



MID-CITIES MEDICAL

Employee Handbook
March 2023



Employee Handbook

ABOUT THIS HANDBOOK

This Employee Handbook includes policies that are specific to employees working for us (the “Company”).

We prepared this handbook to help employees find the answers to many questions that employees may have regarding their employment with the Company. Please take the necessary time to read it.

The Company has a formal relationship with Resourcing Edge to manage various aspects of our human resources and payroll activities. All day-to-day operations and all organizational decisions including but not limited to hiring, promotions, discipline, termination, and compensation are the responsibility of the Company. Resourcing Edge is not a party to any agreement between you and the Company such as an employment agreement, bonus or commission plan or agreement, non-competition agreement, or any other agreement. Nothing in this Handbook impacts any existing written and signed agreement between you and the Company. Vacation, sick and paid time off, if any, are obligations of the Company under the plans and policies adopted by the Company whether included in this Handbook or specified elsewhere. Resourcing Edge may assist the Company in the administration of those paid time off plans and policies. However, any and all obligations under the paid time off plans and policies are the sole responsibility of the Company.

This handbook cannot answer all questions. Onsite supervisors and Resourcing Edge personnel also serve as a major source of information. Resourcing Edge can be contacted toll free at 877-703-8010.

This handbook states only general Company guidelines. It is not a contract. Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. The Company adheres to the policy of employment at will, which permits the Company or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

The Company may, at any time, in its sole discretion, adopt new policies, eliminate existing policies, and/or modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the Company Owner.

Nothing in this handbook is intended to nor should it be interpreted as interfering with your right to engage in concerted protected activity regarding your terms and conditions of employment. If you have any

questions regarding what any provision in this handbook means, please ask your supervisor or Human Resources.

If any applicable federal, state, or local law differs from the policies described in this Employee Handbook, the Company will comply with the applicable law. Please consult with Human Resources if you have any questions concerning how your state or local workplace requirements may differ from information presented here.

This handbook supersedes all prior handbooks; however, the Company's policies regarding worksite matters, remain in effect and can be requested from your supervisor.

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Section 1 - Governing Principles of Employment

1-1. Mission Statement

Our Mission is simple:

We will do whatever is needed to serve our Veteran patients, their Caregivers and our VA Customers.

Our only business is the delivery of “World-Class Customer Service” and equipment to every Customer every time.

Mid-Cities Medical will do this by employing the following standards:

- Provide only quality, branded products and equipment.
- Being committed to ongoing quality improvement. When problems are discovered, we take ownership, take decisive actions to resolve the concern and take preventative actions to assure those events are not repeated in the future.
- Focusing staff on high ethical standards, equipment, program and safety training; while assuring that we meet or exceed the National Patient Safety Goals through compliance monitoring
- We employ well-trained, dedicated and professional team members to ensure Mid-Cities Medical provides compassionate, state of the art care through continuous team member education and training.
- Every team member is empowered with the ability to “do the right thing” for our VA Healthcare providers and Veteran patients.

Mid-Cities Medical takes our role in the provision of healthcare services seriously, and we treat our Veteran patients and their Caregivers with honor, respect, and compassion in the spirit of their military service.

1-2. Vision Statement

Our Vision is simple:

To be the first choice Home Oxygen Care Vendor for every VA Medical Center in the Nation; due to the quality of care and “World Class Customer Service” we provide to every Veteran patient, Caregiver and VA Customer every time, 24 hours a day, 7 days a week and 365 days a year.

1-3. Employment at Will

Employment with the Company is “at will.” You are free to leave the Company at any time, with or without a reason and with or without notice. The Company also has the right to end your employment at any time, with or without a reason and with or without notice. Further, the Company has the right to manage its work force and direct its employees. This includes the right to hire, transfer, promote, demote, reclassify, lay off, terminate, or change any term or condition of employment at any time, with or without a reason and with or without notice unless otherwise required by law.

No one other than the Company Owner may enter into an agreement for employment for a specific period of time or make any agreement contrary to the policy of at-will employment and any such agreement must be in writing and signed by the Company’s Owner.

1-4. Equal Employment Opportunity

The Company is an equal opportunity employer. Equal employment opportunity is not only good practice – it's the law and applies to all areas of employment, including recruitment, selection, hiring, training, transfer, promotion and demotion, termination, compensation and benefits.

As an equal opportunity employer, the Company prohibits unlawful discrimination based on race, religion, creed, color, national origin or ancestry, sex (including pregnancy, childbirth and related medical conditions, lactation and breastfeeding), age, marital status, sexual orientation, gender, gender identity, gender expression, genetic information, disability, veteran or military status, or any other basis that would be in violation of any applicable federal, state or local law.

1-5. Reasonable Accommodation of Individuals' Religious Beliefs and Practices

The Company is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees, unpaid interns, and volunteers may request an accommodation when their religious beliefs cause a deviation from the Company dress or grooming code, or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that the Company will consider are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you require a religious accommodation, speak with your Managers or Human Resources.

1-6. Disability Accommodation

The Company recognizes and supports its obligation to reasonably accommodate job applicants and employees with disabilities. The Company will provide reasonable accommodation to otherwise qualified job applicants and employees with known disabilities, unless doing so would impose an undue hardship on the Company or pose a direct threat of substantial harm to the employee or others.

An applicant or employee who believes he or she needs a reasonable accommodation of a disability should discuss the need for possible accommodation with Human Resources, his or her direct supervisor. Upon receiving an accommodation request, the Company shall engage in a timely interactive process with the employee to identify possible accommodations.

The Company strictly prohibits any form of retaliation for making a request for reasonable accommodation. If you believe someone has violated this no-retaliation policy, you should bring the matter to the immediate attention of Human Resources. Violations of this policy against retaliation may result in discipline, up to and including termination.

1-7. Lactation Accommodation

As part of our family-friendly policies and benefits, the Company supports breastfeeding mothers by accommodating the mother who wishes to express milk during her workday. In accordance with applicable

law, the Company will provide reasonable break time for an employee to express breast milk for her nursing child. The Company will provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. Please speak to Human Resources about these accommodations or if you have questions regarding this policy.

1-8. Discrimination, Harassment and Retaliation Prevention

The Company strives to maintain a workplace that fosters mutual employee respect and promotes productive working relationships. **Discrimination, harassment and/or retaliation based on any legally protected characteristic is prohibited and will not be tolerated.** The Company does not tolerate and prohibits discrimination, harassment or retaliation of or against our job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, manager, vendor, customer, or any third party on the basis of race, religion, creed, color, national origin or ancestry, sex (including pregnancy, childbirth and related medical conditions, lactation and breastfeeding), age, marital status, sexual orientation, gender, gender identity, gender expression, genetic information, disability, veteran or military status, or any other basis that would be in violation of any applicable federal, state or local law. The Company is committed to a workplace free of discrimination, harassment and retaliation.

Discrimination Defined. Discrimination under this policy means treating differently or denying or granting a benefit to an individual because of the individual's protected characteristic.

Harassment Defined. Harassment is defined in this policy as unwelcome verbal, visual or physical conduct based on a legally protected characteristic that creates an intimidating, offensive, or hostile work environment. Harassment can be verbal (including ethnic or racial slurs, jokes, insults, epithets, gestures and/or teasing), graphic/written (including offensive posters, symbols, cartoons, drawings, computer displays, e-mails, text messages and/or social media posts) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a professional and respectful manner.

Sexual Harassment Defined. Sexual harassment or "sex-based" harassment includes harassment based on an individual's sex or gender and can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature.

Examples of conduct that violates this policy include, but are not limited to:

- unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement;
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
- obscene or vulgar gestures, posters, or comments;
- sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies;
- propositions, or suggestive or insulting comments of a sexual nature;
- derogatory cartoons, posters, and drawings;

- sexually-explicit e-mails or voicemails;
- uninvited touching of a sexual nature;
- unwelcome sexually-related comments;
- conversation about one's own or someone else's sex life;
- conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
- teasing or other conduct directed toward a person because of the person's gender.

Harassment based on sex also includes non-sexual conduct. Often termed "gender harassment," this is hostile behavior devoid of sexual interest. Gender harassment can include gender-based epithets, sexist comments (such as telling anti-female jokes), and remarks that are unrelated to sex but still motivated by the targeted individual's gender.

Sex-based harassment also includes harassment based on (1) gender stereotyping, (2) pregnancy, childbirth and related medical conditions including lactation, (3) gender identity including an individual's transgender status or intent to transition, and (4) sexual orientation.

Retaliation Defined. Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to: shunning and avoiding an individual who reports harassment, discrimination or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; and denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process described below. Employees shall not be retaliated against as a result of bringing forward a complaint or participating in any investigation in connection with this policy.

ALL DISCRIMINATION, HARASSMENT AND RETALIATION IS UNACCEPTABLE IN THE WORKPLACE AND IN ANY WORK-RELATED SETTINGS SUCH AS BUSINESS TRIPS AND BUSINESS-RELATED SOCIAL FUNCTIONS, REGARDLESS OF WHETHER THE CONDUCT IS ENGAGED IN BY A SUPERVISOR, CO-WORKER, CLIENT, CUSTOMER, VENDOR, OR OTHER THIRD PARTY.

Reporting Procedures. The following steps have been put into place to ensure the work environment at the Company is respectful, professional, and free of discrimination, harassment and retaliation. If an employee believes someone has violated this policy or our Equal Employment Opportunity policy, the employee should promptly bring the matter to the immediate attention of Human Resources. If either of these individuals is the person toward whom the complaint is directed, the employee should contact any higher level manager in your reporting chain. Employees are encouraged to report conduct that they believe constitutes unlawful harassment (or that, if left unchecked, may rise to the level of unlawful harassment), even if they are not sure if the conduct violates the policy.

Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to senior management or Human Resources.

Investigation Procedures. Upon receiving a complaint, the Company will promptly conduct an impartial and thorough investigation by qualified personnel into the facts and circumstances of any claim of a

violation of this policy or our Equal Employment Opportunity policy. The identity of individuals who report harassment, alleged victims, witnesses, and alleged harassers will be kept confidential to the extent possible, consistent with a thorough and impartial investigation and with relevant legal requirements.

During the investigation, the Company generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Employees are encouraged to respond to questions or to otherwise participate in investigations into alleged harassment. Information obtained during an investigation will be kept confidential to the extent possible, consistent with a thorough and impartial investigation and with relevant legal requirements.

The Company will take immediate and proportionate corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination.

* * * *

Remember, we cannot remedy claimed discrimination, harassment or retaliation unless you bring these claims to the attention of management. Please report any conduct which you believe violates this policy.

1-9. Employment of Family and Employees in Relationship

No relatives of current employees will be hired by the Company if such hiring would create a supervisory relationship between a current employee and a relative. If a relative relationship is established during employment between employees who are in a reporting relationship, the employees must notify Human Resources. The Company may transfer one of the employees if a supervisory relationship exists between the employees and/or take other action in order to avoid an actual or potential conflict of interest, reduce favoritism or even the appearance of favoritism, and prevent issues of potential sexual harassment from arising out of managerial-subordinate relationships.

For the same reasons, the Company also reserves the right to take prompt action if an actual or potential conflict of interest arises involving relatives or individuals involved in a dating or romantic relationship who occupy positions at any level (higher or lower) in the same line of authority. Employees involved in dating or romantic relationships who occupy positions where one of the employees has direct or indirect supervisory authority over the other, must notify Human Resources.

For purposes of this policy, “relative” means spouse, domestic partner, mother, father, son, daughter, sisters, brothers, mother and father-in-law, sons and daughters-in-law, cousins, aunts, and uncles.

1-10. Genetic Information

Federal law prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by the law(s). We respect your medical privacy and take our responsibility to comply with these laws seriously. The Company will not request or require you to provide genetic information except in those limited circumstances allowed by law. If you have any questions about this policy, please speak to your supervisor or Human Resources. If you believe there has

been a violation of this policy, please follow the procedure set forth in the Discrimination, Harassment and Retaliation Prevention policy.

1-11. Confidentiality

It is the Company's policy to protect its proprietary information. Employees, both during and subsequent to their employment with the Company, should take all steps necessary to maintain the confidentiality of the Company's proprietary information. Proprietary information includes, without limitation, sales figures or projections; estimates; customer lists; customer purchasing habits; computer processes and programs; and marketing methods and related data. A breach of this policy would bring irreparable harm to the Company and may result in discipline, up to and including immediate discharge.

If you leave employment with the Company for any reason, we ask that you continue to treat as private and privileged any such proprietary information. You should not use, divulge, or communicate to any person or entity any such information without the express written approval of the Owner. The Company will pursue legal remedies for unauthorized use or disclosure of proprietary information.

Under the federal Defend Trade Secrets Act of 2016, employees shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to an employee's attorney in relation to a lawsuit for retaliation against employee for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

1-12. Open Door Policy

The Company supports an "Open Door" atmosphere where all employees can and should feel comfortable sharing their ideas and suggestions; discussing issues or concerns; seeking information; or resolving problems through open and honest communication with their immediate supervisor and, as appropriate, consulting with any member of the management team. Managers and supervisors are expected to listen, without judgment, to any concern or suggestion that an employee makes and take appropriate action if necessary.

1-13. Disciplinary Process

Violation of Company policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Managers will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent

enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

1-14. Arizona EEO Statement and Nonharassment Policy

Equal Opportunity Statement

The Company is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Manager or any other designated member of management.

Policy Against Workplace Harassment

The Company has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination, Harassment, and/or Retaliation

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify your manager, Human Resources, or Resourcing Edge Employee Complaint Hotline at 833-513-0891, use reference code 5150. If any of these individuals are the person toward whom the complaint is directed, the employee should contact any higher-level manager.

Supervisors and managers who observe conduct or learn of any employee's concern about conduct in violation of this policy are required to report the observation or complaint to a senior member of management or Human Resources.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

1-15. Arizona Accommodations for Nursing Mothers

The Company will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in company refrigerators. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock in and out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt Company operations.

You are encouraged to discuss the length and frequency of these breaks with your Manager.

The Company will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

1-16. California EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Company is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation based on an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, reproductive health

decision-making, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a confidential, prompt, and thorough investigation of all allegations of discrimination, harassment, retaliation, or any violation of the Equal Employment Opportunity Policy. The Company will take appropriate corrective and remedial action, if and where warranted. The Company prohibits retaliation against any employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Managers or any other designated member of management.

Policy Against Workplace Harassment

Company has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, reproductive health decision-making, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws.

This policy protects all applicants and employees (including managers and supervisors) from unlawful harassment and discrimination. This includes harassment by employees, managers, supervisors, contractors, interns, volunteers, vendors, suppliers, and customers. In addition, this policy extends to conduct connected with an individual's work, even when the conduct takes place away from the workplace, such as a business trip or business-related social function.

Harassment

Harassment means disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or

local laws.

