

SMB Demo

Employee Handbook

I have received the Employee Handbook. I have read and agree to abide by the policies and procedures contained in the Handbook.

[Name of Employee] [Sign Date]



MARIN LABORERS, INC.

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MARIN LABORERS, INC.

EMPLOYEE HANDBOOK

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Welcome

Welcome to **Marin Laborers, Inc!** We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further **Marin Laborers, Inc's** goals.

You are joining an organization that has a reputation for outstanding leadership, innovation, and expertise. Our employees use their creativity and talent to invent new solutions, meet new demands, and offer the most effective services in the industry. With your active involvement, creativity, and support, **Marin Laborers, Inc** will continue to achieve its goals. We sincerely hope you will take pride in being an important part of **Marin Laborers, Inc's** success.

Please take time to review the policies contained in this handbook. If you have questions, feel free to contact the Human Resources Department.

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I. INTRODUCTION

A. PREFACE

The purpose of this Guide is to ensure that Marin Laborers, Inc. personnel policies, procedures, programs and benefits are properly documented and communicated to all employees. Human Resources is responsible for the communication, maintenance and administration of this guide. Any exceptions to any of the policies contained in this guide are to be approved in writing by the President and/or Vice President.

THE POLICIES STATED IN THIS GUIDE ARE GUIDELINES ONLY AND WITH THE EXCEPTION OF OUR POLICY ON AT-WILL EMPLOYMENT, AS DESCRIBED BELOW, ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF MARIN LABORERS, AS ARE ALL OTHER POLICIES, PROCEDURES, BENEFITS, OR OTHER PROGRAMS OF MARIN LABORERS. THIS GUIDE IS NOT A CONTRACT, EXPRESS OR IMPLIED, GUARANTEEING EMPLOYMENT FOR ANY SPECIFIC DURATION. ALTHOUGH WE HOPE THAT YOUR EMPLOYMENT RELATIONSHIP WITH US WILL BE LONG TERM, EITHER YOU OR MARIN LABORERS MAY TERMINATE THIS RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. PLEASE UNDERSTAND THAT NO SUPERVISOR, MANAGER, OR REPRESENTATIVE OF MARIN LABORERS OTHER THAN THE PRESIDENT AND/OR VICE PRESIDENT, HAS THE AUTHORITY TO ENTER INTO ANY AGREEMENT WITH YOU FOR EMPLOYMENT FOR ANY SPECIFIED PERIOD OF TIME OR TO MAKE ANY PROMISES OR COMMITMENTS CONTRARY TO THE FOREGOING. FURTHER, ANY EMPLOYMENT AGREEMENT ENTERED INTO BY THE PRESIDENT AND/OR VICE PRESIDENT SHALL NOT BE ENFORCEABLE UNLESS IT IS IN A FORMAL WRITTEN AGREEMENT AND SIGNED BY THE PRESIDENT AND/OR VICE PRESIDENT. PLEASE ALSO UNDERSTAND THAT NO SUPERVISOR, MANAGER, OR OTHER REPRESENTATIVE OF MARIN LABORERS HAS THE AUTHORITY TO MAKE ANY VERBAL PROMISES, COMMITMENTS, OR STATEMENTS OF ANY KIND REGARDING MARIN LABORERS' POLICIES, PROCEDURES, OR ANY OTHER ISSUES THAT ARE LEGALLY BINDING ON THE COMPANY.

THIS HANDBOOK IS INTENDED SOLELY AS A GUIDE. THE LANGUAGE USED IN THE GUIDE SHOULD NOT BE CONSTRUED AS CREATING A CONTRACT, EXPRESS OR IMPLIED, BETWEEN MARIN LABORERS AND ANY OF ITS EMPLOYEES OR A GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC DURATION.

NOTHING IN THIS GUIDE IS INTENDED TO INTERFERE WITH THE RIGHTS OF ANY EMPLOYEE TO ENGAGE IN PROTECTED CONCERTED ACTIVITY, EITHER WITH CO-WORKERS OR OTHERS, OR ANY OTHER RIGHTS PROVIDED BY THE NATIONAL LABOR RELATIONS ACT. TO THE EXTENT THAT CONDUCT IS PROTECTED UNDER THE NATIONAL LABOR RELATIONS ACT, THIS GUIDE DOES NOT PROHIBIT IT.

These written policies should increase understanding, eliminate the need for individual decisions on matters of Company-wide policy and help to ensure uniformity. Any exceptions to any of the policies contained in this Guide are to be approved in writing by the President and/or Vice President. With respect to insurance and other benefits, the terms of the insurance policy or benefit plan supersede any statements contained in this Guide.

While the provisions of this guide are meant to cover all employees in our various locations, there may be procedural differences to the stated policies in different locations. We request that you refer to memos and posted policies of the location where you work to ensure compliance with Marin Laborers policies and procedures.

B. ABOUT THIS GUIDE

We have prepared this guide to answer questions about your job. It contains general guidelines only, and none of its provisions are to be considered contractual in nature. Because of government regulations and the changing needs of our operations, we may change these policies from time to time. We will do our best to let you know of developments that may affect you.

C. OUR COMMITMENT TO FAIR EMPLOYMENT PRACTICES

Marin Laborers is committed to the following goals and fair employment practices:

- It is our policy to treat each person associated with Marin Laborers fairly.
- We try to provide satisfying work through appropriate training opportunities and open, honest communication regarding performance.
- Each of you is entitled to, and we strive to provide, fulfilling work and a safe, healthful, pleasant work environment.
- Each staff member is expected to show interest in his/her work and to work for our benefit as well as personal satisfaction.
- Each person has the right to express his/her views about our policies and procedures. Constructive criticism and suggestions are welcome.
- Marin Laborers staff is expected to behave in a manner consistent with Marin Laborers policies and guidelines.
- You are entitled and encouraged to use the established procedures for resolving serious complaints or problems.

D. WHAT WE EXPECT FROM YOU

Marin Laborers is committed to providing the highest level of service to our customers and clients. It is therefore imperative that employees be aware of what is expected of them while representing the company. Marin Laborers expectations are as follows:

- **Respect:** All employees are expected to show respect for each other and for our customers and clients.
- **Performance excellence:** All employees are expected to perform their tasks at the highest levels of excellence. Providing our clients with safe, efficient and quality service is our primary objective.
- **Accountability:** All employees are expected to be accountable for their actions as employees and managers. This is paramount to the success of the company.
- **Credibility:** Our credibility depends on maintaining a high level of integrity. All employees are expected to be honest and trustworthy. This will enable our business to grow and be more successful.
- **Culture of Safety:** The Company views the safety of its clients and employees as a primary goal. All employees are expected to use industry best practices to achieve that goal.

II. EQUAL OPPORTUNITY

A. STATEMENT OF PURPOSE

We believe all employees are entitled to Equal Employment Opportunity. We try to employ the best people for each position. All personnel decisions are based on merit. It is the intent and desire of Marin Laborers that Equal Employment Opportunity be provided in employment, promotions, wages, and all other

privileges, terms and conditions of employment. You should report any claim of discrimination to Human Resources.

B. OUR PERSONNEL PHILOSOPHY

Our personnel policies are based on the belief that our success depends primarily on YOU, our employees.

It is our policy therefore to provide you with the meaningful opportunities which enable you to enjoy the satisfaction and fulfillment that comes from good surroundings, good rewards and the feeling of accomplishment through work well done.

To this end, we have formally adopted the following Equal Employment Opportunity (EEO) policy:

IT IS THE POLICY OF MARIN LABORERS TO PROVIDE EQUAL OPPORTUNITY TO ALL QUALIFIED EMPLOYEES AND APPLICANTS WITHOUT REGARD TO RACE, CREED, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, AGE, MARITAL STATUS, ANCESTRY, NATIONAL ORIGIN, DISABILITY, VETERAN'S STATUS, GENETIC PREDISPOSITION, CARRIER STATUS OR ANY OTHER LEGALLY PROTECTED CHARACTERISTIC PROVIDED THEY ARE QUALIFIED AND ABLE TO PERFORM THE ESSENTIAL FUNCTIONS OR DUTIES OF A JOB, WITH OR WITHOUT A REASONABLE ACCOMMODATION. AFFIRMATIVE ACTION WILL BE TAKEN TO ENSURE THE IMPLEMENTATION AND ENFORCEMENT OF THIS POLICY.

THIS OBLIGATION TO PROVIDE EQUAL OPPORTUNITY ENCOMPASSES ALL PHASES OF EMPLOYMENT, INCLUDING RECRUITMENT, SELECTION, ASSIGNMENT (OR CLASSIFICATION), PROMOTION, DEMOTION, TRANSFER, LAYOFF AND RECALL, AND SELECTION FOR TRAINING. SIMILARLY, ALL SALARIES, WAGES, OTHER COMPENSATION, INSURANCE PROGRAMS, SOCIAL AND RECREATION PROGRAMS, AND ALL OTHER BENEFITS OR PRIVILEGES OF EMPLOYMENT WILL BE ADMINISTERED IN CONFORMITY WITH THIS POLICY.

IT IS THE OBJECTIVE OF MARIN LABORERS TO COMPLY WITH THE REQUIREMENTS AND OBJECTIVES OF EQUAL OPPORTUNITY EMPLOYMENT AS SET FORTH IN APPLICABLE PRESIDENTIAL EXECUTIVE ORDERS AND OTHER FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO, THE VOCATIONAL REHABILITATION ACT OF 1973, THE VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT OF 1974, THE EQUAL EMPLOYMENT OPPORTUNITY ACT, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE EQUAL PAY ACT OF 1963, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE AMERICANS WITH DISABILITIES ACT OF 1990, AND THE GENETIC INFORMATION NONDISCRIMINATION ACT OF 2008.

WE SEEK TO HIRE INDIVIDUALS WHO ARE QUALIFIED FOR POSITIONS OF EMPLOYMENT BY VIRTUE OF JOB-RELATED STANDARDS OF EDUCATION, TRAINING AND EXPERIENCE, AND WE STRIVE TO AVOID ALL UNLAWFUL EMPLOYMENT AND PROMOTION PRACTICES.

