TEAM MEMBER HANDBOOK

Effective February 2023

## Welcome!

We welcome you to Metcalf Construction Services, LLC. We will refer to our company in this handbook as “MCS” or “the Company.” We believe that each Team Member contributes directly to the Company’s success, and we hope you will take pride in being an important member of our team.

This handbook has been prepared as a guide to give you a better understanding of our policies, procedures and practices that guide employment matters. We ask that you familiarize yourself with its contents, keeping it handy as a periodic reference source. We operate with an “open door” policy, and encourage you to ask questions if there are policies and procedures you do not understand.

Again, welcome to our team. We truly value both you and the contribution you make through your employment with us. We sincerely hope you will find your employment here to be rewarding.

## About This Handbook

This handbook is designed to acquaint you with MCS and provide you with important information about the policies affecting your employment. This handbook and the policies contained herein supersedes and replaces all previous handbooks and personnel policies covering the same subject matter.

This handbook is not intended to be a contract, express or implied, nor is it intended to otherwise create any legally enforceable obligations on the part of the Company or its Team Members. Nevertheless, you should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as a Team Member and outlines the programs developed by the Company to benefit Team Members.

Various policies in this handbook are based on state and federal laws that apply to employers who employ a specific number of Team Members as determined by applicable law. Therefore, the policies in this handbook apply as long as the Company meets the required threshold for employing the minimum number of Team Members.

Please sign the Acknowledgment form provided at the end of this handbook and return it to Management.

## Right to Revise

No Team Member handbook can anticipate every circumstance or question about policies. In addition, the need for changes in the Company’s policies may arise from time to time. MCS reserves the right to revise, supplement, or rescind any policy or any portion of the handbook at its sole and absolute discretion. The only exception to this is our employment-at-will policy permitting you or the Company to terminate the employment relationship at any time, for any reason, with or without cause, and with or without advance notice.

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# GENERAL EMPLOYMENT POLICIES

## Employment At-Will

During the course of your employment with MCS you are free to terminate your employment at any time, for any reason or no reason, with or without notice, and the Company may terminate your employment at any time, for any reason or no reason, with or without notice. This is called employment “at will.”

No one other than the Company’s Owner(s) has the authority to alter this at-will employment arrangement, or to enter into an agreement for employment for a specified period of time, or to make any express or implied agreement contrary to this policy. Furthermore, any such agreement must be in writing and must be signed by the Owner(s).

Nothing in this handbook shall be deemed to restrict or in any way modify the Company’s right to terminate the employment of any Team Member or to alter the at-will employment relationship.

## Employment Applications

MCS relies upon the accuracy of information contained in employment applications and resumes, as well as the accuracy of other information presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information may result in the applicant’s exclusion from further consideration for employment. If already hired, the Team Member may be subject to discipline up to, and including, termination of employment, regardless of the length of time that has passed before discovery.

## Job Duties

Team Members’ job duties and responsibilities may be subject to change at any time depending on the needs of the Company. From time to time, Team Members may be asked to work on special projects, or to assist with other work necessary or important to the operation of the Company’s business. Your cooperation and assistance in performing such additional work is expected. MCS reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

## Introductory Period

All new and rehired Team Members work on an introductory basis for the first 90 calendar days after their date of hire. The introductory period is intended to give new Team Members the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. MCS uses this period to evaluate Team Member capabilities, work habits, and overall performance. During and after the introductory period, Team Members remain at-will, meaning that either the Team Member or the Company may end the employment relationship at any time during or after the introductory period, with or without cause or advance notice.

Upon satisfactory completion of the introductory period, Team Members enter the “regular” employment classification. The successful completion of any introductory period, however, does not mean that the Team Member is guaranteed employment for any specific duration, nor does it change the at-will employment relationship.

During the introductory period, new Team Members are eligible for those benefits that are mandated by law or pursuant to Company policy. Upon completion of the introductory period, Team Members may be eligible for other benefits.

## Team Member Classifications

All Team Members are designated as either non-exempt or exempt under state and federal wage and hour laws. The following is intended to help Team Members understand employment classifications and Team Members’ employment status and benefit eligibility.

Non-exempt Team Members are generally paid by the hour for each hour they work and receive overtime pay in accordance with applicable overtime rules. Exempt Team Members are generally paid a salary intended to compensate fully for all hours worked each week, are not compensated based on the number of hours worked, and do not receive overtime pay.

MCS has established the following categories for both non-exempt and exempt Team Members:

* Regular full-time Team Members: Regular full-time Team Members are those who are regularly scheduled for and do work the Company’s full-time schedule of 40 hours per week. Generally, these Team Members are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefits program.
* Regular part-time Team Members: Regular part-time Team Members are those who are regularly scheduled for and do work less than the full-time schedule each week. Regular part-time Team Members are eligible for some of the benefits offered by the Company subject to the terms, conditions and limitations of each benefits program.
* Temporary Team Members: Temporary Team Members are those who are hired to temporarily supplement the workforce or to assist in the completion of a specific project or for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary Team Members generally are not eligible for Company benefits except as required pursuant to applicable law.

## Personnel Records

MCS maintains a personnel file for each Team Member, and access to those files is restricted to authorized persons only. The personnel file may contain employment applications, written evaluations, performance counseling notices, correspondence, and other pertinent information. Upon reasonable notice and at a mutually convenient time, but within no less than 30 calendar days following a written request from the Team Member, a Team Member may review records in their personnel file relating to the Team Member’s performance or to any grievance concerning the Team Member and any other documents subject to review by state or federal law. Team Members may also review their file by making an appointment with Management to view the files in the presence of a member of management. Team Members may also obtain a copy of their personnel file provided they pay for the cost of copying.

## Immigration and Work Authorization

All new hires must complete an employment verification procedure before they are permitted to work. This procedure has been established by federal law and requires that every individual provide satisfactory evidence of their identity and legal authorization to work in the United States on the first day of employment but no later than three business days after they begin work. Each individual hired by the Company will be required to certify on the appropriate Form I-9 their identity and right to work in the United States. Failure to provide the appropriate documentation within the three-day time frame may result in immediate termination. When and if appropriate documentation is provided, employment may be reactivated. As applicable, Team Members with expired I-9 information may also be required to present current valid documentation.

## Names and Addresses

MCS is required by law to keep current all Team Members' names and addresses. Team Members are responsible for notifying the Company in the event of a name or address change.

## Employment References

MCS will respond to reference requests through Management. The Company will provide only general information concerning the Team Member such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to Management.

# EMPLOYEE RELATIONS

## Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at MCS will be based on merit, qualifications, and abilities. The Company does not discriminate in employment opportunities or practices on the basis of race (and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles), religious creed (including religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age (40 and over), sexual orientation, veteran or military status, or any other legally recognized protected basis under federal, state or local laws, regulations or ordinances.

This policy applies whether the individual has or is perceived to have any of the characteristics protected by law or is associated with a person who has or is perceived to have any of the characteristics protected by law. Any Team Members with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of Management.

## Policy Against Harassment, Discrimination and Retaliation

MCS believes in respecting the dignity of every Team Member and expects every Team Member to show respect for all our Team Members, clients, vendors and other third parties with whom we do business. Respectful, professional conduct furthers the Company’s mission, promotes productivity, minimizes disputes, and enhances our reputation.

MCS is committed to providing a workplace free of discrimination, harassment and retaliation in all forms, including sexual harassment and harassment based on race (and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles), religious creed (including religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age (40 and over), sexual orientation, veteran or military status, or any other legally recognized protected basis under federal, state or local laws, regulations or ordinances. This policy applies whether the individual has or is perceived to have any of the characteristics protected by law or is associated with a person who has or is perceived to have any of the characteristics protected by law.

This policy extends to all Team Members, supervisors, temporary Team Members, leased Team Members, independent contractors, volunteers, vendors, customers, and other professional service providers. Furthermore, it prohibits harassment in any form including verbal, non-verbal and physical harassment.

Prohibition Against Harassment

MCS will not tolerate harassment of any individuals by co-workers, supervisors, managers, or third parties. In keeping with this commitment, all Team Members of the Company are responsible for assuring that the workplace is free of harassment. This policy prohibits harassment of any kind, including sexual harassment, and applies to all Team Members of the Company. The Company prohibits all Team Members from harassing co-workers, customers, vendors, suppliers, independent contractors and others doing business with the Company. In addition, the Company prohibits customers, vendors, suppliers, independent contractors and others doing business with the Company from harassing the Company’s Team Members.

Sexual harassment may take many forms, but the most common forms include:

* Verbal harassment, such as jokes, epithets, slurs, negative stereotyping, and unwelcome remarks about an individual’s body, physical characteristics or appearance, sexual innuendos, sexual propositions, and suggestive comments;
* Physical harassment, such as physical interference with normal work, impeding or blocking movement, unwelcome physical contact, such as touching, rubbing, grabbing or groping, and threatening, intimidating or hostile acts; and
* Visual harassment, such as offensive or obscene photographs, calendars, posters, cards, cartoons, drawings and gestures, display of sexually suggestive or lewd subjects, unwelcome notes or letters, and any other written or graphic material that denigrates or shows hostility or aversion toward an individual because of a protected characteristic that is placed on walls, bulletin boards, or elsewhere on the Company’s premises or circulated in the workplace.

Sexually harassing conduct includes all of these prohibited actions as well as other unwelcome conduct such as requests for sexual favors, unwelcome conversation containing sexual comments, and unwelcome sexual advances. Sexual harassment, like other forms of harassment, is illegal and may occur when:

* Submission to such conduct is made either explicitly or implicitly a term or condition of the individual’s employment;
* Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
* Conduct which has the purpose or effect of unreasonably interfering with a Team Member’s work performance or creating an intimidating, hostile, or offensive work environment.