While it is not possible to list all the circumstances that may constitute other forms of workplace harassment, some examples of conduct that may constitute workplace harassment include:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on Company premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Sexual Harassment

Sexual harassment means harassment based on sex or conduct of a sexual nature, and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into the following two types:

- Quid pro quo sexual harassment ("this for that"), which includes:
 - Submission to sexual conduct when made explicitly or implicitly a term or condition of an individual's employment.
 - Submission to or rejection of the conduct by an employee when used as the basis for employment decisions affecting the employee.
- Hostile work environment sexual harassment is conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. Examples include:
 - Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails, or gifts.
 - Sex, gender, or sexual orientation-related comments, slurs, jokes, remarks, or epithets.
 - Leering, obscene or vulgar gestures, or sexual gestures.
 - Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
 - Impeding or blocking movement, unwelcome touching, or assaulting others.
 - Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
 - Conduct or comments consistently targeted at one gender, even if the content is not sexual.

Retaliation

Retaliation means any adverse employment action taken against an employee because the employee engaged in activity protected under this policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

Adverse employment action is conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

Examples of retaliation under this policy include but are not limited to: demotion, suspension, reduction in pay, denial of a merit salary increase, failure to hire or consider for hire, refusing to promote or consider for promotion because of reporting a violation of this policy, harassing another employee for filing a complaint, denying employment opportunities because of making a complaint or for cooperating in an investigation, changing someone's work assignments for identifying harassment or other forms of discrimination in the workplace, treating people differently such as denying an accommodation, not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Reporting Discrimination, Harassment, and/or Retaliation

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify your manager, Human Resources, or Resourcing Edge Employee Complaint Hotline at 833-513-0891, use reference code 5150. If any of these individuals are the person toward whom the complaint is directed, the employee should contact any higher-level manager.

Supervisors and managers who observe conduct or learn of any employee's concern about conduct in violation of this policy are required to report the observation or complaint to a senior member of management or Human Resources.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate corrective and/or remedial action where we find a claim has merit. If the Company begins an investigation, we will endeavor to conduct the investigation in a timely manner and will keep the investigation confidential to the extent possible. In the same way, anyone involved in an investigation of harassment has an obligation to keep all information about the investigation confidential. That is why the Company will only share information about a complaint of harassment with those who need to know about it. Failure to keep information about an investigation confidential may result in disciplinary action. Investigations will be documented and tracked for timely resolution.

When the investigation has been completed, the Company will normally communicate the results of the investigation to the complaining individual, to the alleged harasser and, if appropriate, to others who are directly involved. If our policy against harassment is found to have been violated, appropriate corrective

action, up to and including termination, will be taken against the harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

In addition to our internal complaint procedure, employees may also contact either the Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH) to report unlawful harassment. You must file a complaint with the DFEH within three years of the alleged unlawful action. The EEOC and the DFEH serve as neutral fact-finders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact the Office of Human Resources or the nearest EEOC or DFEH office.

Filing of Complaints Outside Company

You may file formal complaints of discrimination, harassment, or retaliation with the agencies listed below. Contact these agencies directly for more information about filing processes.

California Department of Fair Employment and Housing 2218 Kausen Drive, Suite 100 Elk Grove, CA 95758
800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711 contact.center@dfeh.ca.gov
<https://www.dfeh.ca.gov/>https://www.dfeh.ca.gov (main website)
<https://www.dfeh.ca.gov/shpt/><https://www.dfeh.ca.gov/shpt/> (online sexual harassment training courses)

U.S. Equal Employment Opportunity Commission 450 Golden Gate Avenue 5 West P.O. Box 36025 San Francisco, CA 94102-3661 800-669-4000 or 510-735-8909 (deaf/hard-of-hearing callers only)
<http://www.eeoc.gov/employees><http://www.eeoc.gov/employees>

1-17. California Accommodations for Nursing Mothers

The Company is required by law to provide requesting employees that are nursing mothers with certain accommodations to express milk upon request. Accordingly, the Company will provide nursing mothers with:

- Reasonable break time to express milk for their infant child(ren) each time the mother has the need to express milk; and
- A private room or other location in close proximity to their work area, other than a restroom, which is shielded from view and free from intrusion, to express breast milk.

Requesting Accommodation

If you have the need for accommodation, contact your Managers. If the Company cannot provide break time or a location that complies with the above, the Company will provide you with a written response.

Break Times

Regarding break times, you may use your regular paid rest breaks or may take other reasonable break time when needed. If possible, the break time should run concurrently with scheduled meal and rest breaks already provided to you. If the break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, break times will be unpaid except where federal or state law dictates otherwise.

Lactation Room or Location

The provided lactation room or location will:

- Be safe, clean, and free of hazardous materials.
- Contain a surface to place a breast pump and personal items.
- Contain a place to sit.
- 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.

Multipurpose rooms may be used as lactation space if they satisfy the above requirements; however, use of the room for lactation purposes must take priority over other uses.

Milk Storage

Expressed milk can be stored in company refrigerators, refrigerators provided in the lactation room or other location, in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

Expressed milk can be stored in company refrigerators. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also elect to bring a personal cooler for storage.

Retaliation

The Company will not retaliate against employees who request or obtain an accommodation in accordance with this policy.

Right to File Complaint

If you feel the Company is not providing you with adequate break time and/or a place to express milk as provided for in Labor Code § 1030, you may file a report/claim with the Labor Commissioner's Bureau of Field Enforcement (BOFE) at the BOFE office nearest your place of employment. The complaint must be filed within three years of the alleged unlawful action.

In addition, if you believe you have been a victim of retaliation for either asserting a right to lactation accommodation or for complaining to the Labor Commissioner about the failure of the Company to provide this accommodation, you may file a retaliation claim with the Labor Commissioner's Office pursuant to Labor Code § 98.7. This claim must be filed within six months of the alleged retaliation.

Section 2 - Operational Policies

2-1. Employee Classifications

A number of different types of employees are employed by the Company.

Introductory Employees: All employees, during the first 90 days of employment or any extension of that period. Introductory employees may be eligible for some, but not all, Company benefits.

Regular Full-Time Employees: Employees who complete the Introductory Period and who are regularly scheduled to work at least 30 hours per week. Regular full-time employees are eligible for all Company benefits.

Regular Part-Time Employees: Employees who are regularly scheduled to work fewer than 30 hours per week. Part-time employees are eligible for some, but not all, Company benefits.

Temporary Employees: Employees who are scheduled to work, part-time or full-time, for a specified period of time. Temporary employees are not eligible for Company benefits unless otherwise required by law.

Service Contract Act (SCA) Employees: At-will employees with no pre-established time limits or expectations for the tenure with the Company who are subject to the provisions of the SCA. SCA employees are eligible for Company health benefits, per the applicable Department of Labor Wage Determination. Benefits and eligibility may differ from those of the Regular employee. Employees should reference the complete Mid Cities Medical SCA Policy for additional information.

Non-Exempt Employees: Employees who are eligible for overtime under the federal Fair Labor Standards Act and/or applicable state wage/hour laws. Non-exempt employees are entitled to an overtime premium for overtime work in accordance with state and federal law.

Exempt Employees: Salaried employees whose work duties exempt them from the overtime provisions of the federal Fair Labor Standards Act and any applicable state wage/hour laws. An employee may change classifications only upon written notification by the Company. There are no automatic conversions from one classification to another. Please speak to your supervisor if you have any concerns or questions about your classification

2-2. Compensation Administration

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that you are paid properly for all time worked and that no improper deductions are made, you must record correctly all work time (if you are a non-exempt employee) and review your paychecks promptly to identify and to report any and all errors.

Review Your Pay Stub. We make every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, we will promptly make any corrections necessary. Please review your pay stub when you receive it to make sure it is correct. If you believe a mistake has occurred or if you have any questions, please use the reporting procedure outlined below.

Non-exempt Employees. If you are classified as a non-exempt employee, you must maintain a record of the hours you work each day. These hours must be accurately recorded on a time card. In some cases, the time card will be in paper form and in other cases the time card will be electronic. Each employee must acknowledge either by signature or electronic signature that the hours reported as worked are complete and accurate. Your time card, whether paper or electronic, must accurately reflect all regular and overtime hours worked, any absences, late arrivals, early departures and meal breaks. Remember to log in and out for all meal periods. At the end of each week, you should submit your completed time card to your supervisor for verification and approval. Do not sign or verify your time card unless it is accurate. If your time card is not accurate, notify your supervisor immediately. When you receive each pay check or pay stub, please verify immediately that you were paid correctly for all regular and overtime hours worked each work week.

Do not work hours that are not approved. Do not start work early, finish work late, work during a meal or rest break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on your time record. Employees are prohibited from performing any “off-the-clock” work. “Off-the-clock” work means work you may perform, no matter where you may perform it, but fail to report on your time record. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

Exempt Employees. If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours you may work for the Company. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example, absent contrary state law requirements, your salary **can be** reduced for the following reasons:

- Full day absences for personal reasons.
- Full day absences for sickness or disability.
- Full day disciplinary suspensions for infractions of our written policies and procedures, except to the extent prohibited by applicable state law.
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- The first or last week of employment in the event you work less than a full week.
- Any full work week in which you do not perform any work.

Your salary may also be reduced for certain types of deductions such as your portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or, voluntary contributions to a 401(k) or pension plan, or any other deductions from pay as required or permitted by law.

In any work week in which you performed any work, your salary will **not be** reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- Your absence on a day because the Company has decided to close a facility on a scheduled work day.
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work.
- Any other deductions prohibited by state or federal law.

Please note: it is not an improper deduction to reduce an employee's accrued vacation, personal or other forms of paid time off for full or partial day absences for personal reasons, sickness or disability.

To Report Concerns or Obtain More Information.

It is a violation of the Company's policy for any employee to falsify a time record, or to alter another employee's time record. It is also a serious violation of Company policy for any employee or manager to instruct another employee to incorrectly or falsely report hours worked or alter another employee's time record to under- or over-report hours worked. If any manager or employee instructs you to (1) incorrectly or falsely under- or over-report your hours worked, or (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, you should report it immediately to Human Resources.

If you have questions about deductions from your pay, please immediately contact your supervisor. If you believe you have been subject to any improper deductions or your pay does not accurately reflect your hours worked, you should immediately report the matter to your supervisor. If the supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply), you should immediately contact Human Resources. If you are unsure of whom to contact if you have not received a satisfactory response within five business days after reporting the incident, please immediately contact any member of upper management.

Reports will be fully investigated and corrective action will be taken where appropriate, up to and including discharge for any employee(s) who violates this policy. In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

2-3. Direct Deposit

Employees will be paid bi-weekly via direct deposit on Thursdays for all the time worked during the most recent pay period.

Employees are required to have their pay directly deposited to their bank, credit union account, or payroll debit card offered through Resourcing Edge. Direct deposit reduces the possibility of a lost or stolen check and the need to go to your bank or credit union to deposit your check personally. It also means that your paycheck will be deposited to your account on payday, whether you are at work or not. You may access your itemized wage statement and print by going to, www.resourcingedge.com, through the "Employee Portal" located at the upper right section of the home page.

You are able to enroll in our payroll direct deposit program at the time you complete your new hire documents. If you are already enrolled but need to change your bank, credit union or account information, please log into www.resourcingedge.com, through the "Employee Portal," or contact your supervisor or Resourcing Edge, 877-703-8010. It generally takes up to two (2) pay periods for direct deposit to take effect.

Employees that do not have the ability to direct deposit have the option of obtaining a payroll debit card. For more information, please see the General Manager.

2-4. Working Hours and Schedule

You will be assigned a work schedule, and you will be expected to begin and end work according to the schedule. To accommodate the needs of our business, at some point we may need to change individual work schedules on either a short-term or long-term basis. For payroll purposes, the workweek begins at 12:01 a.m. Monday and ends at midnight Sunday.

At the Company, the standard pay period may be weekly, biweekly, semimonthly, etc. for all employees. Check with your Managers for pay dates. If a payday falls on a weekend or holiday, you normally will be paid on the last business day before the weekend or holiday.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy and report any concerns to your Managers immediately. If you have been overpaid or underpaid, the error will be corrected as soon as possible.

2-5. Overtime

Occasionally, overtime may be necessary. All overtime must be authorized by management prior to actually being worked. Working overtime without prior approval may result in discipline, up to and including termination. Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1½) his/her normal hourly wage for all time worked in excess of forty (40) hours each week, unless otherwise required by law. Exempt employees are not eligible for overtime compensation.

California Employee's Only

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Managers.

At certain times the Company may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in disciplinary action, up to and including termination.

If you are nonexempt and work more than eight hours in any workday or more than six days in any workweek, you will be paid overtime at a rate of:

- One and one-half times your regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek.
- Two times your regular rate for all hours worked in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive day of work in a workweek.

If you are nonexempt and work more than 40 hours in a workweek you may be entitled to overtime after any daily overtime hours are subtracted. The same hours are never counted against different overtime limits.

Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

2-6. Background Checks

The Company recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, and nonviolent, and do not present a risk of serious harm to their co-workers or others. For purposes of furthering these concerns and interests, before hiring an individual, The Company reserves the right to investigate an individual's prior employment history, personal references, and educational background as well as other relevant information that is reasonably available to the Company.

Following the requirements imposed by the Federal-Truth-In-Lending Act and the Fair Credit and Reporting Act, the Company may conduct a pre-employment background/credit check on applicants who are offered and who accept an offer of employment. Should you begin employment, your status with us may be conditional upon our review of the information contained in the background/credit report. Be advised that you have certain legal rights to discover, dispute, or explain any information prepared by the credit checking company.

2-7. Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with the Company. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Manager.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

2-8. Performance Evaluations

To ensure that employees perform to the best of their abilities, the Company believes it is important they be recognized for good performance, and they receive appropriate suggestions for improvement when necessary. Consistent with this goal, an employee's job performance will be evaluated by his or her supervisor on an ongoing basis. Each employee will also receive periodic written evaluations of his or her performance no less than once every 3 years.

Evaluations will be based on overall performance in relation to job responsibilities and will also take into account experience, training, conduct, demeanor, and record of attendance and tardiness. Other factors that are considered in the performance appraisal process include knowledge of the job, quantity and quality of work, judgment, and acceptance of responsibility. Information obtained from the performance appraisal will be considered in making decisions concerning pay increases, promotion, transfers, training opportunities, or continued employment with the Company. Please understand that a positive performance

evaluation does not guarantee an increase in salary, a promotion, or even continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions are determined by and at the discretion of the Company.

In addition, performance evaluations may be given at set intervals or as often as warranted to advise of the existence of performance or disciplinary problems.

2-9. On-Call Pay

Call pay is provided for those employees who are responsible for answering customer calls during non-business hours and those employees who must respond to emergency deliveries after hours. The on-call period is from 8:00 AM Monday through 8:00 AM the following Monday.