C. HARASSMENT OR DISCRIMINATION

It is the policy of Marin Laborers that all employees are responsible for assuring that our workplace is free from any and all forms of harassment or discrimination, whether they be based on race, creed, color, religion, sex, sexual orientation, age, marital status, ancestry, national origin, disability, veteran's status, genetic predisposition, carrier status or any other legally protected characteristic. Any interference with the ability of our employees to perform their expected job duties in violation of this policy will not be tolerated.

Because of our strong disapproval of offensive or inappropriate sexual behavior at work, all employees must avoid any action or conduct which could be viewed as sexual harassment, including but not limited to:

1. Unwelcome sexual advances; requests for sexual favors; and all other verbal or physical conduct of a sexual or offensive nature, especially where:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
 - Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
 - Such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.
2. Offensive comments, slurs, jokes, innuendo and other sexually oriented statements.
 3. Display of demeaning, sexually suggestive pictures or objects.

Complaint Procedure

Each employee of Marin Laborers is responsible for maintaining an atmosphere free of discrimination and harassment. Further, employees are responsible for respecting the rights of their co-workers.

If you believe you have been the subject of harassment based on your sex, race, or any other basis or believe you have been treated in an unlawful discriminatory manner, promptly report the incident to the Human Resources Generalist who is also our Equal Employment Opportunity Officer (EEO Officer). The EEO Officer will make a prompt, thorough and impartial investigation and take the appropriate corrective action if he or she determines harassment has occurred in violation of federal, state, or municipal law. If you believe it would be inappropriate to discuss the matter with the Equal Opportunity Compliance Officer, report it directly to the President and/or Vice President.

All complaints will be handled promptly. In addition, special privacy safeguards will be applied in handling harassment complaints, under which the privacy of the complaining party and the person accused of harassment will be held in confidence to the extent possible. We will retain as confidential, to the extent possible, all documentation of allegations and investigations.

Marin Laborers will take appropriate corrective action against the offending employee, including disciplinary measures, up to and including discharge, to remedy any violation of this policy. Additionally, an offending employee who discriminates against or harasses another employee may be held to and subject to the same penalties that federal, state and municipal law may impose on employees.

Marin Laborers prohibits any form of retaliation against any employee for filing a complaint under this policy, or for assisting in a complaint investigation. Marin Laborers expects honesty and truthfulness from all employees and that employees will not intentionally provide false or misleading information in connection with any related complaint or investigation.

Please also review the sexual harassment factsheet distributed upon hire and in accordance with New York State and New York City guidelines.

D. NONDISCRIMINATION AGAINST INDIVIDUALS WITH DISABILITIES

Marin Laborers complies with the Americans with Disabilities Act (ADA) and applicable state and local laws prohibiting discrimination in employment against qualified individuals with disabilities. Marin Laborers also provides reasonable accommodation for such individuals in accordance with these laws. Our policy requires that we:

1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the preemployment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.

2. Keep all medical-related information confidential in accordance with the requirements of the ADA and retain such information in separate confidential files.
3. Provide applicants and employees with disabilities with reasonable accommodation.
4. Notify individuals with disabilities that Marin Laborers provides reasonable accommodation to qualified individuals with disabilities, by including this policy in Marin Laborers' Personnel and Benefits Guide and in its corporate policies and procedures manual and by posting the Equal Opportunity Commission's poster on discrimination throughout our facilities.

Procedure for Requesting an Accommodation

A qualified individual with a disability may request a reasonable accommodation from our EEO Officer. On receipt of an accommodation request, the EEO Officer will meet with the individual to discuss and identify the precise limitations resulting from the disability and the potential accommodation that Marin Laborers might make to help overcome those limitations.

The EEO Officer, in conjunction with the appropriate management representatives identified as having a need to know (e.g., the individual's supervisor/department head), will determine the feasibility of the requested accommodation and other possible forms of accommodation, considering various factors, including, but not limited to, the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the facility's overall financial resources and organization, and the impact of the accommodation on the operation of the facility, including its impact on the ability of other employees to perform their duties. The requested accommodation may be denied if it creates an undue hardship for us.

The EEO Officer will inform the employee of our decision. If the accommodation request is denied, the employee will be advised of his/her right to appeal the decision to the President and/or Vice President by submitting a written statement to the EEO Officer along with the reasons for the appeal.

The President and/or Vice President will review all employee appeals. After reviewing an employee's appeal, the EEO Officer will notify the individual making the request of the President and/or Vice President's decision, which will be final.

The term "disability" means, with respect to an individual:

1. a physical or mental impairment that substantially limits one or more of the major life activities of such individual;
2. a record of such an impairment; or
3. being regarded as having such an impairment.

E. IMMIGRATION REFORM AND CONTROL ACT

Marin Laborers complies with the Immigration Reform and Control Act of 1986 which requires us to attest to the U.S. Government that all persons we hire are legally entitled to work in the United States. In order to comply with this law, we must verify your identity and your right to work in the United States. We are required to examine certain documents such as, but not limited to, a U.S. Passport, Certificate of Citizenship, Social Security Card, Certificate of Birth and Driver's License with photograph.

III. YOUR EMPLOYMENT WITH MARIN LABORERS

A. EMPLOYMENT AT WILL

Employment at Marin Laborers may be terminated for any reason, with or without cause or notice, at any time, by the employee or Marin Laborers. Nothing in this *Employee Handbook* or in any oral or written statement shall limit the right to terminate employment at will. Other than the President and/or Vice President, who must do so in writing, no manager, supervisor or employee of Marin Laborers shall have any authority to enter into an employment agreement - express or implied - with any employee providing for employment other than at-will.

Unless otherwise changed by the President and/or Vice President, in writing, this policy of at-will employment is the sole and entire agreement between you and Marin Laborers as to the duration of employment and the circumstances under which employment may be terminated.

With the exception of employment at will, as indicated above, terms and conditions of employment with Marin Laborers may be modified at the sole discretion of Marin Laborers with or without cause or notice at any time. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice. Examples of the types of terms and conditions of employment that are within the sole discretion of Marin Laborers include, but are not limited to, the following: promotion; demotion; transfers; hiring decisions; compensation; benefits; qualifications; discipline; layoff or recall; rules; hours and schedules; work assignments; job duties and responsibilities; production standards; subcontracting; reduction, cessation, or expansion of operations; sale, relocation, merger, or consolidation of operations; determinations concerning the use of equipment, methods, or facilities; or any other terms and conditions that Marin Laborers may determine to be necessary for the safe, efficient, and economic operation of its business.

The at will disclaimer does not, and is not intended to interfere with, limit, or relinquish an employee's right to join with others to work towards altering the terms and conditions of the employee's employment, including at will status.

B. LET'S TALK ABOUT IT

We encourage you to bring your questions, suggestions, and problems to our attention. We will give careful consideration to each of them in our continuing effort to improve Marin Laborers.

If there is anything about your job that is bothering you, let's get it out in the open and talk about it. Discuss it frankly with us and we will do everything we can to help you "iron it out." Your problem will be handled in a fair manner.

Here are the steps you may take:

First, if you feel you have a problem, you should present the situation to your Foreman, or in instances of worksites without a Foreman to the Scheduling/Project Manager, 516-776-9607, so the problem can be resolved quickly. Past situations have shown that most problems can be settled by a simple discussion of facts.

If the problem is not resolved, you should promptly present it, in writing, to the Complaints Officer, Human Resources, for review, investigation, finding and follow-up.

In the rare event you have not resolved the problem using the guidelines above, you may petition the President and/or Vice President, in writing, for his/her intervention regarding the problem.

We are anxious to hear from you on any subject. We want to offer every opportunity to discuss your concerns, so you are assured you have been treated fairly.

C. CATEGORIES OF STAFF

FULL-TIME: Employees who regularly work at least thirty (30) hours per week. These employees are eligible for full-time benefits package and are subject to the terms, conditions, and limitations of each benefit package.

PART-TIME: Employees regularly scheduled to work less than thirty (30) hours per week. These employees are not eligible for full-time benefits package.

D. TIME RECORDS

In accordance with federal laws requiring that accurate records be kept of hours worked in each workday and each workweek, each non-exempt employee will record his/her actual hours of work through use of Marin Laborer's time clock program. Each non-exempt employee is required to clock in upon arrival and when leaving at the end of the day. Marin Laborers has a two-strike policy for failure to clock in or out. If an employee fails to clock in and/or out two (2) times within any 90-day period, we will have the option of removing the employee from the schedule

Should an employee be requested to perform work for Marin Laborers outside of their scheduled shift, the employee must report it immediately to Management who will make the appropriate scheduling correction.

Altering the time records of another employee or allowing someone else to alter or falsify your time records or altering or falsifying time records in any way is a violation of our policy. Any employee who violates this rule will be subject to disciplinary action.

E. PAYROLL CLASSIFICATIONS

All employees filling positions within Marin Laborers must be classified in one of the compensation categories, as defined below:

EXEMPT SALARIED: An executive, administrative or professional employee who customarily and normally exercises supervisory or administrative discretion and judgment or provides professional services and whose primary duty is of substantial importance to the management or operation of Marin Laborers. Employees in this category are not entitled to overtime pay.

NON-EXEMPT HOURLY OR SALARIED: Non-supervisory employee, staff or clerical employees who perform in a different responsible capacity than exempt salaried employees. Non-exempt salaried or hourly employees will receive overtime compensation for any work performed in excess of forty (40) hours per work week.

F. PAY PERIODS AND PAY POLICIES

Marin Laborers' weekly pay period begins on Monday and ends on Sunday. If a shift is scheduled to begin on a Sunday and extends into Monday, the hours worked during that shift will be paid in the previous pay period. Paychecks are issued every week on Fridays for the previous pay period. If a payday falls on a holiday, checks will be available on the next business day after the holiday.

Paychecks cannot be given to anyone other than the person named on the check unless prior written approval is given to the Company by the employee.

Your paystub itemizes deductions made from your gross earnings. The law requires Marin Laborers to make deductions for social security (FICA), Federal and where applicable, State and Local income taxes. Review your payroll stubs. Any errors should be brought to the attention of Payroll immediately.

If you do not understand how your earnings were computed, or if you have any questions concerning your pay, please consult Payroll.