Supervisor Responsibilities

Supervisors and managers have an obligation to report sexual harassment and other forms of harassment, discrimination and retaliation of which they become aware. Supervisors and managers who observe such conduct or who receive any complaints of such misconduct must report the conduct or complaint to Management so that an investigation can be made and corrective action taken, if appropriate.

Investigation and Internal Complaint Procedures

Any individual who believes they has been subjected to, or who observes an incident of harassment or discrimination must promptly report the incident, either orally or in writing, to their immediate supervisor, or, if the conduct involves your direct supervisor, to another supervisor or Management.

When MCS receives a complaint of misconduct pursuant to this policy, it will provide the complaining individual with a timely response acknowledging the complaint. The Company will then conduct a fair, timely and thorough investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. All investigations will be conducted by impartial and qualified personnel. Confidentiality will be kept by the Company to the extent possible, but no investigation will be completely confidential. All investigations will take appropriate measures to document and track the reasonable progress of the investigation, and to ensure a timely closure to the investigation.

The Company will inform the complainant and the accused of the results of the investigation. If, at the end of the Company’s investigation, misconduct is found, appropriate remedial measures shall be taken in accordance with the circumstances involved. If the Company determines that a Team Member has violated the policy against harassment, discrimination and retaliation, the Team Member will be subject to appropriate disciplinary action, up to and including termination. With regards to acts of misconduct by customers, vendors or other third parties, corrective action will be taken after consultation with the appropriate management personnel.

Prohibition Against Retaliation

MCS will not tolerate retaliation against any individual for cooperating in an investigation or for making a complaint. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action up to and including termination of employment.

External Complaints

In addition to notifying the Company about harassment, discrimination and retaliation complaints, Team Members may also direct their complaints to the federal Equal Employment Opportunity Commission (EEOC) (1-800-669-4000) or the California Civil Rights Department (1-800-884-1684), which have the authority to conduct investigations of the facts.

## Open Door Policy

MCS is committed to open and honest communication in the workplace. Team Members who have job-related concerns or complaints are encouraged to discuss them with their supervisor or Management. The Company believes that Team Member concerns are best addressed through this type of informal and open communication. For complaints regarding harassment or discrimination, please refer to the Policy Against Harassment, Discrimination and Retaliation contained in this handbook.

Team Members are encouraged to raise job-related concerns as soon as possible after the events that caused the concern. Although we cannot guarantee that in each instance the Team Member will agree with our decision or be satisfied with the result, we will attempt in each instance to explain the result to the Team Member. There will be no retaliation against Team Members who use this process.

## Disability Accommodation

MCS is committed to complying fully with all laws ensuring equal opportunity in employment for qualified persons with disabilities. MCS is also committed to non-discrimination against any qualified Team Members or applicants because they are related to or associated with a person with a disability.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a Team Member unless undue hardship would result. MCS is committed to engaging disabled Team Members in a good faith interactive process, as required by law.

Any otherwise qualified applicant or Team Member who requires an accommodation in order to perform the essential functions of the job should contact Management, and request such an accommodation. Team Members should include relevant information when making a request such as a description of the accommodation you are requesting, the reason you need an accommodation, and how the accommodation will help you perform the essential functions of your job.

We will then work to identify possible accommodations, if any, that will enable the Team Member to carry out the essential job duties. When the disability or need for accommodation is not obvious, the Company may require the Team Member to provide reasonable medical documentation to establish that the Team Member has a covered disability, to show that the Team Member requested accommodation, and to help determine effective accommodation options. If the accommodation is reasonable and will not impose an undue hardship, we will make the accommodation.

## Accommodation for Team Members’ Religious Beliefs, Observances and Practices

MCS is committed to complying fully with all laws concerning the accommodation of bona fide religious beliefs and observances. To comply with applicable laws ensuring equal employment opportunities for persons with religious beliefs and observances (including religious dress and grooming practices), MCS will make reasonable accommodations for religious practices of a Team Member unless undue hardship would result. Any Team Member with questions or concerns about accommodations for religious beliefs or observances are encouraged to bring these issues to the attention of Management.

## Pregnancy Accommodation

A pregnant Team Member may request a reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions. MCS may request the Team Member provide a doctor’s written certification stating that the accommodation request is upon the doctor’s advice. A pregnant Team Member who requires accommodation for conditions related to pregnancy, childbirth, or related medical condition should contact the Team Member’s supervisor or Management, and request such an accommodation. The individual should specify what accommodation she needs to perform the job. Such an accommodation may include, but is not limited to, a transfer to a less strenuous or hazardous position. The Company will work to identify possible accommodations, if any, that will enable the Team Member to carry out the essential job duties. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

Team Members are also directed to the Company’s policy on pregnancy disability leave contained in this handbook for additional guidance on this subject.

## Lactation Accommodation

MCS recognizes lactating Team Members’ rights to request lactation accommodation, and accommodates lactating Team Members by providing a reasonable amount of break time and a suitable lactation location to any Team Member who desires to express breast milk for their infant child, subject to any exemption allowed under applicable law.

If possible, the break time should run concurrently with your normally scheduled break time. Any break time to express breast milk that does not run concurrently with your normally scheduled break time is unpaid.

The lactation location will be private (shielded from view and free from intrusion from co-workers and the public) and located close to your work area. The location will be safe, clean and free of toxic or hazardous materials; have a surface to place a breast pump and other personal items; have a place to sit; and have access to electricity or alternative devices (including, but not limited to extension cords or charging stations) needed to operate an electric or battery-powered breast pump. MCS will also provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to your workspace. If a refrigerator cannot be provided, the Company will provide another cooling device suitable for storing milk, such as an employer-provided cooler. The lactation location will not be a bathroom or restroom. The room or location may include a Team Member’s private office if it otherwise meets the requirements of the lactation space. Multi-purpose rooms may be used as lactation space if they satisfy the requirements for space; however, use of the room for lactation takes priority over other uses for the time it is in use for lactation purposes.

Team Members who desire lactation accommodations should contact Management to request accommodations. A Team Member’s request may be provided orally, by email, or in writing, and need not be submitted on a specific form. We will engage in an interactive process with you to determine when and where lactation breaks will occur. If we cannot provide break time or a location that complies with this policy, we will provide a written response to your request.

MCS will not tolerate discrimination or retaliation against Team Members who exercise their rights to lactation accommodation, including those who request time to express milk at work and/or who lodge a complaint related to the right to lactation accommodation. If you believe you have been denied reasonable break time or adequate space to express milk, or have been otherwise been denied your rights related to lactation accommodation, you have the right to file a complaint with the Labor Commissioner.

# WORK SCHEDULE AND COMPENSATION

## Pay Period and Pay Days

For all Team Members, the standard payday is every Friday. If the payday falls on a holiday, pay will be distributed on the day prior to the holiday.

The established work week is Monday through Sunday. A work schedule consists of the days within the work week on which a team member is regularly scheduled to work. Weekly time cards are due each on Sunday for the current week’s work. If the due date for the time card falls on a holiday, the time card is due on the day after.

## Timekeeping Requirements

It is MCS’s policy to pay its Team Members for all time worked. Accordingly, it is every non-exempt Team Member’s responsibility to accurately record time worked, and to examine their paycheck and wage statement to ensure that they are being properly paid for all work time and that the paycheck and wage statement are accurate. If a Team Member believes they are not being properly paid for all of their work, the Team Member must immediately inform Management.

Federal and state laws require the Company to keep an accurate record of time worked in order to calculate Team Member pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. All non-exempt Team Members are required to accurately record the time they begin and end their work using MCS’s provided timekeeping system. When going on meal periods, Team Members are expected to clock out prior to taking the meal period, and then to complete the meal period of at least thirty minutes, prior to clocking in. Team Members are not to clock out during rest breaks. Altering, tampering with, or falsifying time records may result in disciplinary action, up to and including termination of employment. Any errors regarding timekeeping should be reported immediately to Management.

Off the clock work is strictly prohibited. Any Team Member who works off the clock, or instructs another Team Member to work off the clock may be subject to disciplinary action up to and including immediate termination. If you are asked to work off the clock, you must immediately report it to Management and will be required to record the actual time worked.

## Meal Periods

Non-exempt Team Members who work at least 5 hours in a day are provided an unpaid duty-free meal period of at least 30 minutes. MCS may, in its sole discretion, assign a longer meal period to particular job functions or particular Team Members, but the Company is not required by law to do so. Supervisors may schedule meal periods to accommodate operating requirements. Where a supervisor does not specifically schedule a Team Member’s meal period, the Team Member is responsible for ensuring that the meal period starts no later than the end of their 5th hour of work.

Where a work period of no more than 6 hours will complete the day’s work, the meal period may be waived by the mutual consent of the Team Member’s supervisor and the Team Member.

If a Team Member works more than 10 hours in a day, they will be provided a second, unpaid duty-free meal period of at least 30 minutes. This second meal period will be provided no later than the end of the Team Member’s 10th hour of work. Non-exempt Team Members who work shifts of more than 10 hours, but no more than 12 hours, and who have not already waived their first meal period, may voluntarily waive their right to a second meal period by the mutual consent of the Team Member’s supervisor and the Team Member.

Any waiver of a meal period must be in writing and submitted before waiving a meal period. Team Members should see Management if they would like to sign and submit a form that waives their right to a meal period pursuant to the rules described above.