Call pay is defined as follows:

Managers and Respiratory therapists will be compensated for each week of on-call duty.

Drivers will be compensated weekly for on-call duty as well as regular hourly wages Monday thru Friday until 5:00 PM. After 5:00 PM on Friday until 8:00 AM on Monday drivers will receive overtime rate for actual hours worked for on-call stops. Overtime will be paid on a normal weekly basis of 40 hours worked. The following standards govern our on-call policy:

All managers and driver/technicians will be required to carry the Company issued "on-call" manuals. Documentation of all activities will be completely and accurately logged. Completed manuals will be turned into proper management each Monday morning for review.

The on-call manager is to contact the answering service each night after 5:30 PM to ensure the service is on and working. Additionally, the manager is to contact the service no later than 5:30 PM on Saturday and Sunday if no calls from the service to the manager have been made. Documentation of this event will be logged into the call manual.

The call schedule may only be changed with management approval. Requests for changes must be in writing and turned in by 3:30 PM on Fridays. Verbal changes will not be considered.

Each manager and driver/technician must respond to their cell phone within 15 minutes of call receipt.

Driver/Technician - All on-call deliveries must be made.

Violation of this policy and or other company issued policies may result in disciplinary action up to and including termination.

2-10. Business Expenses and Credit Card Policy

The Company may reimburse employees for the expense of job materials provided such material is pre-approved and used in the course of conducting Company business. Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their supervisor in advance if they have any questions about whether an expense will be reimbursed.

All personnel incurring a company expense must complete an expense report form. Expense reports must be turned in by Friday of each payroll week and will be reimbursed by Friday of a non-payroll week. Forms

can be obtained through the Accounting Department. Past due expense reports will not be considered for reimbursement. An expense report that is more than 2 weeks old is considered past due.

Employees using company credit cards may be required to sign a separate credit card form and must detail and report all uses of said card by providing all receipts to your supervisor when requested. All employees issued a company credit card or gas card will sign a statement allowing the Company to deduct any and all unapproved charges. Any charge not accompanied by a receipt will be considered unauthorized and charged back to the employee. All charges will be deducted from the employee's wages during the next pay period.

2-11. Emergency Office Closing/Inclement Weather

At times, emergencies such as power failures, road closing, fires, or severe weather may interfere with Company operations. In such an event, the Company may order a temporary shutdown of part or all of its operations. Depending on the circumstances, time off may or may not be paid.

It is the policy of the Company that offices be open during normal working hours in order to provide the service our customers require and expect from us. Management will advise employees of procedures to be followed when offices are closed because of inclement weather or when emergencies arise during the day. President or member of Management has the sole discretion in determining if the office is to be closed and will communicate to all departments of such closings. Unless you are notified of the office closing, you are expected to report to work and assume that The Company offices will be open as usual.

You are urged to use your own discretion in deciding whether you can commute safely to work. The Company will **not** require any employee to report to work during severe inclement weather; therefore, the Company is not liable for employees driving during unsafe weather conditions.

2-12. Telework

Mid-Cities Medical considers teleworking to be a viable alternative work arrangement in cases where individual, job and supervisor characteristics are best suited to such an arrangement. Teleworking allows an employee to work at home, on the road, or in a satellite location for part of their regular workweek. Teleworking is a voluntary work alternative that may be appropriate for some employees and some jobs. It is not an entitlement; it is not a company-wide benefit; and it in no way changes the terms and conditions of employment with Employer.

Procedure

1. Teleworking can be informal, such as working from home for a short-term project or on the road during business travel, or formal, as will be described below. Individuals granted teleworking arrangements must have been employed with the Employer for a minimum of six (6) months of continuous, regular employment and must have exhibited above average performance, in accordance with the company's performance appraisal process.
2. Any teleworking arrangement made will be on a trial basis for the first 3 months, and may be discontinued, at will, at any time at the request of either the teleworker or the organization.
3. Any employee who receives a Performance Improvement Plan will be ineligible to telework for the duration the PIP is in effect.

4. Employer will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines) for each teleworking arrangement on a case-by-case basis. Employer accepts no responsibility for damage or repairs to employee-owned equipment. Employer reserves the right to make determinations as to appropriate equipment, subject to change at any time.
5. Consistent with the organization's expectations of information asset security for employees working at the office full-time, teleworking employees will be expected to ensure the protection of proprietary company and client information accessible from their home office. Steps include, but are not limited to, use of locked file cabinets, disk boxes and desks, regular password maintenance, and any other steps appropriate for the job and the environment.
6. The employee will establish an appropriate work environment within their home for work purposes. Employer will not be responsible for costs associated with initial setup of the employee's home office such as remodeling, furniture, or lighting, nor for repairs or modifications to the home office space. The employee and manager will agree on the number of days of teleworking allowed each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. The employee agrees to be accessible by phone and have computer and systems access within a reasonable time period during the agreed upon work schedule.
7. Before entering into any teleworking agreement, the employee and manager, with the assistance of the human resource department, will evaluate the suitability of such an arrangement paying particular attention to the following areas:
 - a. Employee Suitability - the employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful teleworker.
 - b. Job Responsibilities - the employee and manager will discuss the job responsibilities and determine if the job is appropriate for a teleworking arrangement.
 - c. Equipment needs, workspace design considerations and scheduling issues.
8. Tax and other legal implications for the business use of the employee's home based on IRS and state and local government restrictions. Responsibility for fulfilling all obligations in this area rests solely with the employee.
9. If the employee and manager agree, and the human resource department concurs, a draft teleworking agreement will be prepared and signed by all parties and a trial period will commence.
10. Evaluation of teleworker performance during the trial period will include daily interaction by phone and e-mail between the employee and the manager, and weekly face-to-face meetings to discuss work progress and problems. At the conclusion of the trial period the employee and manager will each complete an evaluation of the arrangement and make recommendations for continuance or modifications. Evaluation of teleworker performance beyond the trial period will be consistent with that received by employees working at the office in both content and frequency but will focus on work output and completion of objectives rather than time-based performance.
11. Teleworking is NOT designed to be a replacement for appropriate childcare. The focus of the arrangement must remain on job performance and meeting business demands. Prospective teleworkers are encouraged to discuss expectations of teleworking with family members prior to entering into a trial period.

12. Employees will be offered appropriate assistance in setting up a workstation designed for safe, comfortable work. The employee agrees to maintain safe work conditions in the off-site workspace and to practice the same safety habits in the designated off-site workspace as his/her workspace on Company premises.
13. Employee remains obligated to comply with all of Employer's rules, practices, instructions, and this Agreement. Employee understands that violation of any of the above may result in preclusion from teleworking.

Injuries sustained by the employee while at their home-work location and in conjunction with their regular work duties are normally covered by the Company's workers' compensation policy. Workers' compensation only applies if remote employees are injured while performing work-related activities and is only applicable in the designated workspace. It does not cover the remote worker's entire home. Remote employees are responsible for notifying the employer of such injuries in accordance with Company's workers' compensation procedures. The employee is liable for any injuries sustained by visitors to their work site.

The availability of teleworking as a flexible work arrangement for employees of Employer can be discontinued at any time at the discretion of the employer.

Arizona Wage and Hour Policies

2-13. Meal and Rest Periods

The Company strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

2-14. Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Manager.

At certain times the Company may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

2-15. Travel Time Pay

Some nonexempt positions within the Company require travel. The Company pays nonexempt employees for travel time in accordance with federal and state law. For purposes of this policy, the regular workday is the employees regularly scheduled workday.

Home to Work Travel

If you travel from home before the regular workday and return to your home at the end of the workday, you are engaged in ordinary home to work travel, which is not work time.

Home to Work on a Special One Day Assignment in Another City

If you regularly work at a fixed location in one city and you are given a special one day assignment in another city, but return home the same day, the time spent in traveling to and returning from the other city is work time, except that the Company may deduct/not count that time you would normally spend commuting to the regular work site.

Travel That Is All in a Day's Work

Your time spent in travel as part of your principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

Travel Away from Home Community

Travel that keeps you away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across your workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. The Company will not consider as work time that time spent in travel away from home outside of your regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

Work Performed While Traveling

Any work you perform while traveling must be counted as hours worked.

Calculating and Reporting Travel Time

You are responsible for accurately tracking, calculating, and reporting your travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

California Wage and Hour Policies

2-16. Meal and Rest Periods

The Company strives to provide a safe and healthy work environment and comply with all federal and state regulations regarding meal and rest periods. Check with your Managers regarding procedures and schedules for meal and rest periods.

The Company requests that employees observe and accurately record meal periods in time and attendance records. If you know in advance that you may not be able to take an uninterrupted scheduled meal or rest period, let your Managers know; in addition, notify your Managers as soon as possible if you were unable to take or were prohibited from taking an uninterrupted scheduled meal or rest period.

Meal and rest periods are intended to provide employees with an opportunity to be away from work, and employees are not permitted to perform any work during meal and rest periods.

Meal Periods

If you are nonexempt and work more than five hours in a workday, you will at least be provided an unpaid, uninterrupted 30-minute meal period no later than the end of your fifth hour of work and will be required to "clock out" from the timekeeping system. If you work fewer than six hours in a work day, you may mutually agree with your Managers to waive the meal period.

If you are nonexempt and work more than 10 hours in a workday, you will at least be provided a second unpaid, uninterrupted 30-minute meal period no later than the end of your tenth hour of work. Depending on your occupation, if you work no more than 12 hours in a workday and have taken the first meal period, you may mutually agree with your Managers to waive the second meal period.

See your Managers for procedures related to requesting to waive a meal period in the above circumstances.

Rest Periods

If you are nonexempt, you will also be provided paid, 10-minute rest periods based on total hours worked daily and you are not required to "clock out" from the timekeeping system. You will receive 10 minutes of uninterrupted rest time for every four hours of work, or major portion of each four hours worked. Accordingly, if you work:

- Less than three and a half hours, you are not entitled to a rest period.
- Three and a half to six hours, you are entitled to a 10-minute rest period.
- Six to 10 hours, you are entitled to two 10-minute rest periods.
- Ten to 14 hours, you are entitled to three 10-minute rest periods.

Rest periods are to be taken in the middle of the four-hour work period when possible. Rest periods should not be combined or added to meal periods or used to start work later or end work early.

2-17. One Day Rest in Seven

In accordance with California law, nonexempt employees are generally permitted, on average, one day of rest for every seven days of work depending upon scheduling and business needs as well as availability and interest in additional hours of work.

2-18. Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Managers.

At certain times the Company may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in disciplinary action, up to and including termination.

If you are nonexempt and work more than eight hours in any workday or more than six days in any workweek, you will be paid overtime at a rate of:

- One and one-half times your regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek.
- Two times your regular rate for all hours worked in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive day of work in a workweek.

If you are nonexempt and work more than 40 hours in a workweek you may be entitled to overtime after any daily overtime hours are subtracted. The same hours are never counted against different overtime limits.

Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

2-19. Reporting Time Pay

The Company provides reporting time pay to nonexempt employees in all circumstances required by applicable law, including when you report to work for your scheduled shift but are asked to work, or are given, less than half of the hours you were scheduled to work. Reporting time pay may also be available for employees who are asked to call in or verify whether they will be required to work through online resources. Reporting time pay will be paid at your regular rate of pay. Reporting time pay for hours not actually worked is not counted for purposes of determining overtime.

Reporting time pay is not provided under certain circumstances, including, but not limited to:

1. When Company operations cannot begin or continue due to threats to employees or property, or when civil authorities recommend that work not begin or continue.
2. When public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities or sewer system.
3. When the interruption of work is caused by an "act of God" or other cause outside of the employer's control, such as an earthquake.

Speak with your Managers for more information regarding reporting time pay.

2-20. Travel Time Pay

Some nonexempt positions within the Company require travel. If you are nonexempt and are required to travel in the course of conducting your work, you will be paid in the following way:

- If you report to the workplace and then are required to travel to another site to work for the day, travel time to the assigned work place will be paid.
- When you are required to report to a site other than your regular work site, and you go directly to that site without first going to the regular work place, the Company will pay travel time for any time in excess of your normal commute time to the regular site.
- If you are required to travel to a distant work place, you will be paid travel time in addition to time worked.
- Your travel hours are "hours worked" for the purposes of calculating overtime.

2-21. Wage Disclosure Protection

In accordance with California law, the Company will not:

- Prohibit you from:
 - Disclosing your own wages;
 - Discussing the wages of others; or
 - Inquiring about another's wages.
- Require you to sign a waiver or other document that proposes to deny you the right to disclose the amount of your wages.
- Discharge, formally discipline, or otherwise discriminate or retaliate against you for disclosing the amount of your wages.

However, if you have access to or knowledge of the private compensation information of other employees as a part of your role and essential job functions, you may not disclose that information to individuals who do not otherwise have access to it, unless the disclosure is:

- In response to a formal complaint or charge;
- Part of an investigation, proceeding, hearing, or action, including an investigation conducted by the Company; or
- Consistent with the legal duty of the Company to furnish information.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to Human Resources.

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

Section 3 - Benefits

3-1. Benefits Overview

The Company offers a number of benefits to eligible employees. Most benefits will be described for you when you commence employment. Please refer to the applicable plan documents and summary plan descriptions. The details contained in the official plan documents govern the precise benefits, terms, conditions, exclusions and restrictions that apply to coverage under the plans. The plan documents govern in the event of any conflict or inconsistency with the details listed in this handbook.

The Company reserves the maximum discretion permitted by law to administer, interpret, enhance, modify, discontinue or otherwise change any benefit plan, practice, or procedure. If you have any questions, please contact Human Resources.

3-2. Holidays

Employees working an average of 20 hours are eligible for ten (10) paid holidays during each calendar year. Holiday pay is paid equal to the employee's regularly scheduled hours for the observed holiday. To receive holiday pay, non-exempt (hourly) employees must have been employed by the Company for at least 90 days. Furthermore, unless an exception is approved in writing by your supervisor, employees must also work the regularly scheduled workday before and after the holiday in order to receive holiday pay. The following holidays are observed by The Company each year:

New Year's Day	Independence Day	Thanksgiving Day
Presidents Day	Labor Day	Day After Thanksgiving
Memorial Day	Columbus Day	Christmas Day
Juneteenth	Veterans Day	

When the holiday falls on a Sunday, the following Monday will be observed as a holiday. When the holiday falls on Saturday, the preceding Friday will be observed as a holiday. If a holiday occurs during an employee's vacation period, the employee shall receive holiday pay for the holiday without having to use vacation for that day. Employees will be compensated time and a half for required work on holidays.

Employees may elect financial compensation in lieu of taking time off for a holiday with management approval.

If you are normally scheduled to work weekends and holiday time off is scheduled on the preceding Friday or following Monday of a holiday, you will be paid one day of holiday pay as your regularly scheduled workday. You will have the option to make up the time during the normal business week or use vacation time for that day. We reserve the right to change posted holidays at any time during the year. Should it become necessary to deviate from this policy, a notice will be communicated to you by memo or by your supervisor as far in advance as possible.