G. HOURS OF WORK / SCHEDULING

Marin Laborers utilizes a scheduling program which is easily accessible via smartphone. All employees can confirm scheduled shift dates and start times through this program. In order to maintain the level of service that our customers expect, it may become necessary to alter and/or extend the employees' end time. In all cases, efforts will be made to advise you of extended hours in advance, however, instances may occur with short notice. If extended hours are requested by the client on any given day, you are expected to fulfill this request. Failure to be available for requested extended hours may result in disciplinary action and/or termination. An employee who leaves a jobsite without providing prior notice and receiving authorization may be deemed to have abandoned his/her job. Any questions regarding scheduling should be directed to the Scheduling Project Manager.

Mandatory unpaid pre-work safety meetings as required by NYC Department of Buildings must be attended 15 minutes prior to each regularly scheduled workday. Employees are expected to arrive on time, 15 minutes prior to their scheduled shift for safety meetings.

Marin Laborers guarantees a minimum 8-hour workday providing the employee arrives to the work site on time. Any employee that arrives late and/or chooses to leave early will be paid only for hours physically worked. You must inform Human Resources before the start of the workday if you will be absent or late and obtain permission from Human Resources to leave early. Employees are paid beginning from the scheduled start time of their shift and will not be paid for early clock in times unless previously agreed upon by management. Marin Laborers may occasionally schedule a part-time shift that is less than 8 hours and employees will be paid only for the hours physically worked. Employees will be notified of the hours paid for the part-time shift prior to scheduling.

H. STANDBY

Employees may be listed on the schedule as Standby. This is an unpaid day unless you are called in to work. All employees scheduled for Standby are expected to be available and able to work a shift when asked to do so. Employees must ensure they are reachable during the hours listed on the schedule. When contacted, employees are expected to respond within 15 minutes. If an employee is not available to work, they can request to be removed from Standby provided they notify the Scheduling Project Manager at least 48 hours in advance. Any employee on Standby that is not available to work or does not respond to a request to work within the required 15 minutes may be subject to disciplinary action up to and including discharge. Marin Laborers has a two-strike policy, meaning if you are not available two (2) times within any 90-day period, we will have the option of removing you from the schedule.

Employees on Standby that are contacted for work are paid a minimum of 8 hours for the day, provided they arrive within two (2) hours of the originally scheduled start time of the shift. Employees that arrive more than two (2) hours after the scheduled start time will be paid only for the hours physically worked.

I. MEAL AND REST BREAKS

All employees working more than six (6) hours per day are entitled to a thirty (30) minute unpaid meal break. The unpaid break will be deducted from the employee's work time each day regardless of whether the employee chooses to take the break.

J. OVERTIME

Non-exempt employees will be paid overtime at the rate of time and one-half (1½) for all hours actually worked over forty (40) in a work week.

Overtime work by non-exempt personnel must be approved in advance by the management team. You must immediately notify the management team of all time worked outside of the shift posted on the scheduling program.

K. TIME OFF REQUESTS

Employees are required to provide a minimum of 48 hours' notice for any requested days off. All requests for time off will be given reasonable consideration. Due to higher than normal demands for service, employees will not be permitted to request time off during the week beginning with Christmas and ending with New Year's Day. Employees that fail to appear to work during this time may be subject to disciplinary action up to and including termination.

L. WHEN YOU ARE ABSENT

Our ability to service our customers depends upon all of us working together as a team. Other staff members are dependent upon you to be on the job every workday, on time, in order to ensure all tasks are properly accomplished. People with unpredictable attendance hurt themselves, other staff members and the company. Your attendance and lateness record are therefore considered important factors at the time of your performance reviews.

If we know when you are out and when to expect you to return, we will be in a better position to plan our work. If you are unable to report for work, you must notify Management as soon as practicable. There is a dedicated phone number for contacting Management if you are unable to report for work with less than 24 hours' notice, 516-271-3044. This dedicated phone number will be monitored by the on-duty member of the management team and is the ONLY number you are permitted to call. Failure to call the dedicated phone number may result in disciplinary action. If you are going to be absent due to sickness, please refer to the Sick Leave policy in this Handbook.

You must explain any absence from work to the management team.

Failure to appear at work without providing the required notice may be cause for disciplinary action. Chronic absenteeism will subject you to disciplinary action, up to and including discharge. An employee who is absent from his/her shift without good cause or without providing the required notice may be deemed to have voluntarily resigned.

This section does not apply to any absences caused by employees engaging in lawful, concerted, protected activity or any work stoppage, which is lawful, protected, concerted activity.

M. LATENESS

Employees are expected to be at work and ready to start work 15 minutes prior to their regularly scheduled workday. Failure to arrive 15 minutes prior to a scheduled shift will be deemed a late arrival. Late clock in times are rounded to the nearest half hour. If you are delayed from reporting to work on time for any reason, you must immediately notify the management team by phone. Leave word of your whereabouts and expected time of arrival. Employees that are late more than once every six months will be disciplined and/or terminated.

Non-exempt employees are not permitted to make up for a late arrival by working past the end of their regularly scheduled shift. Habitual lateness will subject you to disciplinary action, up to and including discharge.

N. SMOKING POLICY

Smoking is not permitted in any building or office owned, rented or maintained by Marin Laborers. Smoking is also prohibited in the vicinity of the worksites the company serves. This includes the use of any tobacco or similar product, including the use of smokeless tobacco, electronic or other type of tobacco substitute. Employees interested in a smoking cessation program should contact Human Resources.

O. OUR DRUG FREE WORKPLACE

It is our policy to prohibit the manufacture, distribution, dispensation, possession, sale or use of controlled substances in our workplace. Any employee who violates this prohibition will be discharged.

immediately. As a condition of employment, all employees agree to comply with our policy and agree to notify management immediately upon any conviction for a violation of a criminal drug statute. At its discretion, Marin Laborers may require employees who violate this policy to successfully complete a drug abuse assistance or rehabilitation program as a condition of continued employment.

If we suspect unlawful drug use at work by any employee, we may request the assistance of police authorities and reserve the right to perform testing of any employee to identify those persons who use unlawful drugs.

An employee who reports to work under the influence of illegal drugs will be removed from duty and will not be permitted to remain on the premises.

The President and his/her designee have the right to conduct an on-the-spot search and inspection of employees and their personal effects as described above if the company suspects an employee is in violation of any part of this policy.

P. ALCOHOL ABUSE

We are sensitive to the problem of alcoholism; however, it must not affect work performance. Marin Laborers will not accept alcohol dependence or use as an excuse for poor performance, chronic absenteeism, tardiness or other violations of our rules. If an employee's abuse of alcohol has an adverse effect on his/her work, the employee will be subject to discharge.

If we suspect an employee of being under the influence of alcohol, we may request the assistance of police authorities and reserve the right to perform testing of any such employee.

An employee who reports to work under the influence of alcohol will be removed from duty and will not be permitted to remain on the premises.

Q. SUGGESTIONS

We all have a stake in keeping our eyes open for ways to save time, effort and money. Marin Laborers welcomes constructive suggestions. Clear, concise suggestion may be emailed or text messaged to the management team. Anonymous suggestions will not be entertained.

Suggestions are generally defined as the description of a proposed new procedure or practice or a modification of current procedure or practice which, in the view of the individual(s) providing the suggestion, will improve efficiency, safety, service, or lower costs. Suggestions can also involve the use of forms, supplies, space, time and reduction of errors.

R. YOUR EMPLOYMENT RECORD

Marin Laborers needs accurate information for social security, tax, insurance and business records. If information in your records is not correct, problems could arise concerning your taxes, employee benefits or other important matters. Please keep the company informed of all changes to your status. You should notify Human Resources on the following occasions:

1. When you change your address and/or telephone number.
2. When you legally change your name or marital status.
3. When there is a change in your income tax exemptions or dependents.
4. When you change your insurance beneficiary.
5. When there is a change in your spouse's employment.

6. When your dependents reach twenty-six (26) years of age.

S. YOUR PERSONNEL RECORD

Your personnel employment record started with your application for employment and is kept in a permanent and confidential file. Performance evaluations and information on other employment related actions (i.e., promotions, training course participation, disciplinary actions, etc.,) and any other relevant job-related information or documents deemed essential by management will also be included in the file.

T. REFERENCES

On occasion we receive requests for information about employees. It is our practice to maintain the confidential nature of our employee records. Information in your personnel file will not voluntarily be disclosed to anyone outside Marin Laborers without a signed consent form from the employee or former employee specifically authorizing the release of the information.

We reserve the right to verify information such as employment status and job title without notification to the individual involved, and to cooperate with law enforcement, public safety, or medical officials who have valid need to ascertain limited specific information about an individual.

U. TERMINATION OF EMPLOYMENT –

Employment may be terminated at any time, with or without cause, by either Marin Laborers or the employee under the following conditions:

1. A Voluntary Termination - A resignation in writing submitted by the employee to the company. Employees are expected to give at least two (2) weeks' notice of resignation. Employees are required to work during the notice period, unless otherwise requested by management.

Employees who fail to show up for work without notice will be deemed to have voluntarily resigned unless the employee can provide a valid justification for his or her absence and the lack of a phone call alerting us to the absence.

2. An Involuntary Termination - There are two types of involuntary termination:

a. A discharge by Marin Laborers. Examples of why an employee may be discharged by Marin Laborers include but are not limited to insubordination, excessive absenteeism or lateness, falsification of records and illegal acts.

b. A lay-off or reduction in force by Marin Laborers due to lack of work, change in program emphasis, relocation or lack of funds or other reason unrelated to the employee's work performance.

In the event of a reduction in force, an employee's refusal to accept another position with Marin Laborers will be considered a voluntary resignation.

The terminated employee must surrender any Marin Laborers property in his or her possession.

This section does not apply and does not reference any employees engaging in lawful, protected, concerted activity.

IV. ELECTRONIC COMMUNICATION AND EMPLOYEE PRIVACY

A. COMPUTERS AND OTHER RESOURCES

An employee may only access files or programs that he/she has permission to enter. Employees shall not use unauthorized codes or passwords to gain access to others' files. The unauthorized

review of files, copying of software, dissemination of passwords, damage to systems, removal of files, or removal of programs or software contained in the computer system may be grounds for disciplinary action, up to and including termination.

