, the term harassment may include adverse statements, conduct or treatment relating to a person's sex, age, race, color, creed, national origin, ancestry, sexual orientation, marital status, religion, disability, handicap or in retaliation for making a complaint. Such harassment may include actions, statements or conditions which create an intimidating, hostile or offensive work environment, or which interfere with a Team Member's performance.

Team Members who feel they are being harassed in any manner should consider telling the offending party that they object to such conduct. If the Team Member is not comfortable confronting the offending party or if the offending party's unwelcome conduct continues, the harassment should be reported to Menards pursuant to the Team Member Relations section contained within this *Grow with Menards Team Member Information Booklet*.

Solicitation and Distribution of Literature

Persons who are not Menards Team Members are prohibited from making solicitations, or posting or distributing literature on company property at any time. Team Members are prohibited from soliciting other Team Members or guests for any purpose including, but not limited to, memberships, subscriptions, pools, gifts and charities in work areas at any time.

Bulletin Boards

Bulletin boards are located in all company units, generally near the time clocks. Important notices and items of interest are posted and should be viewed regularly by all Team Members in the unit. Posting any items to the bulletin boards requires the approval of the unit manager.

Team Member Newsletter

The company newsletter, Menards Memos®, is published to inform Team Members of important information, activities of each division and to help create a better understanding of company policies and procedures. Team Members are encouraged to submit articles of interest to their unit managers, to forward to the General Office. All articles are subject to review and editing as needed.

General Regulations

To provide and maintain a safe and orderly place to work, Menard, Inc. has established certain regulations including standards and procedures. Working together to maintain these regulations provides the basis for a relationship of mutual understanding and respect.

It is neither possible nor practical to publish every action, which represents a violation of work regulations. A common sense approach must be applied.

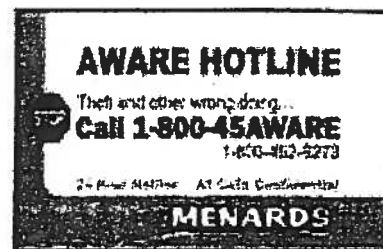
Violation of work regulations can result in various forms of disciplinary action including suspension and termination. In addition, it shall be the company's policy to press criminal charges where applicable in such cases as Team Member theft, embezzlement, possession of illegal substances or acts of violence.

The following is a partial list of actions which could result in disciplinary action:

1. Violating posted or unposted safety practices and policies.
2. Failure to properly report, or aid in the investigation of, an injury or accident at work.
3. Unsatisfactory work habits or performance, including irresponsibility or negligence.
4. Insubordination, including refusal to perform assigned tasks or work schedule.
5. Interfering with an orderly workflow.
6. Fighting, threats, intimidation, harassment or physical abuse of guests or Team Members. Use of obscenities or abusive language.
7. Punching another Team Member's time card, or otherwise falsifying a company document including, but not limited to, invoices, pre-employment questionnaires or surveys.
8. Engaging in or contributing to improper use of company influence or individual authority, such as through bribery or kickbacks.
9. Pleading guilty, no contest or being convicted of a crime if the act or conduct can be reasonably viewed as detrimental to the company's business, relationships, or image in the community.
10. Revealing confidential company information.
11. Engaging in solicitation or distribution while performing work duties or while other Team Members are in work areas.
12. Unauthorized use of company property or services including telephones and mail services.
13. Possession of weapons or explosives on company property regardless of whether or not the Team Member has a permit to carry weapons or explosives.
14. Possession, use of, or being under the influence of alcohol, illegal drugs during work time or on company premises.
15. Theft, attempted theft, misuse or unauthorized removal from premises of any company, Team Member or guest property.
16. Excessive tardiness or absence, unexcused absence or leaving work without proper permission.
17. Accepting lunches, gifts or gratuities from vendors or their representatives.
18. Selling or buying company merchandise or services at other than authorized prices.
19. Unauthorized use of Team Member discount privileges by Team Member or spouse.
20. Unauthorized use of company-owned computers for any reason other than company business.