The Company recognizes that some employees may wish to observe, as periods of worship or commemoration, certain days that are not included in the Company's holiday schedule. An employee who

desires to take a day off for such reason shall be permitted to do so, upon giving prior notice to his or her supervisor and provided the employee's absence from work does not result in an undue hardship on the Company or on other employees. Employees may use accumulated days of paid absences for such occasions, or they may take such time off as an unpaid, excused absence upon approval of the President or designated Company official.

Paid holidays off are not counted as hours worked for purposes of calculating overtime.

3-3. Discretionary Employee Bonus

Employees will be eligible to participate in the Company's discretionary employee bonus program. Your actual bonus, if any, will be determined by the Company's President in his sole discretion, based upon his evaluation of your performance, the Company's performance, and any other considerations deemed relevant. You must be employed through the bonus payment date to be eligible for any bonus. Any payment will be subject to payroll deductions and required withholdings.

3-4. Workers' Compensation

If an employee is injured or becomes ill on the job, he or she may receive, at no cost to the employee, worker's compensation insurance benefits, which may include medical care, compensation, and vocational rehabilitation.

It is every employee's responsibility to assure a safe working environment for him/her and co-workers. If the Company determines an accident was due to negligence or extreme carelessness by the employee, appropriate disciplinary action will be taken. Repeated acts of negligence or failure to comply with safety rules can lead to further disciplinary action, up to and including termination. Employees should exercise caution at all times while working in order to minimize industrial accidents. Failure to report all work-related accidents/illnesses may be grounds for disciplinary action.

All injuries, no matter how slight, must be reported to the Company within 24 hours of the injury.

The Company will report any concerns of false or fraudulent claims to the worker's compensation carrier for investigation. Any person who makes or causes to be made any material statement or representation, known to be false or fraudulent, for the purposes of obtaining or denying worker's compensation benefits or payments is guilty of a crime and subject to criminal and civil penalties.

You should be aware that workers' compensation insurance in Texas does not cover the payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not a part of your work-related duties. In the event that the state allows a waiver, then your participation in such recreational activities constitutes your understanding of this policy and your voluntary waiver of workers' compensation coverage for any injuries you might sustain as a result of these events. Prior to participating in such recreational activities, employees should consult with their supervisor to secure the proper form.

All employees must assist and cooperate with the Company in its attempts to return the employee to work after sustaining any work-related injury or illness that requires the employee to miss work. When an injured employee has received a RETURN TO WORK order from his or her treating physician after a work-related injury, he or she must contact their supervisor or human resources by telephone within (1) business

day. If the employee does not contact the Company within three (3) days, he or she will be considered to have resigned their employment with the Company.

This is solely a monetary benefit and not a leave of absence entitlement. Leaves of absence are provided according to law and company policy.

3-5. Employee Assistance Program (EAP)

While the Company does not sponsor or endorse any specific alcohol/drug treatment programs, such programs are available through the Company's benefit providers. While participation in an alcohol/drug treatment program, in itself, does not preclude the Company's use of appropriate disciplinary action, up to and including immediate termination, participation in a treatment program may enable management to allow time for completion of such program before initiating or determining additional corrective action. However, participation will not:

- 1) Prevent normal disciplinary action for a violation that may have occurred already, or
- 2) Relieve an employee of the responsibility to perform assigned duties safely and efficiently.

Section 4 - Leaves of Absence

4-1. General Information Regarding Leaves of Absence

In some circumstances, leave beyond what is provided by FMLA may be provided. Employees who require leave but are not eligible for FMLA, require leave for a reason not covered by FMLA, or require leave for an extended period beyond what is provided for under the FMLA, should notify Human Resources as soon as the need for leave is foreseeable. In instances where the need for leave is not foreseeable, the employee should notify their immediate supervisor as soon as feasible but in all cases before the start of the employee's shift.

The Company will consider each request for leave based upon the facts and circumstances presented. To the extent required by law, the Company provides reasonable accommodations (which may include unpaid time off) to otherwise qualified employees with disabilities and employees who need time off due to pregnancy, pregnancy-related medical conditions and child birth.

In addition, federal, state and local law sometimes provide employees with leave entitlements beyond those mentioned in this Handbook. The Company provides all leave required by federal, state or local law to eligible employees. The reasons employees may take leave depends on the law, but in some circumstances may include leave for victims of domestic or sexual violence or other crimes, family military needs, voting, and emergency responder duties. Employees wishing to apply for leave should work with Human Resources to discuss general leave requirements, the use of any paid time off, and any necessary documentation of the need for leave.

Employees are prohibited from working or engaging in any form of self-employment while on a leave of absence (of any sort) without first obtaining written permission from the Company.

Abuse of a leave of absence may result in discipline up to and including termination of employment.

4-2. Family and Medical Leave Act (FMLA)

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA"). This policy provides basic information concerning FMLA entitlements and obligations. For questions concerning FMLA leave, employees should contact Human Resources.

Employees Eligible for FMLA Leave. FMLA leave is available to "eligible employees." To be eligible, an employee must: (1) have been employed by the Company for at least twelve (12) months (which need not be consecutive); (2) have worked for the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and (3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite. Special "hours of service" requirements apply to airline flight crew employees.

Employee Entitlements for FMLA Leave. As described below, the FMLA provides eligible employees with a right to leave, continued health insurance benefits, and, with some limited exceptions, job restoration for certain family and medical reasons.

Basic FMLA Leave Entitlement. The FMLA provides eligible employees up to twelve (12) workweeks of unpaid leave for certain family and medical reasons during any rolling 12-month period. The 12-month

period is determined on a rolling basis. Leave may be taken for anyone, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a serious health condition;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a military member on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty) in (a) the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation, or (b) the Regular Armed Forces for deployment to a foreign country.

Entitlement to FMLA leave for the birth of an employee's child expires at the end of the 12-month period beginning on the date of the birth.

When spouses are both employed by the Company and eligible for FMLA leave, they will be limited to a combined total of twelve (12) weeks of leave during any 12-month period if the leave is taken for the birth of the employee's child or to care for the child after birth, for the placement of a child with the employee for adoption or foster care or to care for the child after placement, or to care for the employee's parent with a serious health condition.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

Additional Military Family Leave Entitlement (Injured Servicemember Leave). In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember is available only during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A “covered servicemember” is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as “current members of the Armed Forces.” A covered servicemember also includes a veteran who was discharged or released from military service under conditions other than dishonorable at any time during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as “covered veterans.”

Note: The FMLA definitions of “serious injury or illness” applicable to current members of the Armed Forces and covered veterans are distinct from the FMLA definition of “serious health condition” applicable to FMLA leave to care for a covered family member.

Intermittent Leave and Reduced Leave Schedules. FMLA leave is usually taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Qualifying exigency leave also may be taken on an intermittent basis.

Protection of Group Health Insurance Benefits. During FMLA leave, eligible employees are entitled to maintain group health plan coverage on the same terms and conditions as if they had continued to work.

Restoration of Employment and Benefits. At the end of FMLA leave, subject to some exceptions, including situations where job restoration of “key employees” will cause the Company substantial and grievous economic injury, employees have a right to return to the same or equivalent position with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as “key employees” and advise them of their rights if it intends to deny reinstatement.

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

Notice of Eligibility for, and Designation of, FMLA Leave. Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible, employees 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-qualifying or non-qualifying and, if not FMLA-qualifying, the reasons why; and (3) the amount of leave, if known, that will be counted against the employee’s leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company’s failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

Employee FMLA Leave Obligations

Provide Notice of the Need for Leave. Employees must timely notify the Company of their need for FMLA leave, as described below.

Content of Employee Notice. To trigger FMLA leave protections, employees must inform Human Resources of the need for leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in “sick,” without providing the reasons for the needed leave, is not sufficient notice under this policy. Employees must respond to the Company’s questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

Timing of Employee Notice. Employees must provide thirty (30) days’ advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days’ notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the circumstances. Employees who fail to give thirty (30) days’ notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules. When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company’s operations. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule which best suits the needs of both the Company and the employees. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements. All such treatment schedules and arrangements are subject to the approval of the employee’s health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a covered family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave). Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. There are three general types of FMLA medical certifications: an initial certification, a recertification, and a return to work/fitness for duty certification.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Employees must provide medical certifications within fifteen (15) calendar days after the Company requests certification, unless it is not practicable to do so despite an employee's diligent, good-faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company may deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to authorize the Company to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to any request for medical information under this policy. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Initial Medical Certifications. Employees requesting leave because of their own, or a covered family member's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of the covered family member or servicemember. If employees provide at least thirty (30) days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt an initial medical certification, it may require the employee to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require the employee to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

Medical Recertification. Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least fifteen (15) calendar days to provide medical recertification.

Return to Work/Fitness for Duty Medical Certifications. Unless notified otherwise, employees returning to work from FMLA leaves taken because their own serious health conditions made them unable to perform their jobs must provide the Company with a medical certification confirming they are able to return to work and to perform the essential functions of their positions, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

Submit Certifications Supporting Need for Military Family Leave. Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees to provide: (1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to active duty status and the dates of the military member's covered active duty service; and (2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. The Company may also require employees to provide copies of new active duty orders or other documentation issued by the military for leaves due to qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, the Company may request that employees submit certifications setting forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

Substitute Paid Leave for Unpaid FMLA Leave. Employees must use any available paid time while taking unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave, and the paid time will run concurrently with an employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

Pay Employee's Share of Health Insurance Premiums. During FMLA leave, employees are entitled to continue group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If FMLA leave is unpaid, employees must pay their portion of the group health premium.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control) they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

Coordination of FMLA Leave with Other Leave Policies. The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any state or local law which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources.

Questions and/or Complaints about FMLA Leave. If you have questions regarding this FMLA policy, please contact Human Resources. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: (1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or (2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact Human Resources immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

4-3. Unpaid Personal Leave of Absence

In an effort to recognize the need of employees who require time off, after all other appropriate leave balances have been exhausted, the Company may consider an unpaid personal leave of absence without pay up to a maximum of 30 days. Only 1 unpaid leave may be granted per 12-month period.

To be eligible, employees must have 1 year of service. Job performance, absenteeism and departmental requirements all will be taken into consideration before a request is approved. The granting of such leave by the Company will be based on several factors, including, but not limited to, anticipated business needs, workload requirements, and staffing considerations during the proposed period of absence, and the reason for which the leave is desired.

Eligible employees must submit a request in writing, with reason and length of leave, to their immediate supervisor as soon as possible.

Employees who go on an unpaid leave of absence will continue to be responsible for their portion of the cost of benefit plan premiums for any health, dental, vision, voluntary and similar coverages.

An employee is required to return from the unpaid personal leave of absence on the originally scheduled return date. If the employee is unable to return, he or she must request an extension of the leave in writing. If the Company declines to extend the leave, the employee must then return to work on the originally scheduled return date or be considered to have voluntarily resigned from his or her employment.

Upon completion of the Personal Leave of Absence, the Company will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement after an unpaid personal leave, however, is not guaranteed. Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the Company will be considered a voluntary resignation of employment.

4-4. Leave Without Pay (LWOP)

The Company grants employees who work at least a 40-hour work week and eligible part time employees, limited LWOP when certain unusual and unavoidable circumstances require an absence from the office. A request for LWOP must be submitted in writing to your immediate supervisor with as much advance notice as is feasible. The decision to grant leave will be made on a case-by-case basis by your supervisor and the Company's Human Resources Department.

You must use all vacation prior to going on LWOP status. Benefit accruals such as vacation are suspended during LWOP and resume upon return to active employment, except as required by the Family Medical and Leave Act.

The Company cannot guarantee reinstatement of employment upon the conclusion of LWOP except as required by the Family and Medical Leave Act, the Uniformed Services Employment and Reemployment Rights Act, or other applicable State and federal laws.

If you fail to report to work promptly at the expiration of the approved unpaid leave period, the Company will presume that you have voluntarily resigned your position.

4-5. California Paid Family Leave Insurance

California's Paid Family Leave (PFL) insurance program provides eligible employees with up to eight weeks of partial wage replacement in any 12-month period to take time off from work to:

- Bond with a new child (either by birth, adoption, or foster care placement);
- Care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner); or
- Participate in a qualifying exigency related to the covered active duty, or call to covered active duty, of your spouse, domestic partner, child, or parent in the U.S. Armed Forces.

The 12-month period begins on the day a claim is submitted.

PFL insurance is funded entirely by workers through state disability insurance (SDI) payroll deductions. If you are currently receiving benefits from SDI or workers' compensation insurance, you may not be eligible to receive PFL benefits. The California PFL insurance program does not create a right to a leave of absence, job protection, or job reinstatement.

The PFL insurance program makes benefits available to eligible employees through the California Employment Development Department (EDD). Apply for PFL insurance directly with the EDD. Contact the EDD for information on eligibility or to obtain a claim form. Medical and other documentation may be required.

4-6. Sick Leave

Regular full-time and part-time employees will accrue 1 hour of paid leave for every 30 hours worked, up to 56 hours of paid sick leave in a year. Employees start to accrue leave from the date of employment and are permitted to use accrued leave in 1 hour increments.

Sick leave will be capped at 56 hours in each accrual year and an employee's accrual balance shall not exceed 56 hours at any point. Accrued, unused sick leave shall carry over to the following year. If sick leave is exhausted, annual/vacation leave will be used in its place.

Sick leave may be used if an employee is absent due to:

- 1) A physical or mental illness, injury, or medical condition.
- 2) Obtaining diagnosis, care, or preventive care from a health care provider.
- 3) Caring for a child, parent, spouse, domestic partner, or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship who has any of the conditions or needs for diagnosis, care, or preventive care described in (1) or (2) or is otherwise in need of care.
- 4) Domestic violence, sexual assault, or stalking, if the time absent from work is for the purposes described in (1) or (2) or to obtain additional counseling, seek relocation, seek assistance from a victim services organization, take related legal action, including preparation for or participation in any related civil or criminal legal proceeding, or assist an individual related to the employee as described in (3) in engaging in any of these activities.

A leave request should be made at least 7 calendar days in advance where the need for the leave is foreseeable, and in other cases as soon as is practicable. An employee who has a sick leave absence of 3 or more consecutive full work days will be asked to present certification or documentation for the absence.

If an employee is on leave under the Family and Medical Leave Act, paid sick leave or paid annual/vacation leave must be used initially as part of the FMLA leave. Employees are not paid for accrued unused sick leave upon termination of employment or at the end of the contract.

California Sick Leave

May be taken for the following reasons:

- The diagnosis, care, or treatment of an existing health condition or preventive care for you or your family member.
- To seek care, psychological counseling, shelter or support services, safety-related measures, or any relief, including restraining orders, to help ensure your own or your child's health, safety, or welfare if you or your child is a victim of domestic violence, sexual assault, or stalking.