B. EMPLOYEE PRIVACY, ELECTRONIC MAIL AND VOICE MAIL

Foul, inappropriate, or offensive messages, such as those including racial or sexual slurs, are prohibited. The foregoing policy is included herein to promote and in furtherance of Marin Laborers Fair Employment Practices and Non-Discrimination Policies. E-mail communications shall not be used for nonbusiness-related communication during employees' working time. E-mail, on working time, shall not be used to solicit outside business ventures, or for political or religious causes. Use of any other E-mail system sponsored by an Internet Service Provider ("ISP") for Marin Laborers's business-related communication is also prohibited. Break and meal periods are not considered working time for the purpose of this provision. This clause is not meant to limit an employee's right to discuss information in furtherance of the employee's protected concerted activities.

Employees are hereby notified that their e-mail messages and voice mail messages are subject to search and disclosure at any time, with or without notice. Employees are notified they should have no expectation of privacy concerning the e-mail or voice mail system or any other matters, data, or information on Marin Laborers's computer system. As owner of the e-mail and voice mail system, Marin Laborers reserves the right to monitor, access, retrieve, and delete any information stored in, created, received, or sent over the e-mail or voice mail system, for any reason, without the permission of any employee, and without notice.

Even though we have the right to retrieve and read any e-mail or voice mail messages, those messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any e-mail messages that are not sent to them. Any exception to this policy must receive the prior approval of the President or Vice President.

C. INTERNET POLICY

Certain employees may be provided with access to the Internet to assist them in performing their jobs. The Internet is a valuable source of information and research. Your use of the Internet is governed by this policy and the e-mail policy.

1. Disclaimer of liability for use of Internet

We are not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers containing millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. In addition, having an e-mail address on the Internet may lead to receipt of unsolicited e-mail containing offensive content. Users accessing the Internet do so at their own risk.

2. Duty not to waste computer resources

Employees must not perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, spending excessive amounts of time on the Internet, playing games, or otherwise creating unnecessary network traffic.

3. No expectation of privacy

The computers and computer accounts given to employees are to assist them in the performance of their jobs. Employees should not have an expectation of privacy in anything they create, store, send, or receive on Marin Laborers's computer system. The computer system belongs to Marin Laborers and may only be used for business purposes unless otherwise provided in this Guide.

4. Monitoring computer usage

Marin Laborers has the right, but not the duty, to monitor any and all aspects of our computer system, including, but not limited to, monitoring sites visited by employees on the Internet, monitoring chat groups and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing e-mail sent and received by users.

5. Prohibited activities

Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful, inappropriate and/or offensive (including offensive material concerning sex, race, color, national origin, religion, sexual orientation, age, marital status, disability, or other characteristic protected by law), violate Marin Laborers's equal employment opportunity policy and policies against sexual or other harassment and may not be downloaded from the Internet or displayed or stored in our computers. Employees encountering or receiving this kind of material should immediately disconnect from the Internet site (link) and report the incident to their supervisor. Our equal employment opportunity policy and our policies against sexual or other harassment apply fully to the use of the Internet and any violation of those policies is grounds for discipline up to and including discharge.

6. Illegal copying

Employees may not illegally copy material protected under copyright law or make that material available to others for copying. Employees must respect all copyright and other intellectual property laws. For Marin Laborers's protection as well as your own, it is critical that you show proper respect for the laws governing copyrights, fair use of copyrighted material owned by others, trademarks and other intellectual property, including Marin Laborers's own copyrights and trademarks. Employees are also responsible for complying with applicable licenses that may apply to software, files, graphics, documents, messages, and other material for which a registration fee is charged.

7. Accessing the Internet

To ensure the security of Marin Laborers computer system and to avoid the spread of viruses, employees accessing the Internet through computers attached to Marin Laborers network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to our network.

8. Virus detection

Files obtained from sources outside our network, including disks brought from home, files downloaded from the Internet, news groups, bulletin boards, or other online service; files attached to e-mail; and files provided by customers or vendors may contain computer viruses that may damage Marin Laborers's computer network. Employees should never download files from the Internet, accept e-mail attachments from outsiders, or use disks from non-Marine Laborers sources, without first scanning the material with an approved anti-virus computer utility program. If you suspect that a virus has been introduced into our network, notify the PRESIDENT immediately.

Employee use of personal technology (including the use of mobile phones, personal electronic devices and personal computers) is prohibited while performing work related tasks, or under any circumstances that could disrupt the work environment or interfere with safety. This includes phone calls, the sending or receiving of text messages or emails, and any other form of electronic communication, whether "hands-free" or otherwise. The use of these devices is permitted only during breaks and meal periods taken away from the worksite.

Employees may not carry, monitor or transmit any communications related to any Marin Laborers business with any devices, such as pagers, radios or scanners.

Due to the potential for issues such as invasion of privacy, sexual or other forms of harassment or discrimination (as defined by our Harassment & Discrimination Policy herein), protection of Marin Laborers's proprietary information, employees may not take, distribute, or post pictures, videos, or audio recordings of work areas. An exception to the rule concerning pictures and recordings of work areas would be to engage in activity protected by the National Labor Relations Act in connection with the employee engaging in a protected concerted activity.

Violation of this policy will lead to disciplinary action, up to and including discharge.

V. YOUR BENEFITS

Your financial benefits with Marin Laborers extend beyond your paycheck. We provide a superior benefits program to give you and your family protection and peace of mind. Our benefits package is reviewed periodically to assure complete and well-balanced coverage. The following is a brief outline of benefits. If you have any questions about them, be sure to ask Human Resources for details.

A. HOLIDAYS

Marin Laborers observes the following holidays New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Any employee who works on one of the above listed holidays will be paid at one and one-half (1½) times their regular hourly rate for all hours worked. The company staffs for Holidays based on demand for service. There is no compensation for a holiday if you do not physically work on the holiday.

B. PAID SAFE & SICK LEAVE

Marin Laborers complies with the New York City Earned Safe and Sick Time Act. All employees who work at least eighty (80) hours in a calendar year are entitled to paid safe and sick leave. Employees may use their earned sick time for the following purposes:

- To care for themselves due to an illness, mental or physical, or for treatment of an injury or a health condition that necessitates medical or preventative care.
- To provide care for comparable issues to a family member defined as an employees' child, spouse, domestic partner, parent, sibling, grandparent, grandchild or a parent or a child of an employee's spouse or domestic partner.
- When Marin Laborers has been shut down temporarily due to a public health emergency or where an employee's child's school or childcare provider has been closed by order of a public official due to a public health emergency.
- Should the employee or employee's family member be the victim of any act or threat of domestic violence or unwanted sexual contact, stalking, or human trafficking and the employee needs to take actions necessary to restore the physical, psychological, or economic health or safety of the employee or employee's family members or to protect those who associate or work with the employee including to:
 - Obtain services from a domestic violence shelter, rape crisis center, or other services program.
 - Participate in safety planning, relocate, or take other actions to protect the employee's safety or that of an employee's family member, including enrolling children in a new school.

- Meet with an attorney or social service provider to obtain information and advice related to custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, or consumer credit.
- File a domestic incident report with law enforcement or meet with a district attorney's office.

Employees will begin to accrue safe and sick leave on their first day of employment. Employees will not be eligible to use safe and sick leave until 120 days after the start of their employment. After 120 days, employees may use safe and sick leave as it is accrued. An employee who has taken an approved leave of absence during the year will have safe and sick leave benefits prorated according to the amount of time worked during the year. Safe and sick leave must be taken in daily increments of at least four (4) hours.

Non-exempt employees who work eighty (80) or more hours per year will accrue safe and sick time at the rate of one (1) hour per thirty (30) hours worked, up to a maximum of forty (40) hours per calendar year, which runs from January 1 to December 31. Unused safe and sick time can be carried over from year to year up to a maximum of forty (40) hours. However, no more than forty (40) hours of sick time may be used in any one calendar year.

In cases where an employee uses safe and sick leave for more than three (3) consecutive days, the company reserves the right to require that, within seven (7) days of returning to work, the employee provide written documentation, signed by a licensed health care provider, confirming both the need for the amount of sick leave taken and that the use of sick leave was for a purpose authorized under the law.

All safe and sick leave taken, including the dates and times, will be recorded and approved on the Marin Laborers' scheduling program.

To receive safe and sick pay, you must provide notice to the company. Where the need for safe and sick time is foreseeable, you must notify the Scheduling Project Manager of the need for such leave, in writing, seven (7) days prior to the date such safe and sick time is to begin. Where the need for safe and sick time is not foreseeable, you must notify management as soon as practicable.

Employees will not be paid for unused sick leave at the end of the calendar year or upon the separation of their employment with the company.

C. JURY DUTY

Marin Labores will cooperate with employees to enable them to fulfill their civic obligation of serving on jury duty. Employees summoned for jury duty will be paid \$40.00 per day in lieu of their regular pay for the first three (3) days of jury service.

Employees must provide a copy of their jury duty notice or summons to Management upon receipt and before their appearance is required. They must also provide a copy of their certificate of jury service stating the number of days served as a juror to management immediately upon completion of jury duty.

If the employee is excused from jury duty for any day during the required period of service, the employee shall report for work, as scheduled. An employee shall not receive jury duty pay unless they will miss time from work. Employees will not be paid during days they are not regularly scheduled for work or coinciding with any authorized leave of absence from work, or under any other employer benefit plan or policy.

D. TIME OFF TO VOTE

Marin Labores provides employees up to three hours of paid time to enable the employee to vote in any election. The requested time off must be made no later than two (2) working days prior to the election and must be utilized at the end of the shift.

E. HEALTH INSURANCE

Full-time Marin Laborers employees, those who work at least 130 hours per month, who have satisfactorily completed ninety (90) days of employment may be eligible for individual or family health coverage. Marin Laborers contributes a portion of the cost of a basic health plan for each eligible employee. Employees may elect to enroll in a family health plan, for which the employee will be responsible for the full additional cost. Employees will be advised of Marin Laborers' contributory percentage at the beginning of an Employee's enrollment into the health plan or the beginning of each plan year. Coverage begins for employees effective upon the completion of ninety (90) days of employment.