MCS provides meal periods according to the following schedule:

|  |  |  |
| --- | --- | --- |
| **Duration of Shift in Hours** | **# Meal Periods** | **Comments** |
| 0 to < 5.0 | 0 | A non-exempt Team Member who does not work more than five hours in a workday is not provided with a meal break.  |
| 5.0 to < 10.0 | 1 | A non-exempt Team Member who works more than five (5) hours in a workday, but who does not work more than ten (10) hours in a workday, is expected to take a 30-minute meal break that is available before the end of the fifth (5th) hour of work, unless the Team Member is working six (6) or fewer hours and elects in writing to waive the first meal break. |
| 10.0 <  | 2 | A non-exempt Team Member who works more than ten (10) hours in a workday is expected to take a second 30-minute meal break that is available before the end of the tenth (10th) hour of work, unless the Team Member is working twelve (12) or fewer hours, did not waive the first meal break, and elects in writing to waive the second meal break. |

During meal periods, non-exempt Team Members are relieved of all duty and should not work. When taking a meal period, Team Members should be completely off work for at least 30 minutes. Those Team Members who use a time clock must clock out for their meal periods at the start of the meal period, and must clock back in and promptly return to work at the end of the meal period. Those Team Members who record their time manually must accurately record their meal periods by recording the beginning and end of each meal period. Team Members who do not adhere to this requirement to accurately record the beginning and end of each meal period, or who do not timely return to work following their meal periods, will be subject to disciplinary action, up to and including termination of employment.

Except as otherwise provided above, non-exempt Team Members must take all of their meal periods and may not skip a meal period to arrive late, leave early, or work extra time. If for any reason you are not provided a meal period in accordance with our policy, or if you are in any way discouraged or impeded from taking your meal period or from taking the full amount of time allotted to you, you must immediately notify Management. Any time you do not take a meal period that was provided to you (or you work any portion of a provided meal period), you will be required to report to Management and explain the reason for the missed meal period or time worked.

Any non-exempt Team Member who is not provided with a meal period or authorized to take a meal period in accordance with this policy will be entitled to a meal break premium if required by law. Team Members who repeatedly take their meal periods late, or do not take meal periods even though they are authorized to do so, may be disciplined, up to and including termination.

## Rest Breaks

Non-exempt Team Members are authorized and permitted to take a paid duty-free 10-minute rest break for every 4 hours worked, or major fraction thereof (i.e., more than 2 hours). MCS authorizes and permits rest breaks according to the following schedule:

|  |  |  |
| --- | --- | --- |
| **Duration of Shift in Hours** | **# Rest Breaks** | **Comments** |
| 0 to < 3.5 | 0 | A non-exempt Team Member who does not work three (3) and one-half (1/2) hours or more in a workday is not expected to take a rest break. |
| 3.5 to < 6 | 1 | A non-exempt Team Member who works three (3) and one-half (1/2) hours or more in a workday, but who does not work more than six (6) hours in a workday, is expected to take one 10-minute rest break. |
| 6.0 to < 10.0 | 2 | A non-exempt Team Member who works more than six (6) hours in a workday, but who does not work more than ten (10) hours in a workday, is expected to take two 10-minute rest breaks. |
| 10.0 to < 14.0 | 3 | A non-exempt Team Member who works more than ten (10) hours in a workday, but who does not work more than fourteen (14) hours in a workday, is expected to take three 10-minute rest breaks. |

Rest breaks should be taken as close to the middle of each 4-hour period worked as reasonably possible. Rest breaks may not be combined or added to a meal period and cannot be skipped in order to arrive late or leave early.

Non-exempt Team Members will be relieved of all work-related duties and employer control during their rest breaks so that they are free to use their rest break time as they wish. You are free to come and go as you please and are free to leave the premises on your rest break. The Company does not permit any non-exempt Team Member to be “on call” during rest breaks.

Non-exempt Team Members are paid for all rest break periods. Accordingly, Team Members do not need to clock out when taking a rest break. If for any reason you are not provided a rest break in accordance with our policy, or if you are in any way discouraged or impeded from taking your rest break or from taking the full amount of time allotted to you, please immediately notify Management.

Any non-exempt Team Member who is not authorized and permitted to take a rest break in accordance with this policy will be entitled to a rest break premium if required by law. Team Members who repeatedly do not take rest breaks even though they are authorized to do so, may be disciplined, up to and including termination.

EXAMPLE OF PROPER MEAL AND REST PERIOD TIMING

**TYPICAL 8-HOUR SHIFT EMPLOYEE – TWO REST PERIODS AND ONE UNPAID 30-MINUTE MEAL PERIOD**

| **Time Worked** | **Hour Worked and Break Timing** |
| --- | --- |
| 7:00 a.m. to 8:00 a.m. | 1st hour |
| 8:00 a.m. to 9:00 a.m. | 2nd hour |
| 9:00 a.m. to 10:00 a.m. | 3rd hour – **Take first 15 minute break** |
| 10:00 a.m. to 11:00 p.m. | 4th hour |
| 11:00 p.m. to 12:00 p.m. | 5th hour – (less 30 minute unpaid meal period). **Take first meal period** **before** the end of the 5th hour (i.e., no later than 11:59 p.m.)\* |
| 12:00 p.m. to 1:00 p.m. | 6th hour |
| 1:00 p.m. to 2:00 p.m. | 7th hour – **Take second 15 minute break** |
| 2:00 p.m. to 3:30 p.m. | 8th hour  |

## Overtime

When operating requirements or other needs cannot be met during regular working hours, non-exempt Team Members may be required to work overtime. Overtime compensation is paid to all non-exempt Team Members in accordance with federal and state wage and hour law. Overtime pay is based on actual hours worked. Time off due to illness or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

All hours worked in excess of 8 hours in 1 workday, or 40 hours in 1 workweek will be treated as overtime. Compensation for hours in excess of 40 for the workweek, or in excess of 8 and not more than 12 for the workday, and for the first 8 hours on the 7th consecutive day of work in 1 workweek, shall be paid at a rate of 1.5 times the Team Member’s regular rate of pay. Compensation for hours in excess of 12 in 1 workday and in excess of 8 on the 7th consecutive workday in a workweek shall be paid at double the regular rate of pay.

Exempt Team Members may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt Team Members.

Failure to work scheduled overtime, or working overtime without prior authorization from management may result in disciplinary action, up to and including termination of employment. The Company will never ask a Team Member to work off the clock. All non-exempt Team Members are to be paid for all hours worked. If you are asked to work off the clock, or if you are asked by anyone not to record your time working, you must notify Management immediately.

## Deductions From Exempt Team Member Pay

Exempt Team Members (those paid a salary) regularly receive a predetermined amount of compensation each pay period. Subject to the exceptions listed below, exempt Team Members will receive their full salary for any workweek in which they perform any work, regardless of the number of days or hours worked. Exempt Team Members may not be paid for any workweek in which they perform no work.

No deductions from salary may be made for time when work is not available, provided the exempt Team Member is ready, willing, and able to work. Deductions from pay are permissible pursuant to applicable state and federal law, including when an exempt Team Member:

* Is absent from work for one or more full days for personal reasons other than sickness or disability;
* Is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing full compensation for salary lost due to illness and the Team Member has exhausted their leave under this policy;
* Is absent for jury duty or military duty for a full week and performs no work during the week;
* Works less than a full week during the initial or final week of employment;
* Is absent due to an FMLA or CFRA leave.

Partial day deductions from available accrued sick leave balances will also be made by the Company when applicable. MCS does not allow deductions that violate federal or state law.

If you believe that an improper deduction from your salary has been made, you should immediately report this information to Management. Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

## Payment of Wages

Team Member wage statements contain itemized deductions made from gross earnings. By law, the Company is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. If there is an error in a Team Member's pay, the Team Member should bring the matter to the attention of Management immediately so the Company can resolve the matter.

## Expense Reimbursements

MCS will reimburse Team Members for all reasonable, work-related expenses incurred as a direct consequence of the discharge of their employment duties, or incurred at the direction of the Company. Team Members who incur work-related expenses must submit a reimbursement request, along with appropriate supporting documentation such as original receipts, for all work-related expenses.

Team Members are expected to submit their reimbursement requests for approval as soon as practicable, no later than 30 days after the expense is incurred. Team Members are expected to exercise restraint and good judgment when incurring expenses. Only reasonable, authorized expenses will be reimbursed. Team Members should contact their supervisor in advance if they have any questions about whether an expense will be reimbursed.

# EMPLOYEE BENEFITS

## Paid Sick Leave

All Team Members, whether part-time, full-time, exempt or non-exempt, who have worked for 30 or more days from the start of employment are eligible for paid sick leave. Paid sick leave accrues at a rate of one hour for every 30 hours worked, beginning on the first day of employment. New Team Members may begin using paid sick leave after 90 days of employment.

Exempt Team Members are presumed to work 40 hours per workweek for purposes of sick time accrual. If an exempt Team Member’s normal workweek is less than 40 hours, accrual will be based on their normal workweek hours.

All accrued but unused sick leave is carried over to the following year of employment, and caps out at 48 hours, or six days. Once this accrual cap is reached, paid sick leave will stop accruing until some paid sick leave is used. Team Members are entitled to take up to 24 hours, or 3 days, of paid sick leave annually.

Available sick leave may be used upon the oral or written request of the Team Member for the diagnosis, care or treatment of an existing health condition of, or preventative care for, a Team Member or a Team Member’s family member. A family member includes a child, parent, legal guardian, spouse, registered domestic partner, grandparent, grandchild, sibling, and a designated person. A “designated person” means a person identified by the Team Member at the time the Team Member requests paid sick days. The Company limits Team Members to one designated person per 12-month period for paid sick days.

Leave under this policy may also be used for Team Members who are the victims of domestic violence, sexual assault or stalking who need to obtain judicial relief or other related services, and for any other permissible purpose under applicable state or local law. The designation of sick leave taken for these reasons shall be made at the sole discretion of the Team Member.