For California paid sick leave, family member means:

- Your children (including biological, adopted, or foster children, legal wards, children of a domestic partner, or children for whom you stand in loco parentis).
- Your spouse or registered domestic partner.

- Your parents or your spouse or registered domestic partner's parents (including biological, foster, and step parents; adoptive parents; legal guardians; or persons who stood in loco parentis when you, or your spouse or domestic partner, was a minor child.
- Your grandparents.
- Your grandchildren.
- Your siblings.
- A person designated by you at the time you request paid sick leave. You will be limited to making this designation once per 12-month period for purposes of paid sick leave.

4-7. Bereavement Leave

We know the death of a family member is a time when employees wish to be with their families. Regular full-time employees who have completed 90 days of service will be allowed up to three (3) days of paid leave for a family member. For the purposes of this policy, a family member includes a spouse, child, parent, or sibling, grandparent, father-in-law, mother-in-law, son-in-law, or daughter-in-law. Employees must inform their Supervisors prior to commencing bereavement leave. In administering this policy, the Company may require verification of death.

California Bereavement Leave

The Company will provide eligible employees up to five days of unpaid bereavement leave in accordance with the California Fair Employment and Housing Act.

Eligibility

To be eligible for bereavement leave, you must be employed by the Company for at least 30 days prior to the start of leave.

Reasons for Leave

Eligible employees may take bereavement leave for the death of a family member.

As used in this policy:

- Family member means your child, parent, grandparent, grandchild, sibling, spouse, or domestic partner.
- Child means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic partner; or a person to whom you stand in loco parentis.
- Parent means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or other person who stood in loco parentis to you when you were a child.
- Sibling means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

Use of Leave

Eligible employees will be provided up to five days of unpaid bereavement leave in the event of the death of a family member.

The five days of bereavement leave do not have to be taken consecutively. Bereavement leave must be completed within three months of the date of the family member's death.

You may elect to use any accrued vacation time or other accrued paid time off that you are eligible to take during the otherwise unpaid bereavement leave.

California bereavement leave will run concurrently with other federal/state laws where permitted by law and with Mid-Cities Medical Bereavement Leave.

Notice

If your need for leave is foreseeable, provide as much advance notice as possible. If unforeseeable, provide notice as soon as practical.

You may be required to provide reasonable documentation of your need for leave. This may include 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 government agency. This documentation must be provided within 30 days of your first day of leave.

All information received by the Company regarding your request for bereavement leave will be treated as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

4-8a. Vacation Leave- Non-Exempt/SCA Employees

Employees do not accrue vacation leave, but rather, you obtain your vacation hours in lump sum on your anniversary date in accordance with your specific Wage Determination vacation requirement, which is 2 weeks of vacation after one year of service, 3 weeks after 5 years of service and 4 weeks after 15 years of service. Your anniversary date is the first day you worked on the same or similar contract at the same location, regardless of the contractor. Employees who have not reached their anniversary date are not entitled to paid time off for vacation. Prior to being awarded their vacation on an anniversary date, employees' unused vacation balance from the prior year will be paid to in cash. Part-time employees shall receive the pro rata share of vacation based on the hours the employee worked in the preceding year. To schedule planned Vacation, you should first ask for advance approval from your supervisor as soon as possible and at least 30 days before the date on which the requested vacation is to begin, except when a 30-day notice is impractical. The Company may deny a vacation request if not made on a timely basis. Any conflicts resulting from overlapping vacation requests will be submitted to the affected employees. If the employees cannot resolve the conflict, the employee with the most seniority will have priority. Contact the Company's Human Resources Department if you have questions about your specific situation. If your employment is terminated during the year, you will be paid for vacation hours that vested on an anniversary date.

4-8b. Vacation Leave- Exempt Employees

Employees do not accrue vacation leave, but rather, you obtain your vacation hours in lump sum on your anniversary date in accordance with how long you have been with the company, which is 2 weeks of vacation after one year of service, 3 weeks after 5 years of service and 4 weeks after 15 years of

service. You will receive your first amount of vacation hours after 12 months of continuous service. To schedule planned Vacation, you should first ask for advance approval from your supervisor as soon as possible and at least 30 days before the date on which the requested vacation is to begin, except when a 30-day notice is impractical. The Company may deny a vacation request if not made on a timely basis. Any conflicts resulting from overlapping vacation requests will be submitted to the affected employees. If the employees cannot resolve the conflict, the employee with the most seniority will have priority.

Approved vacations may be revoked by the company at any time for any reason. Each request will be considered based on a number of factors, including our business needs and staffing requirements. If you do not use your available Vacation by the end of any benefit year, you may carry over the unused PTO, up to a maximum of 160 hours, to the next benefit year.

If the total amount of your unused vacation reaches the "cap" amount, you temporarily stop accruing vacation time. The "cap" amount is 240 hours. When you use vacation again and your total amount falls below the cap, you will start adding vacation time again. You will be paid for vacation at your base pay rate as of the time of the absence. Vacation pay does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

Employees may be paid up to 80 hours of vacation in lieu of time off at the Company discretion within a 12-month period. If the company grants a payout of vacation time, the payout will be limited to the time available over 80 hours. (i.e. - if employee has 108 hours of vacation the employee will only be able to cash out up to 28 hours). Employees who resign and provide a 30-days written notice and successfully work the notice period, will be paid for unused accrued vacation time up to a maximum of six weeks. Terminated employees will not be paid for unused accrued vacation time. If an employee resigns without notice, eligibility for rehire may be forfeited along with any payment of unused earned vacation time. Contact the Company's Human Resources Department if you have questions about your specific situation.

The Mid Cities Medical Delivery Services Vacation Leave is intended to comply with all state and locally mandated-paid leave laws. Additional leave will not be provided as this policy meets the requirements of all state and locally mandated-paid leave laws.

4-9. Disability Accommodation

The Company complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Managers. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against employees for requesting an accommodation.

4-10. Drug and Alcohol Rehabilitation Accommodation

The Company will reasonably accommodate employees who wish to voluntarily participate in an alcohol or drug rehabilitation program, provided that the accommodation will not impose an undue hardship on the Company.

A reasonable accommodation may include unpaid time off. If you have a serious health condition and are otherwise eligible, time off for alcohol and/or drug rehabilitation may also be covered by the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA). If so, the Company will request approval and medical certification as it would for FMLA and CFRA leave requests, and the leaves will run concurrently. You may use accrued sick days, if any, for all or part of the time spent in entering or participating in a rehabilitation program.

The Company may discharge or refuse to hire an individual because of their current use of alcohol and/or drugs, because they are unable to perform their duties, or because they cannot perform their duties in a manner that would not endanger their own or another's health and safety.

Requests to participate in a rehabilitation program will be kept confidential. Direct all requests to participate in a rehabilitation program to Human Resources.

The Company will not retaliate against employees who request or obtain an accommodation in accordance with this policy.

4-11. Military Leave

The Company is proud of those employees who serve in the U.S Armed Forces. A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or applicable state laws. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. For more information, please contact Human Resources.

4-12. Emergency Services Leave

If you are a volunteer firefighter, reserve peace officer, or emergency rescue personnel (as defined by applicable law), Company will provide you with unpaid time off to perform your emergency duties. You are also permitted to take a temporary leave of absence, up to a total of 14 days per calendar year, for fire, emergency rescue, or law enforcement training. You may substitute available vacation for any unpaid portion of leave to perform such emergency duties or training.

If you are a health care provider you must notify the Company at the time you become designated as emergency rescue personnel and when you are notified that you will be deployed as a result of that designation.

4-13. Jury Duty Leave

You are permitted leave if you are called for jury duty. You are to notify your supervisor as soon as you become aware of the need to appear for jury duty and provide a copy of the court notice or subpoena. Up to three (3) days of jury duty will be paid. If the duration of jury service required exceeds three days, it will be unpaid. An employee may, but is not required to, use available paid time off for time spent responding to a summons for jury duty, time spent in the jury selection process, or for time actually serving on a jury.

4-14. Voting and Political Convention Leave

You are permitted to take up to two (2) hours of paid time off on Election Day for the purpose of attending the polls to vote, unless the polls are open on Election Day for voting for two (2) consecutive hours outside of your working hours. You must notify your supervisor in advance of Election Day if you intend to take such time off. Additionally, you will be permitted to take unpaid leave for political convention attendance.

4-15. Emergency Evacuation Leave

Employees will not be disciplined for not reporting to work due to participation in a general public evacuation ordered under an emergency evacuation order by the Texas state government or any political subdivision thereof.

4-16. Court Attendance and Witness Duty Leave

You are permitted to take leave to appear as a witness in legislative, administrative, and/or court proceedings, or to attend juvenile court proceedings when required as a parent or legal guardian. You must give reasonable advance notice of the need for such leave to your supervisor and provide a copy of the subpoena to appear in court, if applicable. Court attendance leave is unpaid, in accordance with applicable law.

4-17. Re-Employment of Persons Called to Training or Duty

The Company will not terminate the employment of permanent employees who are members of the Texas National Guard, the Texas State Guard, any other active militia or military force organized under state law or a member of a similar state military force on account of them being ordered to authorized training or duty by proper authority. Provided such employees have given written or actual notice of their intent to return to employment as soon as practicable after release from duty, they will be returned to the same

employment held when ordered to train or duty without loss of time, efficiency rating, vacation time, or any benefit of employment during or because of the absence, to the extent required by law.

Arizona Leaves of Absence

4-18. Crime Victim Leave

The Company is committed to providing victim's leave to eligible employees in accordance with Arizona's victim leave law (Ariz. Rev. Stat. § 13-4439; § 8-420). This law authorizes employees who are victims of crimes to leave work to exercise the right to be present at legal proceedings related to the crime.

A **victim** is:

- A person against whom the criminal offense has been committed; or
- If the person is killed or incapacitated, the person's immediate family (victim's spouse, parent, child, sibling, grandparent, or lawful guardian) or other lawful representative (person who is designated by the victim or appointed by the court and who acts in the best interests of the victim), except if the person is in custody for an offense or is the accused.

Legal proceedings include:

- Initial appearances and detention hearings.
- Post-conviction release proceedings.
- Plea negotiations and sentencing.
- Disposition and pre-disposition proceedings.
- Probation modification, revocation, disposition, or termination proceedings.
- Re-examination proceedings.
- Order of protection (an injunction against harassment or any other injunctive relief to help ensure the health, safety, or welfare of the victim or the victim's child).

Prior to taking leave, you must provide your Manager with a copy of the notice of each scheduled proceeding that is provided by the agency responsible for providing notice, a court order to which you are subject, or any other proper documentation, unless advance notice is not feasible. If advance notice is not feasible, you must provide appropriate documentation within a reasonable time after the absence.

The Company will keep all records related to your leave confidential.

The leave provided to attend proceedings is unpaid; however, you may choose to use accrued benefits, such as existing vacation time, sick time, personal leave time, or other accrued paid time off.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

California Leaves of Absence

4-19. Bone Marrow and Organ Donation Leave

The Company will provide employees, who have been employed with the Company for at least 90 days, with a paid leave of absence for the purpose of donating organs or bone marrow. When donating an organ, you may take up to 30 paid business days in any one-year period. When donating bone marrow, you may

take up to five paid business days in any one-year period. The one-year period for both leaves is measured from the date leave begins.

The Company will also provide employees with an additional unpaid leave of absence of up to 30 business days in a one-year period when donating an organ. The one-year period is measured from the date leave begins.

You are required to provide as much advance notice as possible if you wish to take leave to donate an organ or bone marrow. Provide Human Resources with verification from a physician that the donation will take place and that there is a medical necessity for the donation.

Before taking paid leave under this policy, you must first use two weeks of accrued sick or vacation time when donating an organ, or five days accrued sick or vacation time when donating bone marrow.

Leave taken under this policy does not constitute a break in service for health insurance coverage, accrual of vacation or sick pay, or seniority; however, the leave may not run concurrently with federal Family and Medical Leave Act or California Family Rights Act leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

4-20. California Family Rights Act (CFRA) Leave

Company provides unpaid family and medical leave to eligible employees in accordance with the California Family Rights Act (CFRA).

Eligibility

To be eligible for CFRA leave:

- You must have been employed for at least 12 months (52 weeks) with the Company prior to beginning CFRA leave; and
- You must have worked for the Company at least 1,250 hours during the 12-month period immediately before the leave is to start (with exception).

Reasons for Leave

You may take CFRA leave for the following reasons:

- The birth of a child, or adoption or foster care placement of a child with you.
- To care for your own or your family member's serious health condition (not including disability due to pregnancy, childbirth, or related medical conditions).
- A qualifying exigency related to your spouse, domestic partner, child, 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).

As used in this policy:

- ***Family member*** means your child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person.

- **Designated person** means a person identified by you when you request CFRA leave. The Company may limit you to one designated person per 12-month period.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom you stand in loco parentis.
- **Parent** means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to you when you were a child.
- **Sibling** means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

You may identify your designated person at the time you request CFRA leave. You will be limited to making this designation once per 12-month period for purposes of CFRA leave.

Leave Usage

Eligible employees may take up to 12 workweeks of leave per leave year. For purposes of this policy, the leave year is a rolling 12-month period that is measured backward from the date any CFRA leave is used.

Based upon your worksite, you may be required or may elect to use any accrued vacation time or other paid accrued time off that you are eligible to take during the otherwise unpaid portion of the CFRA leave. Based upon your worksite, you also may be required or may elect to use any accrued sick leave that you are eligible to take during the otherwise unpaid portion of CFRA leave if the CFRA leave is for your own serious health condition, a qualifying exigency, or any other reason mutually agreed to between you and the Company.

CFRA leave will run concurrently with other federal/state laws where permitted by law.

Intermittent Leave

When medically necessary, leave may be taken on an intermittent or a reduced work schedule.

Notice

If the need for leave is foreseeable (such as the birth of a child or planned medical treatment), you must provide reasonable advance notice and make a reasonable effort to schedule leave so that it will not unduly disrupt Company operations. If unforeseeable, provide notice as soon as practical. Notice should include the anticipated timing and duration of the leave.

Failure to comply with these notice rules is grounds for, and may result in, deferral of the request for leave until you comply with the notice requirement.

Certification

Where leave is requested for your own or a covered family member's serious health condition, the Company may require you to provide certification from your own or the Company's health care provider.

If leave is for your own serious health condition, certification must include:

- The date on which the serious health condition began.
- The probable duration of the condition.

- A statement that, due to the serious health condition, you are unable to perform the function of your position.

If leave is for a covered family member's serious health condition, certification must include:

- The date on which the serious health condition began.
- The probable duration of the condition.
- An estimate of the amount of time that the health care provider believes you are needed to care for the family member.
- A statement that the family member's serious health condition requires you to provide care during the period of treatment or supervision.

The Company may require subsequent recertification of your own serious health condition if additional leave is required.