Aware Hotline

You can stop theft and other wrongdoing that may be going on at your workplace. To help out, all you need to do is make a call: 1-800-45-AWARE. For more details, look for the AWARE Program poster by your time clock.



Equal Employment Opportunity (EEO) Policy

Menards is an equal opportunity employer committed to compliance with federal, state and local laws prohibiting employment discrimination. It is the policy of Menards to implement employment practices without consideration of sex, age, race, color, creed, national origin, ancestry, sexual orientation, marital status, religion, disability, handicap, alienage or citizenship. The Menards EEO Policy is a strong part of the company's commitment to recruit, hire and promote a talented and diverse workforce.

Discrimination, harassment and retaliation are considered serious acts of misconduct and will subject a Team Member to disciplinary action, which may include, without limitation, suspension or termination.

Menards will not tolerate retaliation against or harassment of any person for filing a harassment or discrimination complaint, expressing their legal rights, or seeking a reasonable accommodation for a disability or a religious observance, or cooperating with an investigation of such a complaint.

A Team Member may initiate a complaint pursuant to Menards' "Team Member Relations" Policy. If a Team Member wants to remain anonymous, he/she may initiate a complaint via the "AWARE Hotline" by calling 1-800-45AWARE. Team Members who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of the complaint procedure. For further information please refer to Policy/Procedure 31.

Americans with Disabilities Act

Title I of the Americans with Disabilities Act of 1990 (the "ADA") requires an employer to provide reasonable accommodation to qualified individuals with disabilities who are employees or applicants for employment, unless to do so would cause undue hardship.

Reasonable accommodation is available to qualified applicants and employees with disabilities. Reasonable accommodation removes workplace barriers for individuals with disabilities and enables the individual to perform the essential functions of the position, to have an equal opportunity to participate in the application process and to be considered for a job. A reasonable accommodation allows an employee with a disability an equal opportunity to enjoy the benefits and privileges of employment that employees without disabilities enjoy.

To request a reasonable accommodation under the ADA, an applicant or Team Member must complete a written request form (a copy is located in Policy/Procedure 19) and submit it to the Unit Manager for consideration. For further information on Team Members' rights and obligations under the ADA, please refer to Policy/Procedure 19.

Team Members should direct any problems or concerns they may encounter to Menards pursuant to the Team Member Relations section or Aware Hotline section.

Drug-Free Workplace

Menards is committed to providing a Drug-Free Workplace that will help to preserve the health and safety of its Team Members and guests. Menards Team Members deserve a workplace free from illegal drugs and the problems associated with their use. To meet this commitment, Menards has adopted a program of drug testing for anyone wanting to be employed by Menards and for all current Team Members.



Menards Drug-Free Workplace Policy prohibits the use of or presence of illegal drugs and/or alcohol (above certain levels) in your body while on Menards property or on Menards business. Our commitment to a Drug-Free Workplace involves pre-employment, post-accident, reasonable suspicion, post-rehabilitation, and random drug testing. If you currently need help with a drug or alcohol problem, please seek assistance before drug use or alcohol abuse leads to disciplinary action. If you have any questions, talk to your Unit Manager or contact the Drug Program Coordinator in the Operations Department.

Team Member Relations

Menards growth is exciting, bringing increasing opportunities for Team Member advancement and prosperity. While that growth is healthy, it makes it harder to keep a feeling of closeness in our relations because of our size. But even difficult problems can be solved quickly when Team Members are willing to present them for discussion.

A Team Member's immediate supervisor is the key to solving problems experienced within your work area. If a Team Member feels that a rule or policy that affects him/her isn't interpreted properly, or that he/she isn't treated fairly in some way at work, the Team Member's immediate supervisor becomes the first person with whom to discuss the problem.

If the supervisor doesn't resolve the problem, the unit manager is the next person to contact. At this point, a brief and clear written statement from the Team Member will help to keep the problem-solving efforts on track. If the Team Member feels that the problem isn't resolved by this step, solutions should be sought by forwarding your written statement to the Operations Manager or your Division General Manager. If those steps fail to bring the problem to a satisfactory conclusion, your written statement may be submitted to the company President.