Employees will be given booklets which describe in detail the benefits provided. Please see the Summary Plan Description for further details. If you have any questions regarding your eligibility or require additional information regarding Marin Laborers' health insurance program, please contact Human Resources.

To the extent the policies set forth herein shall conflict with any state or federal mandated health coverage the requirements of the state or federal mandate shall apply.

F. COMMUTER BENEFITS

Employees that work at jobsites location within the five boroughs of New York City are eligible to enroll in a commuter account once employment begins. All paperwork must be submitted by the 12th of the month preceding the benefit start date. A commuter account is an employer-sponsored benefit program that allows the employee to set aside pre-tax funds in a separate account to pay for qualified mass transit and parking expenses associated with the employee's commute to work. Eligible employees can set aside up to \$255 per month pre-tax for both mass transit and parking. Any amounts great than the \$255 will be deducted post-tax. This pre-tax amount will be automatically deducted from the employee's payroll. The employee's monthly balance is carried forward. Employees can adjust the contribution, join, or disenroll plan participation at any time.

VI. LEAVES OF ABSENCES

A. MILITARY LEAVE

If you are called to active military duty or to Reserve or National Guard training, or if you volunteer for the same, you should submit copies of your military orders to your supervisor as soon as practicable. You will be granted a military leave of absence without pay for the period of military service, or the military service of their relatives, in accordance with applicable federal and state laws. If you are a reservist or a member of the National Guard, you are granted time off without pay for required military training. Your eligibility for reinstatement after your military duty or training is completed is determined in accordance with applicable federal and state laws.

Employees are advised they may be eligible to additional leave, related to their military service, or the military service or their relatives, pursuant to the Family and Medical Leave Act.

B. CRIME VICTIM LEAVE

Employees who have been victims of crimes may take time off from work to attend court or other legal or investigative proceedings associated with the prosecution of the crime.

To request leave, employees must give the Scheduling/Project Manager a copy of a form they received from the applicable law enforcement agency and a copy of the notice for each scheduled proceeding that they will attend before taking time off. Notice should be provided as soon as possible.

The leave will be unpaid.

C. DISABILITY LEAVE

1. Definition and Eligibility

An employee may be entitled to an unpaid disability leave of absence. Leave may be taken when the employee is unable to perform the functions of his or her position because of a serious health condition. Benefits are paid for a maximum of 26 weeks in any 52 consecutive week period. Combined Disability leave and Paid Family Leave may not exceed 26 weeks. Please refer to Section E, Paid Family Leave. There is a seven-day waiting period during which no benefits are paid. Benefits are paid beginning the eighth consecutive day of disability.

The term a "serious health condition" does not apply to brief illnesses, such as absences of less than five (5) calendar days and where the illness does not involve ongoing treatment by a physician or health care provider. The term is intended to cover conditions or illnesses affecting the employee's health to the extent that inpatient care (e.g. hospitalization) is required, or absences are necessary for more than a few days for treatment or recovery. Maternity leave is included in this definition.

2. Scope

The provisions of this policy shall apply to all medical leaves of absence except to the extent that such leaves are covered under other paid employment benefit plans or policies for any part of the eight (8) weeks of leave to which the employee may be entitled under this policy. In other words, if an employee is entitled to paid leave under another benefit plan or policy (sick days, etc.), the employee must take the paid leave first.

3. Basic Regulations and Conditions of Leave

a. Marin Laborers will require medical certification to support a claim for leave for an employee's own disability. The certification must include an estimate of the amount of time the employee will be out of work.

b. Intermittent leave is not available.

c. An employee will be granted reemployment with Marin Laborers if the approved disability leave lasts no longer than eight (8) weeks and the employee's position or a similar position still exists at the end of the employee's leave.

d. When the employee is ready to return to work the employee shall provide Human Resources with a doctor's certification that the employee is physically able to return to work.

e. The employee must immediately notify Human Resources when the employee is able to return to work. A failure to return to work when able or a failure to return to work when the leave expires will result in termination. In addition, any employee who secures alternative employment, or was gainfully employed elsewhere during the leave period will be deemed to have terminated employment with Marin Laborers as of the date when the leave began.

4. Eligibility

Any employee who has completed his or her Introductory Period may be eligible to take a disability leave of absence.

5. Notification and reporting requirements

When the need for leave is foreseeable, such as planned medical treatment, the employee must provide reasonable prior notice to Human Resources and make efforts to schedule leave so as not to disrupt Marin Laborers operations. The failure to provide reasonable notice may result in denial of the leave until proper and timely notice is given by the employee. An employee must report periodically on his or her leave status and intention to return to work.

6. Status of employee benefits during leave of absence

a. Each employee who is granted an approved leave of absence under this policy is advised to provide for the retention of his or her group insurance coverage(s) by arranging to pay his/her regular contributions during the period of unpaid absence. After the eighth (8) week of leave Marin Laborers will not pay for any portion of the employee's health insurance during the employee's continued leave of absence and the employee is responsible for the entire cost of the his or her health insurance.

b. The employee will not be entitled to earn additional employee benefits (e.g. vacation, sick or personal leave) during the period of leave.

7. Procedures

A Request for Leave of Absence Form must, where medically possible, be originated in duplicate by the employee. This form should be completed in detail, signed by the employee, submitted to the immediate supervisor for proper approvals and forwarded to Human Resources. If possible, the form should be submitted thirty (30) days in advance of the effective date of the leave.

All requests for medical leaves of absence due to illness will include the following information attached to a completed Request for Leave of Absence: Sufficient medical certification stating 1) the date on which the serious health condition commenced; 2) the probable duration of the condition; and 3) the appropriate medical facts within the knowledge of the health care provider regarding the condition which establish that the employee is unable to perform the functions of his or her position.

8. Reemployment

An employee will be guaranteed reemployment with Marin Laborers if the approved leave lasts no longer than eight (8) weeks and the employee's position still exists at the end of the employee's leave.

9. Confidentiality

In dealing with any sensitive personal or health care matter where confidentiality is desired, employees are urged to consult directly with Human Resources. Such confidentiality will be maintained except for information concerning any work limitations/restrictions or required information for first-aid or safety personnel. In either case, an employee's medical certification will be treated as a confidential medical record, which will be maintained separate from an employee's file.

D. FAMILY AND MEDICAL LEAVE OF ABSENCE

If both the employee and the employee's request for leave are covered under the Family and Medical Leave Act, as amended, ("FMLA") and its applicable regulations, the employee's unpaid leave will be governed by the following procedures. If either the employee or the employee's request for leave is not covered by the FMLA and its applicable regulations, the employee's unpaid leave will be governed by the procedures set forth within the section entitled "DISABILITY LEAVE." An employee will only be able to avail himself or herself of the leave policies as described below provided Marin Laborers has fifty (50) employees working within seventy-five (75) miles.

1. Definitions

a. "Family and Medical Leave of Absence" shall be defined as:

1) an approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per 12-month period under the following circumstances as more fully described under the FMLA and its applicable regulations:

a) for the birth of a son or daughter, and to care for the newborn child;

- b) for placement with the employee of a son or daughter for adoption or foster care;
- c) to care for the employee's spouse, son, daughter, or parent with a "serious health condition";
- d) because of a "serious health condition" that makes the employee unable to perform the functions of the employee's job; or
- e) because of any "qualifying exigency" arising out of the fact that the employee's spouse, son, daughter, or parent is a "covered military member" on active duty (or has been notified of an impending call or order to active duty) in support of a "contingency operation";

OR

- 2) an approved absence available to eligible employees for up to twenty six (26) weeks of leave in a single 12-month period to care for a "covered servicemember" with a "serious injury or illness" if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember;

all as more fully described under the FMLA and its applicable regulations.

b. "Serious health condition" generally applies, among other things, to illnesses, injury, impairment or physical/mental condition:

- 1) involving a period of incapacity lasting more than three (3) consecutive, full calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - a) treatment two (2) or more times, within thirty (30) days of the first day of incapacity, unless extenuating circumstances exist, by a healthcare provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
 - b) treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider;

OR

- 2) involving a period of incapacity due to pregnancy or for prenatal care;

OR

- 3) involving a period of incapacity or treatment for such incapacity due to a "chronic serious health condition";

OR

- 4) involving a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;

AND

- 5) involving any period of absence to receive multiple treatments (including any period of recovery therefrom) by a healthcare provider or a provider of health care services under orders of, or on referral by, a health care provider for:
 - a) restorative surgery after an accident or other injury; or
 - b) a condition that would likely result in a period of incapacity of more than three (3) consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis);

all as more fully described under the FMLA and its applicable regulations. In short, the term “serious health condition” is intended to cover conditions or illnesses affecting the covered employee or family member to the extent that inpatient care (e.g. hospitalization) is required, or absences are necessary on a recurring basis, or for more than a few days for treatment or recovery.

2. **Scope**

The provisions of this policy shall apply to all leaves of absences permitted under the provisions of the FMLA and its applicable regulations, including, but not limited to, leave due to qualifying exigency and servicemember family leave which are discussed below.

If an employee is entitled to paid time under another employment policy, the employee must concurrently exhaust the paid leave up front. The balance of the Family and Medical Leave will be unpaid.

3. **Leave taken by Military Families**

As noted above, Family and Medical Leave can be taken for a variety of medical reasons (e.g., “serious health condition” of the employee). However, as noted above, Family and Medical Leave can be also taken for family-related reasons. These bases, which affect military families and are fully described in the FMLA and its applicable regulations, are briefly discussed below.

a. Leave due to Qualifying Exigency

- 1) Eligible employees who experience a “qualifying exigency” relating to a family member’s military service are eligible to receive twelve (12) weeks of unpaid leave. “Qualifying exigency” leave is available in nine (9) situations which are briefly identified below and more fully described in the FMLA and its applicable regulations: a) short notice deployment; b) military events and related activities; c) childcare and school activities; d) care of a parent who is incapable of self-care; e) financial and legal arrangements; f) counseling; g) rest and recuperation; h) post deployment activities; and i) additional activities to address a covered military member’s military duty, as mutually agreed by the employee and Marin Laborers.

b. Servicemember Family Leave

- 1) Pursuant to the FMLA and its applicable regulations, an employee can take FMLA “servicemember family leave,” which entitles eligible employees to twenty-six (26) weeks of leave from work, in order to provide care for a family member who has been injured during military service. An eligible employee is the spouse, son, daughter, or parent of a covered servicemember.