Paid sick leave may be used only when actually required for the reasons described above and is not to be used for other "personal" absences. Paid sick leave can be used in minimum increments of one hour. A Team Member must notify the Company in advance if the sick leave is planned, as may be the case with scheduled doctors’ visits. If the need is unforeseeable, the Team Member must give notice as soon as practical, as may occur in the case of unanticipated illness or a medical emergency.

Use of paid sick leave is not considered hours worked for purposes of calculating overtime. At separation of employment, unused sick leave will not be paid out. However, if the Team Member is rehired within one year, they are entitled to the previously accrued and unused paid sick days.

Team Members are not required to search for or find a replacement worker to cover the days during which the Team Member uses paid sick leave. MCS will not deny a Team Member the right to use accrued paid sick leave, nor discharge, threaten to discharge, demote, suspend, or in any manner discriminate or retaliate against a Team Member for using accrued sick leave or attempting to exercise the right to use accrued sick leave.

A Team Member's use of paid sick leave may run concurrently with other leaves under local, state or federal law.

## Workers’ Compensation

The Company provides a comprehensive workers’ compensation insurance program at no cost to Team Members. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers’ compensation insurance provides benefits after a short waiting period or, if the Team Member is hospitalized, immediately.

If a Team Member is injured on the job, they must report the injury to a supervisor immediately. Failure to timely report an injury may jeopardize a Team Member’s rights to certain benefits. Even if the Team Member feels they may not require medical attention, the injury must still be reported immediately. This will help protect the Team Member if a need for medical attention arises in a later date. Therefore, all injuries must be reported immediately after they occur, even if medical treatment is not needed after the injury. In some instances, depending on the injury or illness, medical attention may be sought or necessary days, if not weeks, after an injury. Team Members may request to be seen by their own private physicians for a workers’ compensation claim. This must be communicated in writing and placed in a Team Member file prior to filing a claim.

Workers’ compensation insurance coverage is not available to Team Members for injuries that occur during their voluntary participation in any off-duty recreational, social or athletic activity that is not part of their work related duties, even if sponsored by the Company, or if a Team Member is injured while under the influence of alcohol or drugs, or because of their own willful misconduct. The Company will not retaliate against any individual for reporting a workplace injury.

Failure to report injuries to management immediately after they occur will result in disciplinary action, including termination.

## State Disability Benefits

Team Members are covered under the California state disability insurance plan (SDI). This insurance provides low cost disability protection if illness or injury not caused by the job prevents you from working. All Team Members are eligible and pay a portion for this program. For information concerning these benefits, Team Members should contact the Employment Development Department of the State of California (EDD), which administers the SDI program, at (800) 480-3287 or online at www.edd.ca.gov/Disability/SDI\_Online.htm.

Team Members who experience a non-work-related disability, illness or injury and need to take time off work should contact Management as soon as practicable.

## Paid Family Leave Benefits

Paid Family Leave is a California state-sponsored insurance program within the SDI program. It provides partial wage replacement for up to eight weeks of Paid Family Leave benefits in a twelve (12) month period for employees who take leave to (1) care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner; (2) bond with a new child entering the family by birth, adoption, or foster care placement; and (3) participate in a qualifying exigency related to the covered active duty or call to covered active duty of an employee’s spouse, domestic partner, child, or parent in the Armed Forces of the United States. If you are eligible, the State of California will pay you a percentage of your regular earnings up to a maximum amount for a period prescribed by law. You are responsible for filing your claim and other forms promptly and accurately with the California Employment Development Department.

This program does not provide a right to family or medical leave or any job protection for Team Members qualifying for benefits. The right of Team Members to take a leave of absence are governed by existing laws or as otherwise provided in this handbook. Any time off for Paid Family Leave purposes will run concurrently with other leaves of absence pursuant to applicable law.

# EMPLOYEE RESPONSIBILITIES

## Punctuality and Attendance

Punctual and regular attendance is an essential responsibility of each team member to their fellow team members and to the Company. Being late or absence causes problems for fellow team members and supervisors and diminishes the smooth functioning of Company.

Team members are expected to report to work as scheduled, on time and prepared to start work. Team members also are expected to remain at work for their entire work schedule. It is recognized that there are extenuating circumstances and emergencies which may cause you to miss work. If you expect to be late or absent from work, you are required to notify Management at least 1-hour before your scheduled start time. In case of an emergency, when the 1-hour requirement is not possible, you must call Management as soon as possible. You are expected to make the call personally, unless you are physically incapacitated in which you may have another person call for you. If you are not able to contact Management directly, you need to leave a message on his/her phone.

If it is necessary for you to be absent for more than 1 day for any reason, you must still notify Management. You will only be excused from this requirement if you are physically unable to call personally or are excused from calling by Management. Even if you do call every day, disciplinary action may still be taken, depending on the reason for the absence and/or whether your absences are excessive.

An “occurrence” is defined as being absent from any scheduled work other than a holiday, vacation, jury duty, bereavement leave or specific leave of absence that has been approved by Management.

Excessive absenteeism and/or tardiness, or failure to follow call-in policies, will result in disciplinary action, including discharge. Absences protected by local, state and federal law, including paid sick time, do not count as a violation of the punctuality and attendance policy. Medical documentation within the guidelines of the applicable law may be required in certain instances.

If you fail to report to work without notifying Management for a period of two consecutive days or more, it will be assumed that you have voluntarily quit your employment.

## Dress and Appearance Standards

Team Members are expected to present a clean and professional appearance when they represent MCS. When choosing clothes, it is important to keep in mind the impression made on customers, visitors, and other Team Members, while recognizing the need to promote organization and Team Member safety. Good individual judgment is the best guideline, but management retains the right to decide which dress is inappropriate. Team Members who report to work inappropriately dressed may be asked to leave and return in acceptable attire. A Team Member who is unsure of what is appropriate should check with Management.

MCS does not discriminate against Team Members on the basis of race, which includes traits historically associated with race, including hair texture and protective hairstyles such as braids, locks and twists.

There may be certain circumstances under which MCS will make limited exceptions to its dress and appearance standards, such as when a Team Member has a religious or disability-related reason why they cannot comply with these standards. If any applicant or Team Member requests an exception for religious or disability reasons (or for any other reason the law might require an exception), they should contact a supervisor or Management. Accommodations due to a disability or for religious grooming or dress will be made unless such accommodation poses an undue hardship.

## Standards of Conduct

To ensure orderly operations and provide the best possible work environment, MCS expects Team Members to follow rules that will protect the interests and safety of all Team Members and the organization. For this reason, it may be helpful to identify some examples of types of conduct that are unacceptable and that may lead to disciplinary action, up to and including immediate discharge. This list of prohibited conduct is illustrative only and applies to all Team Members of MCS. Other types of conduct that threaten security, personal safety, Team Member welfare and Company operations also may be prohibited.

Although it is not possible to provide an exhaustive list of all types of impermissible conduct and performance, the following are some examples:

* Obtaining employment on the basis of false or misleading information;
* Theft or inappropriate removal or possession of property;
* Falsification or alteration of Company records;
* Working under the influence of alcohol or illegal drugs;
* Engaging in or threatening violence in the workplace or while on duty;
* Insubordination or other disrespectful conduct;
* Violation of safety rules;
* Discourteous treatment, including the threat of, or actual physical or verbal abuse of other Team Members or third parties;
* Fighting, disorderly conduct, horseplay, or any other behavior which is dangerous or disruptive;
* Violation of the Company’s policy against Harassment, Discrimination and Retaliation;
* Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace or while on duty;
* Commission of a crime, or other conduct that may damage the reputation of the Company;
* Unauthorized use of telephones, mail system, or other Company owned equipment;
* Unauthorized disclosure or use of the Company’s confidential information;
* Unsatisfactory work performance or conduct;
* Engaging in any conduct that is unprofessional, or otherwise detrimental to the interests of the Company, other Team Members, or the Company’s customers;
* Excessive absenteeism, tardiness or abuse of break or lunch privileges;
* Failure to cooperate with any internal or external investigation conducted by the Company or by third parties retained by the Company to conduct an investigation;
* Violating workplace confidentiality rules;
* Concealing errors or mistakes; and
* Dishonesty, including committing a fraudulent act or breach of trust.

This list is not meant to be exhaustive. There may be other types of Team Member behavior which would warrant corrective action, discipline or termination. Nothing in this policy is intended to alter the at-will status of your employment with MCS. The Company retains the sole discretion to impose discipline it determines to be appropriate.

## Prohibited Use of Cell Phone While Driving

In the interest of the safety of our Team Members and other drivers, Team Members are prohibited from using cell phones while driving on Company business and/or during Company time. Team Members required to drive must use a hands-free device or refrain from using the phone while driving. Under no circumstances should Team Members place phone calls while operating a motor vehicle on Company business and/or Company time.

Writing, sending or reading text-based communication, including text messaging, instant messaging, email, web browsing and use of smart phone applications, on a wireless device or cell phone while driving is prohibited under this policy.

## Disciplinary Action

Although employment may be terminated at-will by either the Team Member or the Company at any time, without following any formal system of discipline or warning, MCS may exercise discretion to utilize forms of discipline that are less severe than termination. The Company reserves the right to determine which type of disciplinary action to issue in response to any type of performance issue or rule violation. Examples of discipline include verbal warnings, written warnings, demotions, suspensions, and termination. Although one or more of these forms of discipline may be taken, no formal order or procedures are necessary.

MCS, at its sole discretion, may modify and/or apply discipline in any manner it deems appropriate under the circumstances, including acceleration of steps, exclusion of steps or repetition of steps, up to and including termination, with or without prior warning. Nothing in this policy shall be deemed to restrict or in any way modify the Company’s right to terminate the employment of any Team Member.