While several steps for problem solving are offered, the objective remains to settle problems as quickly as possible and at the earliest possible step. With problems resolved, efforts can be focused on our continuing growth and success.

Non-Fraternization

It is important to maintain a level of professionalism, confidentiality and trust. Personal relationships between managers and subordinates are prohibited as these relationships, intentionally or not, impact professionalism and trust. This does not mean Team Members shouldn't be personable and friendly with their managers or subordinates, but means that everyone should use professional judgment.

Fraternization between Team Members and vendors servicing Menards or any other contracted services by Menards is considered a conflict of interest, and is, therefore, prohibited.

Questionable behavior will be subject to investigation and disciplinary action, which may include, without limitation, suspension or immediate termination. Any Team Member who finds him or herself in a questionable situation should bring the problem immediately to his or her manager's attention. Voluntary reporting will be taken into consideration when determining a resolution.

Dating other Team Members

Team Members will on occasion develop a romantic interest in each other. As long as the relationship is between equals, isn't coercive or forced and is handled professionally and appropriately in the workplace, this is not a problem.

When a manager or supervisor is dating someone he or she supervises, however, it presents special challenges. These Team Members are responsible for writing reviews, scheduling, even disciplining those that work for them. If there is a romantic relationship with a subordinate, personal feelings may affect the manager or supervisor's action.

For all of these reasons, and more, Menards managers or supervisors may not date those they supervise. When such a relationship begins to develop, it is the manager or supervisor's responsibility to let his or her supervisor or manager know. Often, one of the two may transfer and end the reporting relationship. If that is not possible, one of the two may choose, or be asked, to end their employment at Menards.

Executives and those whose unique responsibilities make trust and credibility especially important (for example, Security and HR) may have direct or indirect reporting relationships, or even company wide responsibilities. Because of the power inherent in indirect reporting relationships, and/or because of the unique position responsibilities, the same rules may apply. Menards will evaluate each situation on a case-by-case basis.

Conflict of Interest

Menards respects the right of individual Team Members to engage in activities outside their employment, which are private in nature, such as social, community, political or religious activities. Menards expects, however, that each individual will protect company information and avoid undue outside influence upon decisions or actions as related to their work.

In all business associations both inside and outside Menards, the individual Team Member should not permit themselves to be placed in a dual interest position or conflict between self-interest and integrity. No Team Member should benefit personally from any purchase of goods or services by Menards, nor derive personal gain from action taken as a representative of Menards.

It is your responsibility as a Team Member to review any activities that you feel might result in a conflict of interest. Your manager, in turn, will review the case with the appropriate people and provide you with a decision.

Acceptance of any gift or gratuities from vendors, Contractors, Guests or their representative is not allowed. Gifts and Gratuities include, but are not limited to: 'free goods', tickets to sporting or entertainment events, kickbacks in the form of money or merchandise, 'special' discounts, discontinued or no-longer used samples, vendor-paid trips, liquor, food products, meals, purchase of Buy and Fly tickets from Contractors or their representatives, and personal services. When practical, any such item received must be returned to sender with an explanation of this policy. Any such item not returned shall be considered property of Menards.

Contact Your Unit Manager for further details about dual interest positions and conflicts of interest.

Statement on Labor Relations

Menards works hard to provide and maintain an employment environment that offers its Team Members competitive benefits and good pay, the best possible working conditions, fair treatment and equal employment opportunities. It is Menards belief that problems between Team Members and management can be worked out through honest and frank communications in an atmosphere of mutual trust, respect and cooperation.

Menards is non-union, and believes there is an advantage in remaining non-union. By remaining non-union, employees will be reassured that they do not have to turn over a portion of their paycheck to a union each month to be given fair treatment from Menards. Menards believes its Team Members are best served by its ability to directly communicate with them. Menards further believes problems can best be solved by direct communication rather than through an outsider. For over 40 years, Menards has successfully relied upon open dialogue among its Team Members – both managers and non-managers. The results of open and honest lines of communication, without the involvement of any third party, have been successful. It is Menards intention to build on that 50 years of open communication and continue to provide the best possible working environment for our Team Members. Menards will make every moral and legal effort to maintain our good Team Member relations.