- 2) Unlike all other forms of Family and Medical Leave, servicemember family leave is also available to the “next of kin” of a covered servicemember, *i.e.*, the nearest blood relative of that servicemember. A “covered servicemember” is generally (i) any member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing treatment or therapy for a serious injury or illness incurred while on active duty; or (ii) a veteran who was discharged or released 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.
- 3) Servicemember family leave is available during a single twelve (12) month period only and must be taken within twelve (12) months after the first day of such leave. If an eligible employee does not take all of his or her twenty-six (26) workweeks of servicemember family leave during this single twelve (12) month period, the remaining part of such leave is forfeited.
- 4) Servicemember family leave is to be applied on a “per-covered-servicemember, per injury basis” such that an eligible employee may be entitled to take more than one period of twenty-six (26) workweeks of leave if the leave is to care for different covered servicemembers or to care for the same servicemember with a subsequent injury or illness, except that no more than twenty-six (26) workweeks of leave may be taken within any single twelve (12) month period. An eligible employee may take more than one period of twenty-six (26) workweeks of leave to care for a covered servicemember with more than one serious injury or illness only when the serious injury or illness is a subsequent serious injury or illness. When an eligible employee takes leave to care for more than one covered servicemember or for a subsequent serious injury or illness of the same covered servicemember, and the single twelve (12) months periods corresponding to the different military caregiver leave entitlements overlap, the employee is limited to taking no more than twenty-six (26) workweeks of leave in each single twelve (12) month period.

Eligible employees are entitled to a “combined total of twenty-six (26) workweeks” of Family and Medical Leave and may not exceed that amount during the twelve (12) month period by combining servicemember family leave with other forms of Family and Medical Leave.

4. **Eligibility**

To be eligible for leave under this policy, an employee must (1) have been employed for at least twelve (12) months; and (2) have worked one thousand two hundred and fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement of the leave; and (3) be employed at a worksite where 50 or more employees are employed by Marin Laborers within seventy-five (75) miles of that worksite. The twelve (12) months an employee must have been employed by Marin Laborers need not be consecutive months.

Generally, employment periods prior to a break in service of seven (7) years or more will not be counted in determining whether the employee has been employed by Marin Laborers for at least twelve (12) months. However, employment periods preceding a break in service of more than seven (7) years will be counted in determining whether the employee has been employed by Marin Laborers for at least twelve (12) months when: (a) the employee’s break in service is occasioned by the fulfillment of the employee’s National Guard or Reserve military service obligation; or (b) a written agreement exists concerning Marin Laborers’s intention to rehire the employee after the break in service (e.g., for purposes of the employee furthering his/her education or for childrearing purposes).

In determining whether the employee worked the one thousand two hundred and fifty (1,250) hours of service, an employee returning from fulfilling his/her National Guard or Reserve Military obligation shall be credited with the hours of service that would have been performed but for the period of military service.

5. **Basic Regulations and Conditions of Leave**

- a. Marin Laborers will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. The certification must include an estimate of the amount of time the employee needs to provide care. At Marin Laborers's discretion, Marin Laborers may require a second medical opinion and periodic recertification at Marin Laborers's expense. If the first and second opinions differ, Marin Laborers, at its expense, may require the binding opinion of a third health care provider, approved jointly by Marin Laborers and the employee.
- b. If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, Marin Laborers may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.
- c. Unless the employee is otherwise notified, all leave of medical or family nature should be considered "Family and Medical Leave" and should be considered governed by this policy.
- d. In the event an employee requires Family and Medical leave to care for a covered servicemember who suffered a serious injury or illness in the line of active military service and who is undergoing medical treatment, recuperation, or therapy; otherwise is in outpatient status or is on the temporary disability retired list, Marin Laborers may require the employee to obtain a certification completed by the servicemember's healthcare provider.
- e. In the event an employee requires leave due to a "qualifying exigency," Marin Laborers may require the employee to provide a copy of the active duty orders or other documentation demonstrating the family member's call to active duty. Further, Marin Laborers may require the employee to submit a certification stating the dates of leave, if known.

6. **Notification and reporting requirements**

When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt Marin Laborers operations. The failure to provide reasonable notice may result in denial of the leave until proper and timely notice is given by the employee. Additionally, in the event an employee provides notice of foreseeable leave less than thirty (30) days before the leave is to start, Marin Laborers may require the employee to explain why it was not practicable to provide notice sooner. When the need for leave is not foreseeable, the employee must provide notice "as soon as practicable." In cases of illness, the employee will be required to report periodically on his or her leave status and intention to return to work.

7. **Status of employee benefits during leaves of absence**

- a. Any employee who is granted an approved leave of absence under this policy is advised to provide for the retention of his or her group insurance coverage if such coverage is paid for by the employee by arranging to pay the premium contributions during the period of unpaid absence.

- b. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, Marin Laborers may recover from the employee the cost of any payments made by Marin Laborers to maintain the employee's coverage unless the failure to return to work was for reasons beyond the employee's control. Benefit entitlements based upon length of service will be calculated as of the last paid workday prior to the start of the unpaid leave of absence.
- c. The employee will not be entitled to earn additional employee benefits (e.g. paid vacation and sick days) during the period of leave.

8. **Procedures**

Completion of "Request for Family and Medical Leave of Absence" form:

A "Request for Family and Medical Leave of Absence" must be originated in duplicate by the employee. This request should be completed in detail, signed by the employee and submitted to Human Resources. If possible, the request should be submitted thirty (30) days in advance of the effective date of the leave.

- a. Employees requesting a Family and Medical Leave of Absence will be provided a "Notice of Employee Rights and Responsibilities Under the Family and Medical Leave Act" by Marin Laborers. The Notice of Employee Rights and Responsibilities Under the Family and Medical Leave Act provides basic information regarding, among other things, the various bases for FMLA leave, general eligibility requirements, and employee obligations under the FMLA.
- b. Absent extenuating circumstances, within five (5) business days of Marin Laborers's receipt of the employee's written request for a "Family and Medical Leaves of Absence," Marin Laborers will also provide the employee a "Notice of Eligibility and Rights and Responsibilities" advising said employee whether he/she is eligible for Family and Medical Leave.
- c. Any employee requesting Family and Medical Leave due to the "serious health condition" of the covered employee or the covered employee's covered family member must submit to Human Resources the appropriate "Certification of Health Care Provider" form completed by the appropriate health care provider. The Certification of Health Care Provider form must be submitted to Human Resources within fifteen (15) calendar days after the employee's gives notice of his/her need for Family and Medical Leave. The information required in the Certification of Health Care Provider form includes, but is not limited to: (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; and (3) the appropriate medical facts within the knowledge of the health care provider regarding the condition to support the need for leave.
- d. Where the Family and Medical Leave is requested for purposes of leave to care for the "serious health condition" of a covered family member, the Certification of Health Care Provider form must contain information to establish that the family member is in need care.
- e. Where the Family and Medical Leave is requested for purposes of leave to care for the employee's own "serious health condition", the Certification of Health Care Provider form must contain information to establish that the employee is unable to perform the functions of his or her position and the nature of any other work restrictions.

- f. If an employee requests leave on an intermittent or reduced schedule basis for planned medical treatment of the employee's or a covered family member's "serious health condition", the Certification of Health Care Provider form must contain information sufficient to establish the medical necessity for such intermittent or reduced schedule leave and an estimate of the dates and duration of such treatments and any periods of recovery. If an employee requests intermittent leave, Marin Laborers may temporarily transfer the employee to an alternative position with equivalent pay and benefits which accommodates the employee's request for leave.
- g. If an employee requests leave on an intermittent or reduced schedule basis for the employee's "serious health condition", including pregnancy, that may result in unforeseeable episodes of incapacity, the Certification of Health Care Provider form must contain information sufficient to establish the medical necessity for such intermittent or reduced schedule leave and an estimate of the frequency and duration of the episodes of incapacity;
- h. If an employee requests leave on an intermittent or reduced schedule basis to care for a covered family member with a "serious health condition", the Certification of Health Care Provider form must contain a statement that such leave is medically necessary to care for the family member, and an estimate of the frequency and duration of the required leave.
- i. The first time a covered employee requests leave due to a "qualified exigency" arising out of the active duty or call to active duty status of a "covered military member" as defined under the FMLA and its applicable regulations, the employee must provide a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or call to active duty status in support of the contingency operation and the dates of the covered military member's active duty service. A copy of new active duty orders or other documentation issued by the military shall be provided to Marin Laborers if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different covered military member. Further, the employee will be required to provide a "Certification of Qualifying Exigency for Military Family Leave" setting forth, among other things: 1) a statement or description signed by the employee, of appropriate facts regarding the qualifying exigency for which FMLA leave is requested (e.g. information on the type of qualifying exigency for which leave is requested, a copy of the meeting commencement for informational briefings sponsored by the military, or a document confirming an appointment with a counselor or school official); 2) the approximate date on which the qualifying exigency commenced or will commence; 3) the beginning and end dates for the absence if the employee requests leave because a qualifying exigency, for a single, continuous period of time, or an estimate of the frequency and duration of the qualifying exigency if an employee requests leave because of a qualifying exigency or on an intermittent or reduced schedule basis.
- j. When an employee requests leave to care for a seriously injured or seriously ill servicemember, the employee must obtain and submit a "Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave" completed by the servicemember's healthcare provider. The certification must state, among other things: 1) whether the servicemember was injured in active duty; 2) the approximate dates on which the injury or illness commenced or occurred and its probable duration; and 3) a description of appropriate medical facts regarding covered servicemember's health condition establishing the need for care. The employee must also submit a certification setting forth, among other things: 1) the name of the covered servicemember's for whom the employee is requesting leave to care; 2) the relationship of the employee to the covered servicemember for whom the employee is requesting leave to care; 3) whether the covered servicemember is a current member

of the Armed Forces, the National Guard or Reserves, and the covered servicemember's military branch, rank and current unit assignment; 4) and a description of the care to be provided to the covered servicemember and an estimate of the leave needed to provide the care. The employee, if necessary, must also provide documentation confirming the family relationship with the servicemember.