## Conflicting Activities

MCS and its Team Members have a responsibility to conduct the business of the Company in strict compliance with all applicable laws, rules and regulations and with the highest standard of professional ethics and integrity. Team Members should always act in the best interest of the Company and not permit outside interests to interfere with their job duties. Team Members must avoid any relationship or activity that might impair, or even appear to impair, their ability to make objective and fair decisions when performing their jobs. At times, a Team Member may be faced with situations in which their personal actions may conflict with the Company’s interests.

Conflicts of interest could arise in the following circumstances:

* Being employed by, or acting as a consultant to, a competitor or potential competitor, supplier or contractor, regardless of the nature of the employment, while employed with the Company;
* Serving as a board member for an outside company or organization;
* Owning or having a substantial interest in a competitor, supplier or contractor;
* Accepting gifts, discounts, favors or services from a customer, potential customer, competitor or supplier, unless equally available to all company Team Members.

Team Members who believe they may have a conflict of interest or potential conflict of interest, must inform their supervisor or Management. MCS recognizes the right of Team Members to engage in activities outside of their employment, which are of a private nature and unrelated to our business. However, Team Members must disclose any possible conflicts so that the Company may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever a Team Member is in a position to influence a decision that may result in a personal gain for the Team Member, or their friends or family members because of the Company’s business dealings.

Team Members may not use the Company’s name, logo, stationery, supplies, equipment, or other property for personal purposes, without the express prior written approval of a senior member of management. This includes, but is not limited to, the personal use of computers, software, printers, telephones, facsimile machines, copy machines, postage and postage meters and supplies of all kinds.

## Outside Employment

A Team Member should consider the impact that outside employment may have on their ability to work for MCS. Regardless of any outside work requirements, the Team Member will be subject to the Company’s scheduling demands, and will be judged by the same performance standards as Team Members who do not have outside employment.

If a Team Member believes that they can meet the Company’s performance standards while holding another job, and the Team Member wants to obtain outside employment, including self-employment, the Team Member is required to provide the name of the outside employer, the type of business, and the number of hours to be worked per week in writing to senior management before the Team Member accepts or commences such outside employment. The Company will advise the Team Member in writing of any possible conflict of interest that the activity may pose.

## Social Media and Online Communications

MCS recognizes that Team Members may have personal social media accounts on platforms such as Facebook, LinkedIn, Snapchat, Instagram, Twitter, etc. While the Company realizes the potential usefulness and increasing importance of social media, it also recognizes the potential for misuse. While the Company respects its Team Members’ right to engage in these activities, Team Members are nonetheless expected to conduct themselves professionally in all public communications.

To ensure that Team Members understand MCS’s expectations regarding social media use, the following guidelines apply. Team Members are expected to adhere to these guidelines utilizing their best personal and professional judgment. Violating these restrictions may result in disciplinary action, up to and including termination.

* The Company applies the same policies in dealing with activities involving social media and online communications as it follows generally. Team Members must therefore comply with the Company’s policies when using social media even if the policies do not refer specifically to social media or online communications.
* The Company’s strict prohibitions against discrimination, harassment and retaliation apply to social media and online communications. Do not use slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in the workplace or that would violate the Company’s policy against harassment, discrimination and retaliation.
* Team Members should not speak on behalf of the Company without clear authorization. When speaking on matters regarding the Company, you should use disclaimers that indicate that you are speaking for yourself and not the Company.
* Team Members should never disclose the Company’s confidential, proprietary or trade secret information.
* Team Members may not post on a blog or web page or participate on a social networking platform during work time or at any time with Company equipment or property.

These guidelines are not intended to, and should not be interpreted to, prohibit, restrict, or interfere with Team Members’ rights as provided by the National Labor Relations Act.

## Policy Against Workplace Violence

MCS has a zero-tolerance policy for violent acts or threats of violence against our Team Members, applicants, customers or vendors. The Company does not allow fighting, or threatening words or conduct. In addition, weapons of any kind are strictly prohibited and not permitted on Company premises. No Team Member should commit or threaten to commit any violent act against a co-worker, supervisor or manager, applicant, customer or vendor. This includes discussions of the use of dangerous weapons, even in a joking manner.

Conduct that is prohibited under this policy includes, but is not limited to:

* Threats of any kind;
* Threatening, physically aggressive or violent behavior, such as intimidation of, or attempts to instill fear in, others;
* Other behavior that suggests a propensity toward violence, including threatening speech, sabotage, threats of sabotage of company property or a demonstrated pattern of refusal to follow company policies and procedures;
* Defacing company property or causing physical damage to the facilities;
* Bringing weapons or firearms of any kind on company premises, in company parking lots or while conducting company business.

Team Members should report any conduct described above to a supervisor or Management. MCS does not tolerate retaliation against a Team Member who reports workplace violence. All reports of workplace violence will be taken seriously and will be thoroughly investigated, and all complaints reported will be treated with as much confidentiality as possible. If the Company determines that workplace violence has occurred, the company will take all appropriate action it deems necessary and appropriate under the circumstances.

## Drug and Alcohol Abuse

It is MCS’s policy that substance abuse in the workplace, or problems related to substance abuse that affect the workplace, will not be tolerated. MCS is committed to maintaining a work environment that is safe and healthful for Team Members, visitors and guests. Team Members are expected to report to work in a condition that permits them to perform their assigned tasks in a safe, professional and competent manner. While the use of marijuana has been legalized under California law for medicinal and recreational uses, it remains an illegal drug under federal law and its use as it impacts the workplace is prohibited by MCS.

The following conduct is strictly prohibited by the Company:

* Possession or use of alcohol, marijuana or illegal drugs, and the abuse of prescribed drugs, or being under the influence of alcohol, marijuana or drugs while on the job or anywhere on Company or client property, including in Company and client parking lots and in vehicles in Company and client parking areas;
* Driving a Company vehicle or a Team Member’s own vehicle while on Company duty, while under the influence of alcohol, marijuana or illegal or controlled substances, or any prescription or over-the-counter drug that causes drowsiness or affects the Team Member's alertness;
* Distribution, sale, transfer or purchase of alcohol, marijuana or an illegal or controlled substance while on the job or anywhere on Company or client property, including in Company and client parking lots.

Violation of the Company's Drug and Alcohol Abuse policy will not be tolerated and will be grounds for discipline, up to and including immediate termination.

The Company reserves the right to conduct a drug or alcohol screening test as part of the pre-employment process and where the Company has reasonable suspicion, based on objective factors, such as the Team Member's appearance, speech, behavior, or other conduct and facts, that the Team Member is under the influence of unlawful drugs, marijuana or alcohol.

Reasonable Suspicion Testing:

When specific information leads the Company to reasonably believe that a team member is using or has used drugs and/or alcohol in violation of the Company policy, the team member may be asked to consent to testing to determine the presence of drugs and/or alcohol.

Post-Accident Testing:

A team member who has an injury or illness resulting from an accident that requires treatment by a medical provider, who is involved in an accident that results in treatment of another team member by a medical provider, or that results in property damage, will be asked to consent to a test to determine the presence of drugs and/or alcohol.

The Company reserves the right to search a Team Member's work area (including Company-owned property, such as desks, lockers, cabinets and file-drawers) when there is reason to believe that a Team Member is under the influence of alcohol, marijuana or illegal drugs, or is in the possession of alcohol, marijuana or illegal drugs.

Any Team Member who believes that a coworker is in violation of the Drug and Alcohol Abuse policy should notify their supervisor immediately. When a Team Member believes that supervisory staff is in violation of the policy, they should notify Management immediately.

On occasion, alcohol may be served at Company-sponsored social events held on or off premises. At such events, Team Members who choose to consume alcohol must drink responsibly. Furthermore, Team Members must not drive under any circumstances while intoxicated. The Company will provide taxi or other reasonable transportation reimbursement after Company-sponsored events at which alcohol is served upon Team Member request.

Team Members who take over-the-counter medication or other lawful medication that can be legally prescribed to treat a disability should inform their supervisors if they believe the medication will impair their job performance, safety, or the safety of others, or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication.

MCS will reasonably accommodate Team Members with alcohol or drug dependencies to seek treatment and/or rehabilitation. Team Members desiring such assistance should request a treatment or rehabilitation leave. The Company is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is the Company obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency.

## Smoking

MCS is committed to providing a safe and healthy workplace and to promoting the health and well-being of its Team Members. It is the Company’s policy to prohibit smoking on all company premises in order to provide and maintain a safe and healthy work environment for all Team Members. Smoking is only permitted in designated smoking areas outside of the work premises. This policy also applies to the use of e-cigarettes and other nicotine-delivery devices.

## Workplace Safety

Maintaining a safe workplace is essential to MCS’s operations, and it is the Company’s policy to promote safety on the job and to comply with applicable laws regarding safety in the workplace. The health and well-being of Team Members is foremost among the Company’s concerns. For this reason, Team Members are expected to assist the Company in maintaining safe working conditions. Team Members are required to follow common sense safety practices and to correct or report any unsafe condition to their supervisor or Management.

Team Members are required to report to work during each scheduled workday able to safely and competently perform their job duties. If a Team Member is unable to safely or competently perform their job duties for any reason they are required to inform their supervisor or Management. Additionally, Team Members who observe or experience unsafe working conditions are required to immediately report the unsafe working conditions.

All workplace accidents, injuries and illnesses involving Team Members, even those that are not serious, must be immediately reported to a supervisor, a manager or Management. Similarly, all accidents and injuries involving the Company’s customers, vendors, contractors or any other person who is on company premises, even those that are not serious, must be immediately reported.

It is only through full knowledge of every accident or injury that the Company can become a safer, healthier place to work for everyone. Team Members’ notification to the Company of unsafe working conditions or of workplace accidents, injuries or illnesses is essential to enforcing this policy. Team Members may be assured that they will not be penalized in any way for reporting unsafe working conditions or workplace accidents, injuries or illnesses.