Termination of Employment

Team Members who leave the company voluntarily are expected to give and work out a two-week notice. Earned vacation cannot be used as any part of a two-week notice. Further, a Team Member's failure to provide such notice and work out their notice once it is given could result in a "no rehire" status for future employment consideration.

A normal two-week notice will extend fourteen days, and the last day actually worked will be the termination date. Unpaid vacation will be paid by regular payroll checks in the week(s) following termination. If a holiday occurs in a week in which vacation is being paid following termination of employment, a terminated Team Member is not eligible to receive Holiday Pay. This method of payment will be used for unemployment compensation reporting purposes, if applicable, and no additional prior notice will be required.

The purpose of this booklet is only to provide partial and introductory information to Menard Team Members about company benefits, opportunities and work regulations. The company works hard to keep Team Members informed and will continue to do so, even though any information in this booklet may be changed, interpreted, withdrawn or modified at the company's discretion and without notice. This *Grow with Menards Team Member Information Booklet* and the policies and procedures contained herein supersede any and all prior Team Member information booklets or brochures and the policies and procedures contained therein.

All Menard, Inc., Team Members are "at will" employees, which mean that each can terminate the employment relationship at any time, for any reason or no reason. Menard, Inc., reserves the same right. The company will not, and Team Members should not, interpret any verbal or written statements, including those in this booklet, or other policies, practices or procedures as altering "at will" status or providing expressed or implied contractual obligation.

As business demands change, or if there's a change in the law, the policies and procedures at Menards may change too (with the exception of the policy of at-will employment). That's why Menard, Inc. emphasizes that this booklet is a guide, not a contract. It doesn't guarantee employment for any particular length of time, or limit how that employment may end. So if you have a question about your job, want to find out more about a policy or whether a policy has changed, or want to know if you have the most recent booklet, ask your Human Resource Coordinator.

MENARDS VALUES

Team Player

- Help each other be right, not wrong - be positive
- Promote constructive conflict and debate without antagonism
- Support team decisions and Menards as a whole

Innovation

- Values and supports innovation
- Challenges the status quo
- Takes risks and looks for unconventional solutions

Team Member Development

- Takes responsibility
- Provides coaching and feedback to improve performance
- Focuses development to drive business results

Guest Focus

- Delivers value for the guest
- Actively pursues guest input
- Listens and adapts to meet guest needs

Leadership

- Communicates effectively to achieve results
- Inspires, empowers, guides and motivates
- Recognizes and celebrates successes
- Exhibits self-confidence

Integrity

- Acts and behaves consistent with one's word
- Acts honestly and earns trust
- Operates with respect for the well being and life balance of others

Passion for Excellence

- Drives quality and continuous improvement
- Operates with a sense of urgency
- Strives consistently to achieve the highest standards

Problem Solver

- Identifies issues
- Makes timely decisions/recommendations, executes
- Uses sound, strategic judgment
- Values simplicity

Courtesy

- Does not use profane or vulgar language
- Is courteous and respectful to members of the opposite sex
- Is courteous and respectful to members of other races and creeds

Appendix A

Team Member Acknowledgement of Receipt

I acknowledge that I have received a copy of Menard, Inc.'s *Grow with Menards Team Member Information Booklet* and understand that I have a responsibility to review its provisions. I also understand that my employment is not for any definite period of time, and that nothing in this booklet in any way creates an express or implied contract of employment or warranty of any benefits. I also agree that either Menard, Inc. or I can terminate my employment-at-will at any time, with or without cause or notice. I further understand that this booklet is only a brief summary of benefits currently offered by Menard, Inc. and an overview of some of its work rules and policies. I further understand that any and all rules, policies, wages and benefits referred to in this booklet may be unilaterally amended, modified, reduced or discontinued at any time by Menard, Inc. in its judgment and discretion. I understand that I may find the most current copy of the *Grow With Menards Team Member Information Booklet* on MyMenards Intranet website.

Team Member Signature

Date

Witness Signature

Date