- k. It is the employee's responsibility to provide Marin Laborers with complete and sufficient certification and the employee's failure to do so will result in the denial of the requested Family and Medical Leave. Marin Laborers will advise the employee whenever Marin Laborers finds a certification incomplete or insufficient and shall state in writing what additional information is necessary to make the certification complete and sufficient. A certification is considered incomplete if Marin Laborers receives a certification, but one or more of the applicable entries have not been completed. A certification is considered insufficient if Marin Laborers receives a complete certification, but the information provided is vague, ambiguous, or non-responsive. The employee will be provided with seven (7) calendar days (unless not practicable under the particular circumstances despite the employee's diligent good faith efforts) to cure any such deficiency. A certification that is not returned to Marin Laborers is not considered incomplete or insufficient, but constitutes a failure to provide certification. The employee's failure to provide Marin Laborers with the required certification will result in the denial of the requested Family and Medical Leave.
- l. Absent extenuating circumstances, within five (5) business days of Marin Laborers receipt of enough information to determine whether the leave being requested is being taken for a FMLA-qualifying reason (e.g., Marin Laborers's receipt of the Request for Family and Medical Leave of Absence form and/or the appropriate certification form completed with sufficient information by the proper individuals) Marin Laborers will provide the employee a "Designation Notice" to advise said employee whether the requested leave will be designated and counted as FMLA leave.
- m. At our discretion, Marin Laborers may require a second medical opinion and periodic recertification at our expense. If the first and second opinions differ, Marin Laborers may (at its expense) require the binding opinion of a third health care provider, approved jointly by Marin Laborers and the employee.
- n. An employee returning to work within the twenty six (26) week leave period for leave to care for a covered servicemember with a serious injury or illness, or within the twelve (12) week leave period for all other circumstances qualifying for leave under the FMLA and its applicable regulations shall resume the same job the employee had before going on leave or an equivalent position with the same pay, benefits and working conditions which involves substantially similar duties and responsibilities and entails substantially equivalent skill, effort, responsibility and authority. An employee seeking to return to work after the twenty six (26) week leave period for leave to care for a covered servicemember with a serious injury or illness, or after the twelve (12) week leave period for all other circumstances qualifying for leave under the FMLA and its applicable regulations shall not be entitled to return to work if the job has been filled by another employee or business conditions preclude such reinstatement.
- o. The employee must immediately notify Human Resources when the employee is able to return to work. A failure to return to work when able or a failure to return to work when the leave expires will result in termination. In addition, any employee who secures alternative employment, or was gainfully employed elsewhere during the leave period will be deemed to have terminated employment with Marin Laborers as of the date when the leave began.
- p. If applicable, before returning to work from FMLA leave, the employee shall provide Human Resources a fitness for duty certification confirming that the employee is able

to return to work. This fitness for duty certification must address the employee's ability to perform the essential functions of his/her job.

- q. The employee must utilize any unused portion of the employee's paid vacation, sick and personal days at the commencement of the leave.

9. **Exemptions from Eligibility**

Certain highly compensated "key" employees may not be entitled to reinstatement after a Family and Medical Leave. A key employee is defined as an employee among the highest paid ten percent (10%) of the Marin Laborers workforce.

10. **Assistance**

Any employee with questions regarding his/her eligibility for Family and Medical Leave or requiring assistance completing the necessary forms to request such leave should contact Human Resources as soon as possible.

E. PAID FAMILY LEAVE

1. **Definition and Eligibility**

To be eligible for leave under this policy, an employee must meet full-time or part-time requirements as defined by this policy. Full-time employees must work a regular schedule of 20 or more hours per week and are eligible after 26 consecutive weeks of employment. Part-time employees must work a regular schedule of less than 20 hours per week and are eligible after 175 workdays which do not need to be consecutive. Time spent on paid sick and safe leave can be counted towards employee's eligibility determination. Citizenship and/or immigration status is not a factor in eligibility.

An employee is provided job protected, paid time off free from retaliation or discrimination to:

- a. bond with a newly born, adopted, or foster child within the first 12 months of birth or placement. Paid Family Leave for the birth of a child begins after the birth. It is not available for prenatal conditions.
- b. care for their spouse, domestic partner, child/stepchild, parent/stepparent, parent-in-law, grandparent, or grandchild with a serious health condition. You cannot take Paid Family Leave for your own health condition.
- c. assist their spouse, domestic partner, child/stepchild, parent/stepparent, or parent-in-law when they are deployed abroad on active military service. You cannot use Paid Family Leave for your own qualifying military event.

Please review the factsheet distributed upon hire.

2. **Status of employee benefits during leave of absence**

Each employee who is granted an approved leave of absence under this policy is advised to provide for the retention of his or her group insurance coverage(s) by arranging to pay his/her regular contributions during the period of absence.

3. **Funding**

Paid Family Leave is funded through employee payroll contributions that are set each year to match the cost of coverage. The current rate of employee contributions is 0.153% of an employee's gross

wages each pay period up to a maximum annual contribution of \$107.97. The contribution is reviewed annually and subject to change.

4. **Procedures**

- a. When the need for leave is foreseeable, the employee must provide notice to Human Resources at least 30 days before the start of the leave. If the need is not foreseeable, employees should provide notification as soon as possible.
- b. Leave can be taken either all at once or intermittently, but must be taken in full-day increments.
- c. Contact Human Resources for your Paid Family Leave packet of forms. This packet will include the Request for Paid Family Leave (Form PFL-1), along with any additional forms needed for the type of leave you are requesting. The form instructions will detail what, if any, supporting documentation you will need to submit as part of your Paid Family Leave request. Complete the packet and return it to Human Resources. The forms will then be completed and returned to you within 3 business days.
- d. The completed request package must be submitted to Shelter Point, the insurance carrier of Marin Laborers, within 30 days after the start of your leave to avoid losing benefits. It is your responsibility to submit the forms to Shelter Point.
- e. In most cases, the insurance carrier must pay or deny benefits with 18 days of receiving your completed request or your first day of leave, whichever is later.

5. **Relationship with Other Types of Leave**

- a. Paid Family Leave can be taken by employees who are eligible for time off under the provisions of the FMLA. PFL will run concurrently with designated FMLA leave when the reason for leave qualifies under both PFL and FMLA. Eligible employees must then apply for both PFL and FMLA.
- b. You may not receive short-term disability and Paid Family Leave benefits at the same time. You may not take more than 26 combined weeks of short-term disability and Paid Family in a 52-week period.
- c. If you are unable to work and qualify for Workers' Compensation Benefits, you may not use Paid Family Leave benefits at the same time as you are receiving Workers' Compensation benefits. If you are receiving reduced earnings, you may be eligible for Paid Family Leave. Please check with Human Resources.
- d. The employee will not continue to accrue additional employee benefits (e.g., sick and safe leave) during the period of leave. Employees do not have to take all of their sick leave before using Paid Family Leave.
- e. Employees may not supplement and/or use PFL with accrued time in order to receive full pay during their absence.

6. **Policy on Spouses Taking PFL**

Company policy allows only one employee at a time to receive PFL to bond with the same child or care for the same family member.

VII. OTHER BENEFITS

A. EXTENDED HEALTH CARE COVERAGE (COBRA)

Under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), health care coverage may be extended for eighteen (18) months to employees whose employment or ended or whose hours have been reduced, resulting in loss of coverage, except when termination is for gross misconduct. The eighteen (18) month period may be extended to twenty-nine (29) months if the employee is disabled for Social Security purposes. Health care coverage may also be extended for thirty-six (36) months to spouses and dependents of deceased employees, divorced or legally separated spouses and the dependents of employees covered by Medicare and dependent children who would no longer be covered under the Group Plan. Employees are also urged to see the Summary Plan Description for further information.

Detailed information will be provided to employees upon commencing participation in our Group Health Plan, when a qualifying event occurs, or when the employee has a question concerning his or her benefit plan.

If you have any questions about your COBRA benefit ask Human Resources.

B. STATE DISABILITY INSURANCE

Employees absent from work due to illness, injury or maternity may be eligible to receive weekly disability payments for up to twenty-six (26) weeks in accordance with our Disability Insurance Plan. Additional information, forms and answers to questions may be obtained from Human Resources.

C. UNEMPLOYMENT INSURANCE

All employees are covered under the relevant state unemployment compensation law. Marin Laborers pays the entire cost of this insurance. More information is available from Human Resources.

D. WORKERS' COMPENSATION INSURANCE

If you injure yourself on the job you will be eligible to receive Workers' Compensation benefits. All accidents must be immediately reported, and a claim form obtained from and submitted to Human Resources. This form must be submitted to both the Workers' Compensation Board and our insurance carrier within ten (10) days of an accident. This benefit is paid in full by Marin Laborers.

E. SOCIAL SECURITY AND MEDICARE

Each employee is covered by Social Security and Medicare under the Federal Insurance Contribution Act (FICA). Your contribution is established by law and deducted from your paycheck. Marin Laborers contributes an equal amount on your behalf for your retirement benefit and Medicare.

VIII. MARIN LABORERS RULES

A. CREDENTIALING

Employees who possess licenses, certifications or other credentials necessary for employment must maintain those credentials in accordance with the rules of the granting agency. Employees must carry their required credentials on their person at all times. Any employee who arrives for work without their required credentials will be asked to leave the jobsite without compensation and will be subject to disciplinary action up to and including termination.

Any employee who incurs a lapse, suspension or revocation of a necessary credential must notify the company immediately. Suspension, revocation or a lapse in renewal of a necessary credential may result in disciplinary action up to and including termination

B. CONFIDENTIAL INFORMATION

All information that an employee learns directly as a result of his/her job functions or duties with Marin Laborers, *i.e.*, "official company business," are considered privileged, and is not to be disclosed under any circumstances. This includes customer and Marin Laborers records, memoranda and any other written material. In particular employees should not discuss the following information in public places:

1. All material pertaining to customers, vendors, business partners or individuals served by Marin Laborers except as used by staff in rendering such service.

2. Any information given to staff in writing or orally which is designated as confidential, in accordance with the above-stated paragraph.