## Solicitation and Distribution of Literature

In order to maintain efficient operation of the Company's business, to prevent distraction of Team Members, and to avoid misinterpretations of endorsement, the Company has a policy regarding solicitations and distribution of literature on Company property. The Company has established rules applicable to all Team Members governing solicitation, distribution of written material and entry onto the premises and work areas. All Team Members are expected to comply strictly with these rules. Any Team Member who is in doubt concerning the application of the following rules should consult with her or his supervisor or other management official.

* No Team Member shall solicit or promote support for any cause or organization during his or her working time or during the working time of the Team Member or Team Members at whom such activity is directed.
* No Team Member shall distribute or circulate any written or printed material, unrelated to the Company’s business, in work areas at any time, or during his or her working time or during the working time of the Team Member or Team Members at whom such activity is directed. This rule applies to distribution-circulation either via means of in-person delivery or electronic submission.
* Under no circumstances will non-Team Members be permitted to solicit or to distribute written material for any purpose on Company property.

# COMPANY PROPERTY

## Confidential Information

There are many aspects of MCS’s business operations that are confidential. As such, Team Members may have access to the Company’s confidential information during the course of their employment.

“Confidential Information” may include, without limitation, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to trade secrets, business processes, practices, methods, plans, research, operations, strategies, techniques, agreements, transactions, negotiations, computer programs, software, applications, operating systems, web design, databases, manuals, systems, supplier/vendor information, financial information, legal information, marketing, advertising, pricing, personnel information, reports, internal controls, graphics, drawings, sketches, market studies, formulae, algorithms, designs, styles, models, ideas, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, specifications, customer information, manufacturing information, distributor lists, and buyer lists of the Company, or of any existing or prospective customer, supplier, investor or other associated third party, or of any other person or entity that has entrusted information to the Company in confidence.

This information is confidential and Team Members are strictly prohibited from disclosing all or any portion of this information to anyone outside the Company including family members, customers or others, at any time during the period of employment and at any time thereafter. Team Members violating this policy will be subject to disciplinary action, up to and including immediate termination.

In addition, during the term of employment, Team Members may create or otherwise come into possession of certain documents, files, records, data disks, financial information, reports, and/or other writings that are confidential in nature and the property of the Company (“Company Property”). Company Property shall remain the property of the Company. Prior to the final date of employment, for any reason, Team Members shall return all Company Property in a Team Member’s possession or custody, without retaining any copies thereof.

Protecting Company Property and the Confidential Information of the Company is the responsibility of every Team Member. Team Members are encouraged to take all steps necessary to protect this information from accidental, improper or unauthorized release and disclosure. A violation of this policy and of the agreement will subject the Team Member to disciplinary action, up to and including termination of a Team Member’s at-will employment.

If a Team Member has entered into a confidentiality agreement with the Company with terms that conflict with this policy, the terms of the Team Member’s signed agreement are controlling.

## Computer, Phone and Internet Use Policy

MCS’s computers, laptops, tablets, disk drives, phone systems, cell phones, desk phones, email system, internet, intranet, networks, voicemail system and other means of electronic storage and communication are business tools made available to Team Members in order to enhance efficiency in job performance and are provided solely for the purpose of conducting Company business. These systems should be used for Company business only, and not for personal purposes.

Team Members have no reasonable expectation of privacy in, and may not withhold permission for searches of the Company’s electronic communication systems. All such systems are subject to periodic, unannounced inspections at the Company’s discretion for any reason deemed necessary by the Company. MCS has access to all such information regardless of the use of passwords or other security protection.

Information created or stored on the Company’s electronic storage or communication systems may be subject to access at any time. Deletion of an email or voicemail message or other personal document does not necessarily result in it being permanently removed from the Company’s systems. Phone calls and emails during business hours, both incoming and outgoing, whether on your own device or a Company device, should be confined to those which are necessary to conduct Company business, as such communications may be monitored by the Company in the usual course of business. Personal communications should be kept to a minimum, such as to address personal emergencies.

MCS’s electronic storage and communication systems may not be used in any way that may be disruptive to the workplace or that violates Company policy or law. Team Members are expected to use the Company’s electronic storage and communication systems with the same degree of respect, professionalism and courtesy that is expected of personal face-to-face interactions. The Company applies the same policies in dealing with electronic communications as it applies generally, and therefore, all policies, including but not limited to, confidentiality and non-harassment, apply to the Company’s electronic storage and information systems.

Team Members who violate this policy may be subject to disciplinary action, including and up to, termination of employment.

## Inspections and Searches on Company Premises

MCS believes that maintaining a workplace that is free of drugs, alcohol, and other harmful materials is vital to the health and safety of its Team Members and to the success of the Company’s business. MCS also intends to protect against the unauthorized use and removal of Company property. In addition, MCS intends to assure its access at all times to Company premises and property, equipment, information, records, documents, and files. Accordingly, MCS has established this policy concerning inspections and searches on Company premises.

In order to assure access at all times to Company property, and because Team Members properly in possession of Company property or information related to Company business may not always be available to produce the property or information when needed in the ordinary course of the Company’s business, MCS reserves the right to conduct a routine inspection or search at any time for Company property on Company premises.

Team Members have no reasonable expectation of privacy in, and may not withhold permission for searches of containers supplied by MCS, including desks, work areas, file cabinets, lockers, Company vehicles, computer files, voice mails, emails or similar places where Team Members may store Company property or Company related information, whether or not the places are locked or protected by access codes and/or passwords.

Because even a routine search for Company property might result in the discovery of a Team Member’s personal possessions, all Team Members are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to the Company.

Team Members who refuse to cooperate during an inspection or search will not be forcibly detained or searched. They will be informed, however, that MCS will base any disciplinary decision on the information that is available, including their refusal to consent to the search as well as the information that gave rise to a reasonable suspicion that the Team Members were in possession of prohibited materials, if applicable, and that their failure or refusal to cooperate could deprive the Company of information that may clear them of suspicion. In addition, MCS reserves the right to take appropriate action to prevent the unauthorized removal from Company premises of Company property.

# TIME OFF AND LEAVES OF ABSENCE

Leaves of absence are approved at the discretion of the Company when permitted and in accordance with governing state, federal and local laws. Team Members should contact Management as soon as they become aware of a need for a leave of absence.

MCS expressly forbids any type of discrimination, disciplinary action, or retaliatory behavior towards any Team Member expressing a need for, or who takes time off under, leave provided for by state, federal or local law.

Benefit accruals such as sick leave will be suspended during the leave pursuant to applicable law, and will resume upon return to active employment.

If MCS finds that a Team Member has provided fraudulent information about the reason(s) for or length of leave, the Team Member may be subject to disciplinary action, up to and including termination of employment. Working at another job while on a leave provided for by state, federal or local law or any other authorized leave of absence may be grounds for immediate discharge, to the extent permitted by applicable law.

The following leave policies are provided in accordance with state, federal and local law. These policies apply as long as the Company meets the required threshold for employing the minimum number of Team Members to be covered by the laws on which these policies are based.

## Family and Medical Leave

MCS provides family and medical leave (“FML”) pursuant to the federal Family and Medical Leave Act (“FMLA”), and the California Family Rights Act (“CFRA”), which provide for unpaid, job-protected leave to covered Team Members in certain circumstances. This policy provides Team Members with information concerning FMLA and CFRA entitlements and obligations Team Members may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with leave under the CFRA and any other leave provided under applicable law.

Eligibility Conditions

To be eligible for leave under this policy, you must: (1) have been employed by the Company for a total of at least 12 months at any time prior to the commencement of a qualifying leave, which need not be consecutive (CFRA and FMLA); (2) have worked for the Company for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave (CFRA and FMLA); and (3) be employed at a worksite where 50 or more Team Members are located within 75 miles of the worksite (FMLA only).

For Team Members with no fixed worksite, the worksite is the site to which they are assigned as their home base, from which their work is assigned, or to which they report.

Leave Entitlement

The FMLA and CFRA provide eligible Team Members up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period.

Leave will be granted to eligible Team Members for any of the following purposes:

* the birth of the Team Member's child, or placement of a child with the Team Member for adoption or foster care, and in order to care for that child (CFRA and FMLA);
* to care for a spouse, parent, son or daughter\* with a serious health condition (CFRA and FMLA);
* to care for a child of any age, parent-in-law, grandparent, grandchild, sibling, domestic partner, or designated person\*\* with a serious health condition (CFRA only);
* to care for your own serious health condition, which renders you unable to perform any of the essential functions of your position (CFRA and FMLA);
* a qualifying exigency of a spouse, son, daughter, or parent who is a military member on covered active duty or called to covered active duty status, or has been notified of an impending call or order to covered active duty (CFRA and FMLA); or
* a qualifying exigency of a domestic partner or parent-in-law who is a military member on covered active duty or called to covered active duty status, or has been notified of an impending call or order to covered active duty (CFRA only).

\*Under the FMLA, the term “son or daughter” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either (1) under 18 years of age, or (2) 18 years of age or older and incapable of self-care because of a mental or physical disability.

\*\*Under the CFRA, a “designated person” means any individual related by blood or whose association with the Team Member is the equivalent of a family relationship. The designated person may be identified by the Team Member at the time the Team Member requests the leave. The Company limits Team Members to one designated person per 12-month period for family care and medical leave.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, son, daughter, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service, as defined by the FMLA's regulations (known as military caregiver leave).

Calculating the 12-Month Period

For purposes of calculating the 12-month period during which 12 weeks of family and medical leave or qualifying exigency leaves may be taken, the Company uses a rolling 12-month period measured backward from the date a Team Member uses their FML leave.

For leave to care for a covered servicemember, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves.