If the Company has reason to doubt the validity of the certification provided, the Company may require, at its own expense, that you obtain a second opinion from a health care provider, designated or approved by the Company. If the second opinion differs from the original certification, the Company may again require, at its own expense, that you obtain a third opinion from a different health care provider, designated or approved jointly by you and the Company. The third opinion will be considered final and binding.

Return to Work

If you take leave for your own serious health condition, you must obtain certification from your health care provider that you are able to resume work.

Reinstatement

Upon return to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

Benefits

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage for up to 12 weeks at the same level and under the same conditions as coverage would have been provided if you had not taken CFRA leave.

Failure to Return to Work

If you fail to return to work or fail to request an extension of leave prior to the expiration of the leave, you will be considered to have voluntarily terminated your employment. If you fail to return from leave, the Company may require reimbursement of the health insurance premiums paid during the leave under certain circumstances.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

4-21. Crime Victim Leave

The Company provides employees who are the victim of a violent felony or serious felony (or the family member of a victim of a violent felony or serious felony) with unpaid leave in order to attend judicial proceedings related to the crime. A family member under this policy includes a spouse, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

When the need for leave is foreseeable, you must provide documentation of the scheduled proceeding. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office, or a victim/witness office. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceedings will be unpaid, unless you choose to take paid time off, such as accrued vacation or personal holiday.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

4-22. Disability Insurance

If you are unable to work for at least eight days due to a non-work-related illness or injury, or a pregnancy-related disability, you may be eligible for disability insurance benefits. Disability insurance is a component of California's State Disability Insurance (SDI) program, which is administered by the California Employment Development Department (EDD) and is funded by workers through SDI payroll deductions. Disability insurance provides eligible employees with up to 52 weeks of partial wage replacement benefits. Benefit amounts are based on a percentage of your wages paid during a specific 12-month base period, determined by the date your claim begins.

To apply for this benefit, you must provide written notice of the disability, including a doctor's certificate stating the nature of the disability and your expected date of return to work.

The SDI program does not create a right to a leave of absence, job protection, or job reinstatement.

You are responsible for filing your claim and other forms promptly and accurately with the EDD. To learn more about the SDI program, including eligibility requirements and benefits, or to make a claim for DI benefits, contact the EDD (www.edd.ca.gov).

The Company will be notified that you have submitted a disability insurance claim.

4-23. Employee Literacy Assistance

The Company will reasonably accommodate and assist employees who reveal that they have a literacy issue and request the Company's assistance in enrolling in an adult literacy education program, provided the accommodation does not impose an undue hardship on the Company.

For purposes of this policy, assistance includes, but is not limited to, providing the employee with the locations of local literacy education programs or arranging for a literacy education provider to visit the

jobsite.

Reasonable accommodation does not include paid time off to enroll and participate in an adult literacy education program.

The Company will make reasonable efforts to safeguard the privacy of employees as to the fact that they have a literacy problem.

The Company will not retaliate against employees who request assistance in accordance with this policy.

4-24. Leave for Victims of Crime or Abuse

The Company provides employees who are victims of crime or abuse with unpaid leave to:

- Seek medical attention for injuries caused by the crime or abuse.
- Obtain services from a domestic violence shelter or program, rape crisis center, or victim services organization or agency as a result of the crime or abuse.
- Obtain psychological counseling or mental health services related to the experience of crime or abuse.
- Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

Victim includes:

- A victim of stalking, domestic violence, or sexual assault.
- A victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury.
- A person whose immediate family member is deceased as the direct result of a crime.

Crime means a crime or public offense anywhere that would constitute a misdemeanor or a felony if the crime had been committed in California by a competent adult, regardless of whether any person is arrested or prosecuted for, or convicted of, committing the crime.

Immediate family member means:

- Your spouse or domestic partner.
- Your child, which includes, regardless of age, a biological, adopted, or foster child; stepchild or legal ward; the child of your domestic partner; a child to whom you stand in loco parentis; or a person to whom you stood in loco parentis when the person was a minor.
- You, or your spouse's or domestic partner's, biological, adoptive, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis of you or your spouse or domestic partner when you/they were a minor child.
- Your biological, foster, or adoptive sibling, step-sibling, or half-sibling.
- Any other individual whose close association with you is the equivalent of a family relationship described above.

You must provide reasonable advance notice of your intention to take leave for the above reasons unless advance notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

- A police report indicating that you were a victim;
- A court order protecting or separating you from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney stating that you have appeared in court;
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, licensed health care provider, or counselor stating that you were undergoing treatment for physical or mental injuries or abuse resulting from the crime or abuse; 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 you, or an individual acting on your behalf, certifying that the absence is for an authorized purpose.

You may use available vacation, personal leave, accrued paid sick leave, or compensatory time off for your leave unless you are covered by a collective-bargaining agreement that states otherwise.

Leave under this policy will run concurrently with other types of leave where permitted under applicable law.

The Company will maintain the confidentiality of anyone requesting time off under this policy, except as required by federal or state law or as necessary to protect your safety in the workplace.

The Company will not retaliate against a victim of crime or abuse for requesting or taking leave in accordance with this policy.

4-25. Military Spouse Leave

The Company provides up to 10 days of job-protected, unpaid leave to employees who are the spouse or registered domestic partner of a military member who is home on leave during a period of military deployment.

To be eligible for military spouse leave you must:

- Work an average of 20 or more hours per week; and
- Be the spouse or registered domestic partner of a member of the Armed Forces, National Guard, or Reserves who is on leave from deployment during a period of military conflict.

Notify your Managers of your need for leave within two business days from the day you receive official notice that your spouse or registered domestic partner will be on leave from deployment. You must also provide written documentation certifying that your spouse or registered domestic partner will be on leave from deployment during the time you are requesting leave.

You may elect to use any available paid time off for which you are eligible under Company policy for the purpose of taking military spouse leave, and such paid time off will run concurrently with the leave afforded under this policy.

The Company will not discriminate or retaliate against employees who request or take leave in accordance with this policy.

4-26. Paid Family Leave Insurance

California's Paid Family Leave (PFL) insurance program provides eligible employees with up to eight weeks of partial wage replacement in any 12-month period to take time off from work to:

- Bond with a new child (either by birth, adoption, or foster care placement);
- Care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner); or
- Participate in a qualifying exigency related to the covered active duty, or call to covered active duty, of your spouse, domestic partner, child, or parent in the U.S. Armed Forces.

The 12-month period begins on the day a claim is submitted.

PFL insurance is funded entirely by workers through state disability insurance (SDI) payroll deductions. If you are currently receiving benefits from SDI or workers' compensation insurance, you may not be eligible to receive PFL benefits. The California PFL insurance program does not create a right to a leave of absence, job protection, or job reinstatement.

The PFL insurance program makes benefits available to eligible employees through the California Employment Development Department (EDD). Apply for PFL insurance directly with the EDD. Contact the EDD for information on eligibility or to obtain a claim form. Medical and other documentation may be required.

4-27. Pregnancy Disability Leave

If you are disabled by pregnancy, childbirth, or a related medical condition, the Company will provide you with up to four months of unpaid pregnancy disability leave (PDL).

Eligibility

To be eligible for PDL, you must suffer from a pregnancy-related disability. A **pregnancy-related disability** is a physical or mental condition related to pregnancy or childbirth that prevents you from performing the essential duties of your job, or would cause undue risk to you or your pregnancy's successful completion.

Conditions for which PDL is available include, but are not limited to:

- Severe morning sickness.
- Prenatal or postnatal care.
- Doctor ordered bed rest.
- Gestational diabetes.
- Pregnancy-induced hypertension.
- Preeclampsia.
- Post-partum depression.
- Lactation conditions such as mastitis.
- Loss or end of pregnancy.

- Recovery from loss or end of pregnancy.

Use of Leave

PDL may be taken before or after birth during any period of time (not to exceed four months) where you are physically unable to work due to your pregnancy-related disability. You may take PDL all at once or intermittently.

Where applicable under state and federal law, employees who qualify and are entitled to take PDL may also be eligible for leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA). PDL and FMLA run concurrently. CFRA leave will be counted separately from PDL. CFRA leave will also be counted separately from FMLA leave taken for pregnancy disability, childbirth, or related medical conditions. An additional 12 weeks of bonding leave may also be available to qualified individuals. Speak with your Managers about your eligibility for these leaves.

Notice and Leave Request Process

Foreseeable Need for Leave

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not practicable, give notice as soon as possible. You are expected to complete and return a leave request form prior to the beginning of leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.

Unforeseeable Need for Leave

If the need for leave is unforeseeable, provide notice as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Complete and return the necessary leave request form as soon as possible to obtain the leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.

Leave Request Process

To request leave under this policy, obtain a leave request form from your Managers or Human Resources and return the completed form to Human Resources. If the need for leave is unforeseeable and you will be absent more than three days, contact Human Resources by telephone and request that a leave form be mailed to your home. If leave will be fewer than three days, complete and return the leave request form upon returning to work.

Call-In Procedures

In all instances of absence, follow the call-in procedures and standards established for giving notice of absence from work.

Paid Leave Utilization During Pregnancy Leave

You will be required to use available sick leave during PDL; however, you may opt to use any available vacation during your PDL in order to receive compensation.

If you are on PDL for eight or more consecutive calendar days, you may be eligible for partial wage replacement benefits under the California State Disability Insurance (SDI) program. You are responsible for applying for these benefits and can obtain forms from your health care provider.

Certification and Fitness for Duty Requirements

When requesting PDL, you must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite your diligent efforts. Failure to provide certification may result in leave being delayed, denied, or revoked. At the discretion of the Company, you may also be required to obtain a second and third certification from another health care provider at Company expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

Temporary Transfer and Other Accommodations

If you are suffering from a pregnancy related disability, you are entitled to a temporary transfer to another position or other reasonable accommodation based on the pregnancy-related disability if you request the transfer or reasonable accommodation and the request is based on the medical certification of a health care provider that a transfer or reasonable accommodation is medically advisable, and the request can be reasonably accommodated by the Company. All employees who are transferred to accommodate a pregnancy-related disability have the same reinstatement and other rights described below with respect to pregnancy-related disability leaves.

The Company may also require you to transfer temporarily to an available alternative position with the same pay and benefits in order to accommodate your need for intermittent leave or a reduced work schedule.

Benefits

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken pregnancy disability leave. If you do not return to work at the end of your pregnancy disability leave, the Company may recover the payment for your premiums under certain circumstances.

Return to Work

Upon returning to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during leave.

At the completion of PDL, you will be required to obtain a release to return to work from your health care provider stating that you are able to resume your original job or duties.

Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment.

Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be automatically terminated.

False Reason for Leave

You will be terminated if you provide a false reason for a leave.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

4-28. School and Childcare Activities Leave

The Company will provide employees, who have one or more children that are of the age to attend a licensed child care provider, kindergarten, or grades 1 through 12, with up to 40 hours of leave per year to participate in the following:

- Finding, enrolling, or re-enrolling the child in a school or with a licensed child care provider;
- Participating in school or child care-related activities; or
- Addressing a child care provider or school emergency.

Leave is limited to eight hours in any calendar month.

To be eligible for leave, you must be a parent, guardian, step-parent, foster parent, grandparent, or a person who stands in the place of a parent (in loco parentis) to a child.

If you wish to take leave to enroll a child in school or with a child care provider or to participate in a school or child care-related activity, you must provide reasonable advance notice to your Managers. If you need to take leave to address a child care provider or school emergency, you must provide notice to your Managers as soon as practicable. You may be required to provide documentation from the school or child care provider verifying that you participated in the school or child care activity.

If both parents of a child work for the Company, only one parent — the first to provide notice — may take the time off, unless the Company approves both parents taking time off simultaneously.

You are required to use accrued vacation time for this leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

4-29. School Disciplinary Leave

The Company will provide eligible employees with unpaid leave, where permitted by law, to appear at their child's school if the child has been suspended and, for reasons specified in the California Education Code, they have been requested to attend a portion of a school day in the classroom of their child or ward.

Eligibility

All employees who are the parent or guardian of a student are eligible for school disciplinary leave.

Notice

You must provide documentation from the school of your need to take school disciplinary leave.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

4-30. Voting Leave

If your work schedule prevents you from voting on Election Day, the Company will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Managers, consistent with applicable legal requirements.

4-31. Witness Leave

If you are required by law to appear in court as a witness, you may take unpaid time off to do so, provided you give the Company reasonable advance notice.

4-32. Accommodations for Victims of Crime or Abuse

The Company will provide reasonable accommodations to employees who are the victims of domestic violence, sexual assault, or stalking who request an accommodation for their safety while at work, provided the accommodation does not create an undue hardship on the Company.

Reasonable accommodations may include the implementation of safety measures such as:

- A transfer, reassignment, or modified schedule.
- A change in telephone number or workstation, or installed lock.
- Assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace.
- An implemented safety procedure or other adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime.
- Referral to a victim assistance organization.

Upon receiving a request, the Company will engage in a timely, good faith, and interactive process with you to determine effective reasonable accommodations.

If you no longer need an accommodation, you must notify the Company that the accommodation is no longer needed. If circumstances change and you need a new accommodation, you must request one.

Certification

When requesting a reasonable accommodation, you will be asked to submit a signed, written statement certifying that the accommodation is for an authorized purpose. You may also be asked to provide documentation that demonstrates your status as a victim of domestic violence, sexual assault, stalking, or ongoing circumstances related to the crime or abuse, such as:

- A police report showing that you were a victim.
- A court order protecting you from the perpetrator or other evidence from the court or prosecuting attorney that you appeared in court.
- Documentation from a medical professional, domestic violence counselor, sexual assault counselor, victim advocate, health care provider, or counselor showing that your absence was due to treatment for injuries from the crime or abuse.
- Any other form of documentation that reasonably verifies that the crime or abuse occurred.

Unpaid Leave

If you are a victim, the Company will also provide you with unpaid leave to obtain or attempt 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 you or your child. For purposes of unpaid leave, **victim** includes:

- A victim of stalking, domestic violence, or sexual assault.
- A victim of a crime that has caused physical injury, or mental injury and a threat of physical injury.
- A person whose immediate family member is deceased as the direct result of a crime.

Crime means a crime or public offense anywhere that would constitute a misdemeanor or a felony if the crime had been committed in California by a competent adult, regardless of whether any person is arrested or prosecuted for, or convicted of, committing the crime.

Immediate family member means:

- Your spouse or domestic partner.
- Your child, which includes, regardless of age, a biological, adopted, or foster child; stepchild or legal ward; the child of your domestic partner; a child to whom you stand in loco parentis; or a person to whom you stood in loco parentis when the person was a minor.
- Your (or your spouse's or domestic partner's) biological, adoptive, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis of you or your spouse or domestic partner when you or they were a minor child.
- Your biological, foster, or adoptive sibling, step-sibling, or half-sibling.
- Any other individual whose close association with you is the equivalent of a family relationship described above.

You may use available vacation, personal leave, accrued paid sick leave, or compensatory time off for your leave unless you are covered by a collective bargaining agreement that states otherwise.

Notice

You must provide reasonable advance notice of your intent to take leave for the above reasons unless advance notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

- A police report indicating that you were a victim;
- A court order protecting or separating you from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney stating that you have appeared in court; or
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor stating that you were undergoing treatment or receiving services for physical or mental injuries or abuse resulting from the crime or abuse.

Confidentiality

The Company will maintain the confidentiality of anyone requesting time off or requesting an accommodation under this policy, except as required by federal or state law or as necessary to protect your safety in the workplace.

Retaliation

The Company will not retaliate against employees for their status as a victim of crime or abuse or for requesting or taking leave or a reasonable accommodation in accordance with this policy.

Section 5 - General Standards of Conduct

5-1. Workplace Conduct

While it is not possible to list all of the types of misconduct that can result in discipline, the following list includes some (but not all) of the types of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or malicious destruction of the Company's property or the property of other employees, managers, customers, or others doing business with the Company;
- Threatening or intimidating other employees, managers, customers, or others doing business with the Company;
- Failure to follow lawful instructions of a supervisor;
- Failure to perform assigned job duties to Company's satisfaction;
- Unauthorized use or possession of weapons, firearms, or explosives on Company property;
- Excessive and/or unexcused tardiness or absence, or failure to notify the Company of tardiness or absence in a timely manner;
- Falsification of Company documents or records, including but not limited to time records, personnel records, and employment applications;
- Violation of Company policies;
- Violation of the Drug and Alcohol policy;
- Fighting or engaging in horseplay on Company property;
- Accepting money or gifts of more than nominal value, favors, loans, or other special treatment from any supplier, vendor, guest, or competitor of the Company; and
- Conduct that violates the Discrimination, Harassment and Retaliation Prevention policy.

Obviously, not every type of misconduct can be listed. The Company reserves the right to impose discipline up to and including immediate discharge, whenever management deems it appropriate to do so.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

5-2. Punctuality and Attendance

Attendance and punctuality are required. Employees are expected to be at their worksites at the start of their shift. Excessive absenteeism or tardiness will result in disciplinary action, up to and including discharge.

If you are going to be late or absent, you must contact your supervisor as early as possible, but no later than one (1) hour before the start of your workday. Asking another employee, friend or relative to give this notice is not sufficient. You must notify your supervisor of your absence or late arrival every day that you are absent or late unless you are on an approved leave of absence taken as a block of time as opposed to intermittently.

In the event you are off work due to illness for more than three (3) consecutive days, you may be asked to present to your supervisor a note from your doctor explaining that your absence was due to medical reasons and stating that you are able to return to work, and explaining any restrictions on your ability to perform the essential functions of your job. Failure to present a doctor's note when required or requested may lead to discipline up to and including termination.

Unreported absences of three (3) consecutive work days generally will be considered a voluntary resignation of your employment with the Company.

In evaluating employee attendance and otherwise administering this policy, the Company does not consider absences/tardiness protected by applicable federal, state or local law.

5-3. Electronic Communications Policy

The Company's voice mail, and e-mail, and other electronic communication systems are provided to employees by the Company and are intended primarily for business use. Access to the Internet through the Company's computer systems is also intended primarily for business use.

The Company may access its computer and electronic communications systems and obtain communications and information within the systems, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; ensuring that the Company's operations continue appropriately during an employee's absence; and any other purpose deemed appropriate by the Company. Also, the Company may inspect or monitor without advance notice any devices employees use to access the Company's computer and electronic communications systems, including but not limited to computers, laptops, notebooks, tablet computers or mobile devices. As a result, employees should ***not*** expect that use of the Company's computer or electronic communications systems entitles them to any expectation of privacy in anything that they access, view, create, store, transmit or receive on or through the Company's computer or electronic communications systems, including any personal messages.

The Company's electronic communications systems includes but is not limited to all of the Company's electronic networks, electronic devices, computer equipment and hardware, electronic communications, telecommunications networks, servers, stored data and files, data storage devices, laptops, PDAs, iPads, mobile messaging and other telephones, voicemail systems, webpages, and any data and information contained or processed by such network, e-mail system, Internet and access to the Internet. This list of the Company's electronic communications systems is not intended to be exhaustive, may change from time to time and is intended to refer to all related systems and devices.

The Company's Discrimination, Harassment and Retaliation Prevention policy and the Confidentiality policy, as well as all other policies apply to the use of the Company's computer and electronic communications systems. Furthermore, since the Company's computer and electronic communications systems are intended primarily for business use, these systems may not be used to solicit for commercial activity unrelated to the business of the Company. Excessive personal use during working time is prohibited, as is

other usage that may interfere with the system's productivity, such as large attachments or audio/video segments

No one may access, or attempt to obtain access, to another individual's computer or electronic communications without appropriate authorization.

All employees, upon request, must inform management of any private access codes or passwords.

Employees who violate this policy may be subject to discipline, up to and including termination.

5-4. Social Media Policy

The Company recognizes that Social Networking (such as personal websites, blogs, Facebook, LinkedIn, Twitter, online group discussions, text messaging, message boards, chat rooms, etc.) are used by many of our employees. The Company respects the right of our employees to maintain a blog or post a comment on social networking sites. However, the Company is also committed to ensuring that the use of social media serves the needs of our business by maintaining the Company's identity, integrity and reputation. Further, the Company has a business interest in protecting its logo, company name, and other intellectual property and in making sure that its employees do not violate criminal or civil law. To protect the Company's identity, integrity and reputation, employees must adhere to the following rules:

- Employees may not post on a blog or social networking site during their working time or at any time using Company equipment or property. The Company's electronic communication systems are for business use only.
- If an employee identifies himself or herself as an employee of the Company on any social networking site, the communication must include a disclaimer that the views expressed are those of the author and do not necessarily reflect the views of the Company.
- All rules regarding confidential business information apply in full to blogs and social networking sites. Confidential business information includes items such as trade secrets, technical or non-technical data, a formula, pattern, compilation, program, device, method, technique, drawing, process, financial data (with the exception of non-confidential information (i.e., obtained from Human Resources) regarding employee wages, benefits and other terms and conditions of employment) or list of actual or potential customers or suppliers.
- Any conduct which is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a social networking site. For example, posted material relating to the Company and its employees that is discriminatory, defamatory, libelous or malicious is not permitted. The Company's policies prohibiting discrimination, retaliation, and/or harassment based on age, race, sex, religion, national origin/ancestry, and (other protected categories, if any) as well as the Company's Workplace Violence policies apply equally to employee comments concerning the Company and its employees on social networking sites, even if done on nonworking time. Employees are encouraged to review those sections of the Handbook for further guidance.
- Employees are prohibited from misappropriating or using without permission the Company's intellectual property on any social networking site or other online forum. Employees are reminded that there are civil and criminal penalties for posting copyrighted material without authorization.

Any employee who violates this policy may be subject to disciplinary action, up to and including termination. The Company reserves the right to monitor all public blogs and social networking forums for the purpose of protecting its interests and maintaining compliance with this policy.

Should you have any questions about this policy, please see your supervisor.

5-5. Solicitation and Distribution

At the Company, we believe employees should not be disturbed or disrupted in the performance of their job duties. For this reason, solicitation of any kind by one employee of another employee is prohibited while either person is on working time. Solicitation by non-employees on Company premises is prohibited at all times.

Working time includes the time during which any of the employees involved are actually scheduled to work, and does not include scheduled rest periods, meal breaks and other specified times when employees are not expected to be working.

Distribution of advertising material, handbills, or printed or written literature of any kind in working areas of the Company is prohibited at all times. Distribution of literature by non-employees on Company premises is prohibited at all times.

5-6. Bulletin Boards

Company bulletin boards are used to post information concerning the Company-related business, as well as a place to post the various notices required by state and federal agencies. Make it a practice to review the bulletin boards frequently. Do not post or remove any material from the bulletin board without prior approval from management.

5-7. Conflict of Interest and Business Ethics

It is the Company's policy that all employees avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization.
2. Holding a financial interest in any competitor, customer, or supplier, absent express written permission from the Owner of the Company. This does not apply to ownership interests of less than 5% in a publicly traded company.
3. Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company.

4. Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and the Company. You can contact your manager or the Owner.

5-8. Inventions

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to the Company, is a "work for hire" and is the property of the Company.

If you intend to develop and maintain property rights to any invention that relates in any way to products or services of the Company, you are required to obtain a written waiver of this policy, signed by both you and the CEO.

5-9. Use of Facilities, Equipment and Property, Including Intellectual Property

When using Company property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines. Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge. Please notify your manager if any equipment, machines, or tools appear to be damaged, defective, or in need of repair.

Employees also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes, print materials and software.

Further, the Company is not responsible for any damage to employees' personal belongings brought into the workplace.

5-10. Health and Safety

The health and safety of employees and others on Company property are important to the Company. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees must be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards must be reported to management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

5-11. Heat Illness Prevention

The Company is committed to complying with all applicable laws and ensuring that employees avoid heat illness while working outside. Heat illness may begin with mild symptoms and progress quickly to signs of serious and life-threatening illness. All employees who work outdoors and are reasonably anticipated to be exposed to the risk of heat illness will be provided detailed training before starting work involving a risk of heat illness.

This policy ensures that employees working outdoors understand they are allowed and encouraged to take preventative cool-down rest periods in provided shaded areas whenever they feel the need to protect themselves from overheating.

For employees employed in agriculture, when temperatures reach 95 degrees Fahrenheit or higher, the Company will ensure that employees take a minimum 10-minute preventative cool-down rest period every two hours. If the workday extends beyond eight hours, an additional cool-down rest period will be provided at the end of the eighth hour of work. If the workday extends beyond 10 hours, another cool-down rest period will be provided at the end of the 10th hour of work.

You may also be asked to take a cool-down rest period if you are observed having any signs of heat illness. Access to shade is permitted at all times. Cool-down periods are not limited in frequency and are considered time worked.

When taking a preventative cool-down rest period:

- You will be monitored and asked if you are experiencing any symptoms of heat illness.
- You will be encouraged to remain in the shade.
- You will not be ordered back to work until any signs or symptoms of heat illness have abated, but in no event sooner than five minutes after accessing shade, excluding the time needed to access the shade.

The Company provides fresh, pure, and suitably cool drinking water at no charge. When the work environment is hot, you are encouraged to frequently drink small cups of water, with up to four cups (one quart or more) per hour recommended, to stay hydrated.

The Company has in place effective emergency response procedures if you show signs or report symptoms of heat illness while taking a preventative cool-down rest period.

You must immediately report to your Managers if you experience any symptoms or signs of heat illness or see signs of heat illness in co-workers so that the Company can respond with medical attention, as appropriate.

The Company will not discriminate or retaliate against employees who take preventative cool-down rest periods in accordance with this policy.

5-12. Workplace Smoking

In order to provide and maintain a safe and healthy work environment for all employees, smoking is banned on all Company premises and in places immediately adjacent to locations of ingress or egress to the public place or any Company facility.

Smoking is defined as burning of, inhaling from, exhaling smoke from, or the possession of a lighted cigarette, pipe or any other matter or substance which contains tobacco or any other matter that can be smoked.

Any employee who becomes aware of anyone violating this policy should contact Human Resources.

5-13. Employee Dress

We expect everyone to be neat and well-groomed at all times and to be dressed according to the requirements of your position. Some employees may be required to wear safety equipment and uniforms depending on their position. Business casual clothing is acceptable for our environment unless otherwise directed by your supervisor.

Please direct any questions regarding proper work attire to your supervisor. Further, the Company provides reasonable accommodation, as required by law, for dress directly related to an employee's religion, national origin, or disability.

5-14. Workplace Violence

Our Company is strongly committed to providing a safe workplace. Any employee who threatens violence, engages in violence, or engages in intimidating behavior in the workplace is in violation of our policy.

Threats, threatening language, or any other acts of aggression or violence made toward or by any Company employee will not be tolerated. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Company premises.

All potentially dangerous situations, including threats by co-workers and clients, should be reported immediately to Human Resources or any member of management. Reports may also be made anonymously to Resourcing Edge. All threats will be promptly investigated. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat under this policy. Any concerns about retaliation shall be reported to a manager immediately. Violation of this policy may result in discipline, up to and including termination. **In case of an emergency, contact 911 immediately.**

5-15. Storage of Firearms

Employees who lawfully possess a firearm or ammunition may store them in a privately-owned motor vehicle on Company provided parking areas in accordance with state law. However, employees are prohibited from storing, carrying, possessing or otherwise causing firearms or ammunition items to enter the workplace or come onto Company owned property or premises, including Company-owned vehicles (unless the associate's job duties require the use or storage of such items). This prohibition applies to employees who may be licensed to carry a handgun, concealed or open carry, in Texas. The Company's Rules of Conduct will apply to such infractions.

5-16. Drug and Alcohol

The Company is committed to the well-being of our employees, to the safety of the workplace, and to the provision of high quality products and services to our customers. For all of these reasons, the unlawful possession, use, manufacture, distribution, or dispensation of controlled substances in the workplace or during work time is prohibited. Moreover, employees must work free from illegal drugs and unlawfully used controlled substances, and the influence of alcohol.

Rules:

1. No employee may manufacture, distribute, dispense, possess, buy, sell, or use any alcohol, illegal drugs, or un-prescribed (for the employee) controlled substances while on the job (including meal and break time), or in a Company vehicle, or while on Company property (including parking lot and grounds). The penalty for this is discharge.
2. No employee may report to work or be at work under the influence of alcohol, illegal drugs or un-prescribed (for the employee) controlled substances. Violation of this will subject the employee to discharge. Being under the influence will not excuse any other violation of Company rules or standards, under this Policy or otherwise. "Illegal drugs" includes medical marijuana for purposes of this Policy, even if prescribed, as marijuana is illegal under federal law. "Un-prescribed (for the employee)" may include prescribed controlled substances used in a manner or amount inconsistent with the prescription. Any positive drug test result, and any blood alcohol level test result at .04 or above, will be treated as being under the influence for purposes of this rule.
3. Before reporting to work, employees in safety-sensitive positions as determined by the Company must report the use of prescribed and over-the-counter medication that could impair driving, operation of machinery or other work-related safety-sensitive tasks. Employees must ask their physician or read the label to learn whether the medication could cause such impairment. When reporting such use to the Company, the employee should not initially identify the medication or the reason for its use. The Company's response will be case-by-case, and may include, among other things, a request for additional medical documentation and consultation, and/or changes in duties, reassignment, job modifications or leave of absence. Failure to report as required by this rule will subject employees in safety-sensitive positions to discipline up to and including discharge. Lack of knowledge will not excuse a violation if the employee failed to make the inquiry required by this rule.
4. Anyone involved in the illegal trafficking of drugs, or illegal conduct consistent with trafficking of drugs, on or off Company premises, will be discharged. Other illegal conduct involving drugs or alcohol during non-work times also may result in discipline, up to and including discharge.
5. All employees must report to the Company any drug arrest or conviction (including plea of no contest) occurring while employed by the Company no later than five (5) days after such arrest or conviction. Violation of this will subject the employee to discharge.
6. Any refusal under this policy to submit to testing or otherwise cooperate fully in the testing process, when directed to do so, will result in discharge. Refusal to submit to testing includes, but is not limited to: excessive delay in reporting for a required test; refusing or failing to provide a specimen, or refusing or failing to attempt to provide a specimen without an adequate medical explanation; adulteration or substitution of a specimen, or attempting to adulterate or substitute a specimen; failing to complete any paperwork required by the collection facility; failing to remain

at the testing site until the test is completed; failing or refusing to submit to a second test that may be required by the collector or the Company; or, failing to cooperate with any aspect of the testing process.