Intermittent Leave and Reduced Leave Schedules

You may take FML leave intermittently (in blocks of time, or by reducing your normal weekly or daily work schedule) if the leave is for your own serious health condition or a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one hour.

MCS will reduce an exempt Team Member’s salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced leave schedule, MCS may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

Pregnancy, Childbirth or Related Conditions and Baby Bonding

Leave because of a disability for pregnancy, childbirth or related medical condition is not counted as time used under the CFRA. However, time off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under the FMLA. Team Members who take time off for pregnancy disability and who are eligible for FMLA will be placed on FMLA that runs at the same time as their pregnancy disability leave.

Once the pregnant Team Member is no longer disabled, or once the Team Member has exhausted pregnancy disability leave and has given birth, the Team Member may apply for leave under the CFRA for purposes of baby bonding.

Any CFRA leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the Company will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. The Company may also grant additional requests for leave lasting less than two weeks at its discretion. Any FMLA or CFRA leave taken must be concluded within one year of the birth or placement of the child with the Team Member.

Duty to Provide Advance Notice of the Need for Leave

Team Members are required to give advance notice of their need for a leave whenever such need is foreseeable. The notice should describe the reason for the requested leave, the anticipated duration of the leave, and the anticipated date the leave will begin. Team Members ordinarily must provide at least 30 days advance notice in writing to Management. If the leave is not foreseeable at least 30 days in advance, the Team Member must give as much advance notice as is practicable. Calling out "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FML leave under this policy. Team Members must respond to the Company's lawful questions to determine if absences are potentially FML-qualifying. If Team Members fail to explain the reasons for FML leave, the leave may be denied.

Notice of Eligibility for, and Designation of, FML Leave

When eligible for FML leave, Team Members are entitled to receive written notice of: (1) their rights and responsibilities in connection with such leave; (2) the Company's designation of leave as FMLA/CFRA-qualifying or non-qualifying, and if not qualifying, the reasons why; and (3) the amount of leave, if known, that will be counted against the Team Member's leave entitlement.

The Company may retroactively designate leave as FMLA/CFRA leave with appropriate written notice to Team Members. In other cases, the Company and Team Member can mutually agree that leave be retroactively designated as FMLA/CFRA leave.

Medical Certifications

MCS requires Team Members to provide certification of their need for leave. You will have 15 calendar days from the Company's request for certification to provide it to the Company, unless it is not practicable to do so. The Company may require recertification from the health care provider if you request additional leave upon expiration of the time period in the original certification. (For example, if you need two weeks of family and medical leave, but following the two weeks you need intermittent leave, a new medical certification will be requested and required.) If the Team Member does not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Company may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered FML leave.

If the leave is needed to care for a covered sick family member, you must provide a certification from the health care provider stating:

* Date of commencement of the serious health condition;
* Probable duration of the condition;
* Estimation of the frequency and duration of the leave required to care for the family member; and
* Confirmation that the serious health condition warrants your participation.

If your own serious health condition is the reason for leave, you must provide a certification from the health care provider stating:

* Date of commencement of the serious health condition;
* Probable duration of the condition; and
* Your inability to work at all or to perform any one or more of the essential functions of your position because of the serious health condition.

If you are absent because of your own serious health condition, the Company will also require a medical release to return to work form or certification from your health care provider that you are able to resume work. Failure to provide a release to return to work certificate from your health care provider will result in denial of reinstatement until the certificate is obtained.

A leave taken due to a “qualifying exigency” related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a servicemember must be supported by a certification by the servicemember's health care provider or other certification allowed by law. Special certification requirements apply to leaves related to military service.

Substitution of Paid Leave

Generally, FML leave is unpaid. A Team Member may elect to use or the Company may require a Team Member to use any accrued vacation time or other accrued paid time off that the Team Member is eligible to take during the otherwise unpaid portion of the leave. A Team Member may also elect to use, or the Company may require a Team Member to use, any accrued sick leave that the Team Member is eligible to take during the otherwise unpaid portion of a CFRA leave if the CFRA leave is for the Team Member's own serious health condition or any other reason if mutually agreed between the employer and the Team Member.

No Work While on Leave

The taking of another job while on FML leave may be grounds for immediate discharge, to the extent permitted by applicable law.

Reporting Changes to Anticipated Return Date

If a Team Member's anticipated return to work date changes and it becomes necessary for the Team Member to take more or less leave than originally anticipated, the Team Member must provide the Company with reasonable notice of the Team Member's changed circumstances and new return to work date. If Team Members give the Company unequivocal notice of their intent not to return to work, they will be considered to have voluntarily resigned and the Company's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions will cease.

Reinstatement

Under most circumstances, upon return from FML leave you will be reinstated to your original job or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, a Team Member has no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if a Team Member on FML leave would have been laid off had they not gone on leave, or if the Team Member's job is eliminated during the leave and no equivalent or comparable job is available, then the Team Member would not be entitled to reinstatement.

Any request for additional leave for a Team Member’s own serious health condition after the leave period provided by law has ended will be treated as a request for disability accommodation.

Administration of Policy

The Company intends to administer this policy in accordance with the requirements of the state and federal laws regulating family and medical leaves. The Company is committed to complying with the FMLA and CFRA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA and CFRA. Whenever permissible by law, the Company will run FMLA leave concurrently with the CFRA and any other leave provided under state or local law.

If Team Members believe their FMLA rights have been violated, they should contact Management. The Company will investigate any such complaints and take prompt and appropriate remedial action to address and/or remedy any violation.

## Pregnancy Disability Leave

Team Members disabled by pregnancy, childbirth or related medical conditions, are eligible to take a pregnancy disability leave (PDL). If affected by pregnancy or a related medical condition, Team Members also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Team Members disabled by qualifying conditions may also be entitled to other reasonable accommodations where doing so is medically necessary.

Terms of Leave

PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four (4) months per pregnancy. For purposes of this policy, "four months" means time off for the number of days the Team Member would normally work within the four calendar months (one-third of a year or 17 1/3 weeks), following the commencement date of taking a pregnancy disability leave. Team Members working a part-time schedule will have their PDL calculated on a pro-rata basis.

PDL does not need to be taken in one continuous period of time, but can be taken on an intermittent basis pursuant to the law.

Notification Requirements

To receive reasonable accommodation, obtain a transfer or take a PDL, Team Members must provide sufficient notice so the Company can make appropriate plans. Thirty days' advance notice is required if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

Medical Certifications

Team Members are required to obtain a certification from their health care provider of the need for pregnancy disability leave or the medical advisability of an accommodation or for a transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains: (1) a statement that the Team Member needs to take pregnancy disability leave because she is disabled by pregnancy, childbirth or a related medical condition; (2) the date on which the Team Member became disabled because of pregnancy; and (3) the estimated duration of the leave. Upon request, the Team Member will be provided with a medical certification form that the Team Member can take to her doctor.

A medical certification indicating disability necessitating an accommodation or transfer is sufficient if it contains: (1) a description of the requested reasonable accommodation or transfer; (2) a statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

As a condition of returning from PDL or transfer, the Company requires the Team Member to obtain a release from a health care provider stating that she is able to resume the original job duties with or without reasonable accommodation.

Leave’s Effect on Benefits

PDL is unpaid. We require that Team Members use any available sick time during the PDL. The substitution of any paid leave will not extend the duration of the PDL.

We encourage Team Members to contact the California Employment Development Department (EDD) regarding eligibility for state disability insurance for the unpaid portion of the leave.

Reinstatement

If Team Members do not return to work on the originally scheduled return date, nor request in advance an extension of the agreed upon leave with appropriate medical documentation, they may be deemed to have voluntarily terminated their employment with the Company. Upon return from a covered PDL, the Team Member, in most instances, will be reinstated to the same position.

## Extended Medical Leave

On occasion, a Team Member may need a medical leave of absence that extends beyond limits under any state or federal mandatory leave law. In addition, there may be circumstances when a Team Member needs a medical leave allowed under disability laws and in accordance with this policy. In these situations, a medical leave of absence may be granted for disabilities based upon a health care provider’s written certification of a qualifying disability. Such disability leaves will be considered on a case-by-case basis, consistent with the Company's obligations under federal and state disability laws. Team Members should request any leave in writing as far in advance as possible.

A medical leave begins on the first day your doctor certifies that you are unable to work. MCS will require medical documentation from your healthcare provider showing the date you became disabled and the anticipated date you will be able to return to work. A Team Member returning from a medical disability leave must present a doctor's certificate declaring fitness to return to work.

Upon return from medical leave, you will be offered the same position you held at the time your leave began, if available and/or as required by law. If your former position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. MCS will comply with any reinstatement obligations under state or federal law.

California workers' compensation laws govern work-related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth, and related medical conditions.

Disability leaves under this section are unpaid. Team Members on leave due to a medical condition or disability may be eligible to receive state disability compensation through State Disability Insurance (SDI) or Paid Family Leave (PFL). In both instances, Team Members must directly contact the California Employment Development Department (EDD).

## Military Service Leave

Team Members requiring a leave of absence for military service will be provided leave and will be re-employed at the end of the leave pursuant to the Uniformed Services Employment and Reemployment Rights Act and applicable state law. The policy covers those Team Members who enter active military duty and extends to Reservists or National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training.

Team Members must provide advance written or verbal notice to the Company for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. A Team Member should provide notice as far in advance as is reasonable under the circumstances.

The period a Team Member has to make application for reemployment or report back to work after military service is based on time spent on military duty. For service of less than 31 days, the service member must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight-hour rest period. For service of more than 30 days but less than 181 days, the service member must submit an application for reemployment within 14 days of release from service. For service of more than 180 days, an application for reemployment must be submitted within 90 days of release from service.