7. When there is suspicion that an employee has violated this policy, the Company may inspect the employee, the employee's locker, desk and other Company property under the employee's control, and the employee's personal effects and vehicle on Company property. This does not limit the Company's right to so inspect in other circumstances, when it has determined that it is in its business interests to do so. Refusal to cooperate will result in discharge.
8. This policy does not prohibit the authorized and reasonable consumption of alcohol by an employee of legal drinking age at functions or activities sponsored by the Company or client, or for business entertainment purposes. Moderation and good judgment must be exercised by employees in such situations.

Treatment. A drug or alcohol problem will not excuse any violation of Company rules or standards, under this policy or otherwise, whether the employee seeks treatment or not. Employees are urged to seek professional help for a drug/alcohol related problem before disciplinary action is necessary. If an employee seeks treatment before violating any Company rule or standard, and the treatment requires that the employee not work for a period of time, the Company may grant the employee a leave of absence, without pay unless paid time off is available under Company policies, in which case all such paid time will run concurrent with any leave provided pursuant to this policy. The leave will be subject to the terms of applicable health insurance and disability policies, if the employee has coverage. Any costs associated with treatment that are not covered by the employee's insurance will be the responsibility of the employee. This leave will be conditioned upon receipt of reports from the treatment providers that the employee is cooperating and making reasonable progress in the treatment program. The employee will be permitted to return to work only upon passing a drug/alcohol test and with satisfactory medical evidence of fitness for duty. Upon return to work, the employee may be tested at any time thereafter at the Company's discretion, to the fullest extent allowed by applicable law.

Testing. Consistent with applicable law, the Company may require drug or alcohol testing under any of the following circumstances.

1. Applicants. Applicants may be required to pass a post-offer test before being hired. An applicant who tests positive will not be hired at the time, but may reapply for employment after six (6) months.
2. There is suspicion of a violation. The Company may test an employee whenever management in good faith suspects that the employee is under the influence of drugs or alcohol at work or is otherwise in violation of this policy.
3. Post-accident. The Company may require a test whenever an employee causes or contributes to an on-the-job injury to person that results or could have resulted in lost time and/or treatment, or to property that results or could have resulted in loss of value or cost of repair of \$200 or more and there is a reasonable possibility that drugs or alcohol caused or contributed to the accident.
4. Required by law. The Company will test in any other circumstance required by law.
5. Allowed by law. The Company reserves the right to require a drug or alcohol test to the fullest extent allowed by applicable law.

Testing will be performed by a qualified laboratory. Samples will be properly maintained to ensure chain of custody to avoid tampering or mislabeling. The employee may request a second test on the same (divided) sample at the employee's cost. The request must be made within 72 hours of the employee's receiving notice of a positive test result, unless additional time is required by applicable law. Any positive drug test result will be confirmed by GC/MS (Gas chromatography-mass spectrometry) or a procedure with at least comparable accuracy.

This Policy is not a contract of employment. All employees are employed at-will; employment may be terminated by the employee or Company at any time with or without cause and with or without notice.

5-17. Driving Record Policy

The Company seeks to safeguard its employees and others when driving a motor vehicle is required while conducting company business. Following a conditional offer of employment, a motor vehicle record check will be conducted on all final job candidates. Thereafter, record checks will be run annually for all employees. Motor vehicle record checks who will be covered by company insurance to drive company-owned vehicles during business travel.

The Company will review motor vehicle records and decide as to drivers' status for employees according to the companywide classification system listed below:

Satisfactory

An employee is eligible to drive while conducting company business. His or her driving record indicates not more than one moving violation in the past 12 months.

Probationary

An employee is eligible to drive while conducting company business with the stipulation that the individual's motor vehicle record will be checked periodically over a period of probation. His or her driving record indicates more than one moving violation in the past 12 months but no more than two moving violations in the past 24 months. Any violations during the probationary period may result in termination of employment or other disciplinary action.

Unacceptable

An employee with an unacceptable record will either be suspended or terminated; some examples of unacceptable infractions include but are not limited to:

- Suspended or revoked license.
- Three or more moving violations in the past 36 months.
- Any violations involving drugs, alcohol, controlled substances, etc. within the past 24 months.
- Leaving the scene of an accident within the past 24 months.
- Reckless driving within the past 24 months.
- At fault in an accident resulting in fatality or serious injury within the past five years.

5-18. Proof of Insurance

Employees with driving responsibilities must provide proof of insurance and a Certificate of Liability providing the insurance carrier will notify the Company if there is any modification to the employee's insurance coverage, including, but not limited to, cancellation of coverage. Employees who fail to comply with this requirement will be subject to disciplinary action, up to and including termination.

5-19. Driving for Company Business

This vehicle policy is designed to ensure the safe operation of all company vehicles and to reduce the risk of vehicle-related liabilities. Vehicle policy applies to all employees who operate company vehicles while performing their duties.

All MCM employees who operate a vehicle shall comply with applicable state and federal regulations governing the operation of company vehicles. Additionally, all staff shall comply with all vehicles policies, whether operating a company vehicle or personnel vehicle for company business.

All employees and contractors operating company vehicles, or personal vehicles for company business (Approval Required in Advance), shall meet the following requirements:

- Maintain a valid and current class C driver's license. In situations where transport of more than 1000 pounds of "Hazardous Material" a CDL may be required.
- Maintain valid and current legally-mandated automobile insurance.
- Comply with all state and federal traffic laws and regulations.
- Company vehicles MUST be turned off and must never be left running outside of a patient's home unattended. Vehicle keys and the company phone/tablet/Delivery Tickets must be kept in the driver's possession to allow for communication with the driver at all times and to successfully perform the patient visit. Company vehicles must remain locked at all times and all patient information must be secured and out of sight to prevent exposure of PHI when vehicle is unattended.
- Immediately contact your supervisor or the corporate office when you are involved in an accident. Record the details of the incident utilizing the MCM Accident Scene Checklist which includes an area to draw a diagram to re-create the events of the accident. This is a fact-based review and the form is very comprehensive. Try to recall as much information as possible regarding the events that lead to the accident.
- Write the incident report as soon as possible to accurately recall everything that happened. Do your best to be detailed as you draw and describe the accident. The incident report is your detailed, moment by moment report of the event as it happened in your own words.
- All traffic citations must be reported to your supervisor. Any traffic citations/fines personal or while on company business are the sole responsibility of the individual driving the vehicle. Citations may have a negative impact on a team members eligibility to remain on MCM's vehicle insurance policy.
- All personnel operating company vehicles while performing company business must exercise caution and defensive driving techniques.
- Use of drugs or alcohol while engaged in company business is strictly prohibited.
- Use of alcohol within eight hours prior to company vehicle operation is prohibited.
- Personnel will inspect their company vehicle daily, prior to using the company vehicle. Document this activity using the Daily Vehicle Checklist. Submit the checklist to your supervisor when you turn your paperwork in from the previous day.
- All equipment and supplies must be secured in the vehicle prior to use. Contents within the cargo area of the company vehicle must be secured to prevent accidents, injuries and damage to VA owned assets caused by unsecured equipment and supplies in the cargo area.
- All vehicle occupants are required to use seat belts when operating or riding in any company vehicle.
- Only authorized passengers are allowed to ride in company vehicles.
- Appropriate precautions should be taken to ensure the security of company vehicles. Any occurrences of theft, or vandalism should be reported immediately to your supervisor and an incident report should be completed in a timely manner and submitted to your supervisor/corporate office.
- Company vehicles are to be used for company business only, unless authorization is given by the operations manager or senior management.

Prior to beginning any business-related travel, you must notify your supervisor if you do not have a valid and current driver's license or automobile insurance. This policy does not apply to your regular commute to work.

Authorized Drivers

Company vehicles may only be operated by authorized drivers. These individuals include personnel that have been trained in safe operating and handling of the company vehicle and contents. A copy of the following will be maintained and stored apart from any business-related records in a safe, locked, inaccessible location. These records are kept confidential and separately from other personnel files for all employees in compliance with applicable laws and access is on a "need-to-know" basis only.

- Current driver's license and certifications as required
- Copy of company held liability insurance
- Copy of the employee's proof of insurance and a Certificate of Liability
- CDL, as required

If you are in a company-owned vehicle, you may be granted the ability to take the vehicle home overnight, but it must be your personal residence. Other than conducting regular company business, vehicles are to be driven to and from work only. Prior consent must be obtained before allowing anyone other than an employee of the Company to ride in the vehicle. You may not drive the company vehicle for personal use at any time.

Any other use of the company vehicle outside of the guidelines of this policy will be considered a violation and may result in disciplinary action, including termination.

5-20. Distracted Driving

During work time and at all times while operating Company owned or leased vehicle, employees may not use a hand-held cell phone or tablet while operating a motor vehicle – whether the vehicle is in motion or stopped at a traffic light or stop sign. This includes, but is not limited to, answering or making phone calls, engaging in phone conversations, and reading or responding to emails, instant messages, and text messages. If you need to use your personal phone during work hours while driving your car or a client's car, you must pull over safely to the side of the road or another safe location first.

Additionally, whenever operating a motor vehicle during work hours, employees are required to:

- Turn cell phones off or put them on silent or vibrate before starting to or operating the vehicle.
- Consider modifying voicemail greetings to indicate that you are unavailable to answer calls or return messages while driving.
- Inform clients, your family and friends of this policy as an explanation of why calls may not be returned immediately.

5-21. Right to Search

To protect the property and to ensure the safety of all employees, clients, customers, and the Company from theft, and to enforce Company policy, the Company reserves the right to search any area or article on

our premises including employees' personal property (e.g., vehicles, clothing, packages, purses, briefcases, lunch boxes, or other containers brought onto the Company premises) when there is reason to believe that such search may indicate that any law, rule, regulation, or Company policy is being violated.

The Company also may conduct unannounced random searches of Company facilities and property (e.g., Company vehicles, desks, file cabinets, computers, lockers, etc.) In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the Company, and are issued for the use of employees only during their employment. Because employees have no right or expectation of privacy in their use of Company property employees are strongly encouraged to refrain from storing in any office, desk, file, locker, etc. any personal materials or other materials which they do not wish to be subject any search. Such searches will be conducted by Company management at any time at the discretion of the Company, with or without prior notification and with or without the consent or presence of the employee. Failure to cooperate in such searches may lead to discipline up to and including termination of employment. Individual states may have slightly different policies as provided by state law. Please consult Human Resources for details.

5-22. If You Must Leave Us

Should you decide to leave the Company, we ask that you provide us with at least thirty (30) days written notice of your departure. This will give the Company the opportunity to make the necessary adjustments in the Company operations. Your thoughtfulness will be appreciated.

All Company property including, but not limited to, keys, security cards, parking passes, laptop computers, cell phones, fax machines, uniforms, etc. must be returned at separation. Employees also must return all of the Company's Confidential Information upon separation.

If an employee resigns without notice, eligibility for rehire may be forfeited along with any payment of unused earned PTO time.

As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

5-23. Exit Interview

You may be asked to participate in an exit interview when you leave Mid Cities Medical Delivery Services. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

5-24. Access to Personnel and Medical Records Files

The Company maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. All employees have the right to inspect and receive a copy of their personnel records. The Company will make such records available for inspection and/or to receive a copy within 30 calendar days of a written request. Payroll records will be made available to inspect or receive a copy within 21 calendar days of a verbal or written request.

All requests by an outside party for information contained in your personnel file will be directed to Human Resources, which is the only department authorized to give out such information.

California General Policies

5-25. Whistleblower Protections

When employees notify a supervisor, manager, or an appropriate government or law enforcement agency that they have reason to believe their employer is violating a state or federal statute, or violating or not complying with a state or federal rule or regulation, those employees are protected from retaliation. As such, the Company has a strict policy that prohibits retaliation against employees who make such reports while employed in any form of employment. The Company also does not permit retaliation against employees who refuse to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.

If you have information regarding possible violations of state or federal statutes, rules, or regulations, or violations of fiduciary responsibility by the Company, we encourage you to report it immediately to your Managers or to the CEO. Alternatively, you may contact the California State Attorney General's Whistleblower Hotline at (800) 952-5225. The Attorney General will refer your call to the appropriate government authority for review and possible investigation.

Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

ACKNOWLEDGMENT FORM

This Employee Handbook supersedes and replaces all previous employee handbooks.

I acknowledge that I have received the Company Employee Handbook. I understand the information contained in it represents guidelines only, which may be modified from time to time with or without notice. I understand that neither the Handbook's policies nor any representation made by a management representative, at the time of hire or subsequently, are to be interpreted as a contract between the Company and any of its employees.

I understand that my employment with the Company is for an unspecified term and may be terminated at the will of either the Company or myself, with or without reason or cause, and with or without notice. No words or actions of the Company will be deemed to create an express or implied contract of employment or require the Company to have good cause for terminating my employment. No Company representative is empowered or authorized to modify this at-will relationship other than the Owner and any modification of this at-will relationship must be in writing and signed by me or my representative and the Owner.

I have read (or will read) the Company Employee Handbook and will refer to it as questions arise. For further clarification, I will discuss any policy with my supervisor or Human Resources.

Date

Employee Signature

Print Name

Defend Trade Secrets Act of 2016

Pursuant to the **Defend Trade Secrets Act of 2016**, I understand that:

An individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

Date

Employee Signature

Print Name

Receipt of Non-Harassment Policy

It is the Company's and Resourcing Edge's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If an employee feels that he or she has been subjected to conduct which violates this policy, he or she should immediately report the matter to the Director of Operations immediately. If the employee is unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of what the employee perceives to be harassment, he or she should contact a high-level management personnel immediately.

If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in his or her reporting hierarchy. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company and Resourcing Edge will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If an employee feels he or she has been subjected to any such retaliation, he or she should report it in the same manner in which the employee would report a claim of perceived harassment under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

I have read and I understand the Company's Non-Harassment Policy.

Date

Employee Signature

Print Name



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