Any Team Member who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Militia shall be entitled to a temporary leave of absence without pay while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises or like activity as such member, providing that the period of ordered duty does not exceed 17 calendar days annually including time involved in going to and returning from such duty.

## Military Spousal Leave

Qualified Team Members will be given up to 10 days leave during the time in which the Team Member’s spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict.

Qualifying Team Members are Team Members who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Reserves or the National Guard and has been deployed during a period of military conflict.

Qualifying Team Members who wish to request this leave must provide the Company with a written request for such leave within two business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The Team Member must also provide written documentation to the Company certifying that the military member will be on military leave from deployment.

## Bereavement Leave

Team Members who have completed 30 days of employment may take up to five days of bereavement leave upon the death of a family member. A “family member” means a spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. The days of bereavement leave need not be consecutive. The bereavement leave must be completed within three months of the date of death of the family member.

Bereavement leave is unpaid. However, a Team Member may elect to sick leave that is otherwise available to the Team Member.

The Company reserves the right to request documentation of the death of the family member. Documentation may include, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The Company will maintain the confidentiality of any Team Member requesting bereavement leave.

Additional time off may be granted at the Company’s discretion. MCS will not deny a Team Member the right to take bereavement leave, nor discharge, threaten to discharge, demote, suspend, or in any manner discriminate or retaliate against a Team Member for taking or requesting bereavement leave.

## Jury Duty and Witness Leave

Any Team Member called to serve on jury duty or subpoenaed as a witness shall be entitled to be absent from work. Team Members are expected to report to work whenever the court schedule permits. Exempt Team Members who work a portion of a workweek in which they also serve on jury duty or as a witness will receive their full salary for the workweek.

Team Members must show the jury duty summons or their subpoena as a witness to their immediate supervisor as soon as possible so that arrangements can be made to accommodate their absence.

## Leave for Victims of Crime and Abuse

MCS will not discharge or in any manner discriminate or retaliate against a Team Member who is a victim of crime or abuse. For purposes of this policy, “victim of crime or abuse” refers to (A) a victim of stalking, domestic violence, or sexual assault; (B) a victim of a crime (regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime) that caused physical injury or that caused mental injury and a threat of physical injury; and (C) a person whose immediate family member is deceased as the direct result of a crime.

The Company will permit a victim of crime or abuse to take time off from work to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the victim or their child. Additionally, the Company will permit a victim of crime or abuse to take time off work for the following purposes:

(1) To seek medical attention for injuries related to the crime or abuse.

(2) To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse.

(3) To obtain psychological counseling or mental health services related to an experience of crime or abuse.

(4) To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

In order to take time off, the Team Member must provide reasonable advance notice unless doing so is not feasible. When an unscheduled absence occurs, the Company will not take any action against the Team Member if the Team Member provides proof explaining the reason for their absence within a reasonable time. Proof can be a police report, court order, doctor’s or counselor’s note or similar document, or any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the Team Member, or an individual acting on the Team Member’s behalf, certifying that the absence is for a purpose authorized by applicable law.

Additionally, Team Members who have been victims of serious or violent felonies, or felonies relating to theft or embezzlement, may take time off work to attend judicial proceedings related to the crime. Team Members also may take time off if an immediate family member has been a victim of such crimes and the Team Member needs to attend judicial proceedings related to the crime. Team Members must provide a copy of the court notice given to the victim of each scheduled proceeding before taking time off, unless advance notice to the Company of the need for time off is not feasible. When advance notice is not feasible, the Team Member must provide the Company with documentation evidencing the judicial proceeding within a reasonable time after the absence. The documentation may be from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim.

Team Members may choose to use paid sick leave that is otherwise available to the Team Member when taking time off under this policy.

A victim of crime or abuse may also request a reasonable accommodation for their safety while at work. MCS will then engage in a timely, good faith, interactive process with the Team Member to determine effective reasonable accommodations. The Company will consider any exigent circumstance or danger facing the Team Member to determine whether an accommodation is reasonable. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation. Reasonable accommodations may include putting in locks, changing the Team Member’s shift or phone number, transferring or reassigning the Team Member, helping the Team Member to document instances of crime or abuse, implementing a safety procedure or another adjustment to a job structure, workplace facility, or work requirement, or referral to a victim assistance organization.

The Company will maintain as confidential any verbal or written statement, police or court record, or other documentation provided to the Company identifying a Team Member as a victim of crime or abuse. Such information will not be disclosed by the Company except as required by state or federal law or as necessary to protect the Team Member’s safety in the workplace.

## Organ and Bone Marrow Donation Leave

A Team Member is entitled to a paid leave of absence not exceeding 30 business days, and an additional unpaid leave of absence not exceeding 30 business days, in any 12-month period beginning from the date the leave begins for the purpose of donating their organ to another person. In addition, a Team Member is entitled to a paid leave of absence not exceeding 5 business days in any twelve-consecutive month period beginning from the date the leave begins for the purpose of donating their bone marrow to another person. Team Members must be employed for at least a 90-day period immediately preceding the beginning of leave. In order to be entitled to a leave of absence, the Team Member shall provide written verification to the Company that they are an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

As a condition of a Team Member’s initial receipt of bone marrow or organ donation leave, the Team Member is required to take up to 5 days of earned but unused sick leave for bone marrow donation and up to 2 weeks of earned but unused sick leave for organ donation. Leave provided for pursuant to this policy may be taken in one or more periods.

## Time Off for Voting

In the event that a Team Member does not have sufficient time outside of working hours to vote in a statewide election, the Team Member may take off enough working time to enable him or her to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time. Under these circumstances, a Team Member will be allowed a maximum of two hours on the election day without loss of pay. Where possible, the Team Member shall give their supervisor or manager at least two days’ notice that time off to vote is needed.

## Time Off to Participate in a Child’s School Activities

If a Team Member is the parent, guardian, stepparent, foster parent, or grandparent of a child (of the age to attend kindergarten through grade 12), they may take time off up to 40 hours each year for the purpose of either of the following child-related activities:

* To find, enroll, or reenroll the child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider, if prior to taking the time off, the Team Member gives reasonable notice of the planned absence of the Team Member, with such time off not to exceed eight hours in any calendar month of the year; or
* To address a child care provider or school emergency, if the Team Member gives notice to the employer.

Such leave is unpaid. Team Members must, prior to a planned absence, give reasonable notice to their supervisor for anticipated time off. Team Members will not be disciplined in any way for taking this time off.

If a Team Member is the parent or guardian or grandparent with custody of a child who has been suspended from school and receives a notice from the child’s school requesting that they attend a portion of a school day in the child’s classroom, they may take unpaid time off from work to appear at the school. The Team Member must, prior to the planned absence, give reasonable notice to a supervisor that they have been requested to appear at the child’s school. Team Members will not be disciplined in any way for taking this time off.

## Emergency Responder Leave

MCS provides unpaid leave to eligible Team Members who are volunteer firefighters, reserve peace officers or emergency rescue personnel so that such Team Members may respond to a call to emergency duty. Additionally, the Company provides unpaid leave, up to 14 days per calendar year, to such Team Members so that they may engage in scheduled fire, law enforcement or emergency rescue training.

Team Members should notify the Company of their status as a volunteer firefighter, reserve peace officer or emergency rescue personnel. Additionally, Team Members should provide as much advanced notice as practicable of the need for leave under this policy when they are called to emergency service or scheduled training.

## Civil Air Patrol Leave

MCS provides eligible Team Members who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to 10 days of unpaid leave per calendar year. Leave for a single emergency operational mission will generally be limited to three days unless an extension is granted by appropriate government entities and approved by the Company.

## Alcohol and Drug Rehabilitation Leave

MCS will reasonably accommodate any Team Member who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, unless doing so would cause undue hardship to the Company. MCS will also make reasonable efforts to keep confidential the fact that a Team Member has made such request. Nothing in this policy prevents the Company from discharging a Team Member who, because of the Team Member’s current use of drugs or alcohol, is unable to perform their job duties; cannot perform their job duties without endangering their health and safety; or who cannot perform their job duties without endangering the health or safety of others.

# A FEW CLOSING WORDS

This handbook is intended to give Team Members a broad summary of things they should know about MCS. The information in this handbook is general in nature and, should questions arise, Management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, MCS, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Team Members should not hesitate to speak to Management if they have any questions about the Company or its personnel policies and practices.

**ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK**

I have received a copy of Metcalf Construction Services, LLC’s Team Member Handbook. I understand and agree that it is my responsibility to read and comply with the policies contained in this handbook. I further understand that all previously issued handbooks, and any inconsistent policy statements or memoranda, are superseded by this Team Member Handbook.

I understand and agree that my relationship with the Company is “at-will,” which means that my employment is for no definite period and may be terminated by me or by the Company at any time, with or without cause or advance notice. I also understand that the Company may demote or discipline me or otherwise alter the terms of my employment at any time at its discretion, with or without cause or advance notice. I further understand that nothing in the Team Member Handbook alters my at-will employment relationship.

I understand that no one other than the Company’s Owner(s) has the authority to alter this at-will employment arrangement, or to enter into an agreement for employment for a specified period of time, or to make any express or implied agreement contrary to this policy. Furthermore, any such agreement must be in writing and must be signed by the Owner(s). I understand that no other Team Member or representative of the Company has any authority to enter into any such agreement, and that any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing and signed by me and the Owner(s).

I further understand that the policies contained in the handbook are guidelines only and are not intended to create any contractual rights or obligations, express or implied. I also understand that the Company has the right to amend, interpret, modify, add or withdraw any of the policies, procedures, work rules or benefits set forth in the Team Member Handbook at any time in its sole discretion, with or without notice, except for the Company’s policy of at-will employment.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Team Member Signature

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 Print Name