3. Salaries or other personal data pertaining to individual staff members to which an employee has access by nature of his/her work or that the employee has learned of only because of the employee's job functions or duties, *i.e.*, "official company business." "Official company business" may include all types of personnel material, such as salary, evaluations, attendance records, data reported on application forms, references written or received by Marin Laborers, or other material relevant to employment.

Employees who have questions about this rule should immediately discuss them with Human Resources.

C. NO SOLICITATION/DISTRIBUTION

Solicitation by an employee of another employee is prohibited, while either the person doing the solicitation or the one being solicited is on working time. Break periods are not considered working time for the purpose of this provision.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of Marin Laborers is prohibited at all times.

Solicitation or distribution of literature by non-employees of Marin Laborers on Marin Laborers property is prohibited at all times.

D. TELEPHONE CALLS

In order not to interrupt our flow of work, personal phone calls should not be conducted during working hours. You are asked to advise your friends and relatives of this policy.

E. SAFETY, INJURIES AND REPORTING ACCIDENTS

Certainly, no one wants to get hurt and few people deliberately take chances. But accidents can happen when someone is careless or fails to follow proper procedures. With an alert safety attitude, you can help to eliminate painful and costly accidents. State and national statistics show that 85% of all accidents are caused by some unsafe act of personal carelessness. Your safety and the safety of your co-workers is one of our greatest concerns.

Therefore, our facilities have active safety and health programs involving all levels of management and employees. You will be provided with more detailed policies regarding the prevention and reporting of accidents and injuries during your training and orientation.

As an individual employee, you are responsible and accountable for your safety and that of others around you. These general responsibilities include:

1. Knowing the safety and reporting protocols relevant to your position with Marin Laborers.
2. Reporting all accidents and injuries, no matter how minor, to Management immediately.

3. Cooperating and participating in accident investigations.
4. Knowing and following all applicable safety rules
5. Attending and participating in safety meetings and scheduled safety training.
6. Maintaining and using all required personal safety protective equipment.
7. Knowing the potential hazards of the equipment and supplies you work with.

If you have any questions regarding proper procedures or any potential hazards of the job you are doing, ask your supervisor.

Always report any accident, injury, or illness to the Management team, who will direct you to the proper personnel and area for treatment. Prompt treatment is often the only difference between a serious injury and a minor one.

F. FRATERNIZING

Marin Laborers recognizes and respects the rights of employees to associate freely and pursue personal relationships with those they encounter in the work environment. However, employees must use good judgment to ensure that those relationships do not compromise their job performance or the ability to supervise others. It is considered unprofessional if the conduct arising from a friendship, romantic or otherwise intimate relationship between employees in the same work location creates an uncomfortable work environment or has an adverse impact on others. This includes, but is not limited to, favoritism, open displays of affection, or making business decisions based on emotions or friendships rather than on the best interests of Marin Laborers. Employees who find themselves in an intimate relationship or friendship should use tact, good judgment and sensitivity.

Employees in a reporting relationship with someone they are consensually dating or married to or with whom they are romantically involved must inform the President. In order to protect the interests of both employees and avoid any conflict of interest, Marin Laborers may elect to work with both individuals to ensure that their employment responsibilities remain separate from their personal relationship. The Company may determine that, in order to avoid an actual or perceived conflict of interest, it is necessary to transfer one of the individuals, or have one of them resign.

G. YOUR GUIDE TO CONDUCT

Every organization must have some rules and regulations in order to function efficiently.

We believe that our discipline code can be best defined by describing activities for which employees may be discharged. The list below, which is not exhaustive and may include additional acts of misconduct other than those identified, is intended to make employees aware that we cannot tolerate:

1. Stealing or willfully damaging any property of Marin Laborers, its employees, customers, or visitors.
2. Excessive absenteeism or tardiness.
3. Taking excessive breaks.
4. Leaving the premises during working hours without notification, proper authorization, or during non-break time for reasons unrelated to an employee engaging in protected, concerted activity.
5. Failure to fulfill assigned duties.

6. Gambling on Marin Laborers property or during work time.
7. Fighting or assaulting any individual.
8. Threatening, intimidating, coercing, or otherwise interfering with the job performance of fellow employees or visitors.
9. Verbally abusing Marin Laborers's customers or visitors.
10. Violation of the Marin Laborers's confidentiality rules.
11. Unauthorized disclosure of business secrets or customer confidential information.
12. Use or possession of unlawful drugs or alcoholic beverages while at work.
13. Possession of firearms or any other weapons on Marin Laborers's premises or vehicles at any time.
14. Violation of our no solicitation and distribution rule.
15. Falsification of your resume, employment application, time records, or other Marin Laborers records.
16. Misrepresenting facts when applying for a leave of absence or for other time off from work.
17. Disregarding safety rules or common safety practices.
18. Any form of discrimination or harassment which violates a federal or state statute or Marin Laborers's Equal Employment Opportunity policy.
19. Soliciting gratuities from Marin Laborers's customers or business associates.
20. Sleeping on the job.
21. Carelessness or "fooling around" during employee's working time.
22. Abuse of equipment.
23. Inefficiency, inability, and/or negligence in the performance of assigned duties.
24. Failure to meet Marin Laborers's expected level of performance requirements.
25. Engaging in sexual relations with a co-worker on the job.
26. Engaging in any other illegal conduct.

Each employee is expected to abide by Marin Laborers's policies regarding employee conduct and to cooperate fully in any investigation that Marin Laborers may undertake.

Nothing in this Employee Handbook is intended to interfere with the rights of any employee to engage in protected concerted activity, either with co-workers or others, or any other rights provided by the National Labor Relations Act. To the extent that conduct is protected under the National Labor Relations Act, this Guide does not prohibit it.

H. DRESS CODE & PERSONAL APPEARANCE

Impressions are extremely important. The impression you create through your personal appearance and actions will in great measure determine your professional reputation. If you exercise good judgment in always presenting yourself as a professional, your reputation and ours will be enhanced. In an effort to assure that both Marin Laborers and its employees project the best possible attitude to the customers, we expect the following guidelines to be adhered to:

All employees must report to work wearing neat, casual attire. Employees must dress in a manner consistent with good hygiene and safety, compliant with OSHA and code guidelines. You are expected to wear deodorant or antiperspirant to minimize body odor, however, refrain from wearing fragrances that might offend or affect those with allergies. Marin Laborers recognizes that an employee's religious, ethical or moral beliefs or an employee's medical condition or disability may prevent them from complying with this policy. Reasonable accommodations will be made for disabilities and religious beliefs. Questions regarding the appropriateness of a particular article of clothing, hygiene, or manner of appearance should be addressed to Human Resources.

I. SITE SAFETY EQUIPMENT

Employees are required to have all necessary tools and safety equipment needed to perform the tasks associated with the position. All worksite employees will be provided with one (1) of each of the following: safety vest, safety goggles, and gloves. Safety vests, work boots, hard hats, and on certain sites worksites goggles are always required to be worn while at the worksite. Employees that report to work without the proper safety equipment will be asked to leave the worksite without compensation.

J. AUTHORIZED EQUIPMENT

Employees are restricted to the use of hand-held tools only, unless other specific instructions are provided by Marin Laborers in writing. At no time is the use of heavy machinery/equipment permitted. Any employee found in violation will be subject to immediate termination.

K. BUSINESS ETHICS AND RECEIPT OF GIFTS

All employees are expected to follow a basic code of ethical business behavior, which includes:

1. Complying with the letter and spirit of all applicable laws.
2. Carrying out our policies, rules, regulations, and contracts.
3. Dealing honestly and fairly with customers, co-workers, and the general public.
4. Respecting our ownership of all equipment, supplies, books, records and proprietary information.
5. Preserving the confidentiality of our trade secrets and similarly protected proprietary and confidential information, customer lists, plans and decisions, customer trade secrets, and any other confidential information not otherwise available to persons of firms outside Marin Laborers.
6. Understanding that books and records are our property and it is illegal to remove them. This includes manuals, lists, and other information that employees use in their daily work.
7. Declining any gifts, gratuities, or payments offered by anyone with whom we do business. This includes offers of free service, travel, or merchandise. Borrowing from such sources is absolutely prohibited. Only token gifts, including imprinted pens or calendars and unsolicited gifts worth less than twenty-five (\$25.00) dollars may be accepted. If an employee receives a gift in excess of the above amount, the gift should be returned. Any gift should be returned to

the donor with an appropriate explanation. If a return is not practical, the employee receiving the gift must send a thank you explaining our policy and request that further gifts not be given. Meals are not included within the definition of the term "gift". Money, of any amount, is not to be accepted, under any circumstances.

8. Disclosing any outside financial interests that might influence an employee's decisions or actions on the job, including interests in suppliers, customers, or competitors. Employees should not acquire such interests except for publicly traded securities in which the employee owns less than a one percent interest.
9. Not accepting any outside employment with a supplier or competitor or any other employment that could interfere with your responsibilities to us. Any employment with any person or business that has business with or competes with us must be approved in writing, including the acceptance of directorships, honoraria for speeches, or consulting fees.

Employees who have questions about how this code of business ethics applies in particular situations should discuss the exact circumstances with the President. Each situation disclosed will be considered on its merits.

Nothing in this *Employee Handbook* is intended to interfere with the rights of any employee to engage in protected concerted activity, either with co-workers or others, or any other rights provided by the National Labor Relations Act. To the extent that conduct is protected under the National Labor Relations Act, this Guide does not prohibit it.

IX. PERFORMANCE & REVIEWS

A. PERFORMANCE REVIEWS

Our continuing progress depends on the ongoing development of each of us. To help meet the responsibility of your job to the best of your ability, your performance will be reviewed by the site Foreman on a weekly basis. Performance reviews are designed to communicate to the employee how his or her performance compares with expected output and to aid management in discussing job performance with the employee. They also provide an opportunity for you and the company to discuss subjects such as your accomplishments, technical progress, strengths and weaknesses, training needs, your short and long-term goals and your desire for increased job responsibility. The reviews will provide guidance to determine whether other personnel actions are appropriate.

B. WORK PERFORMANCE

All employees are expected to carry out their responsibilities fully, to the best of their abilities, and to adhere to the company policies, procedures and protocols at all times. When informing an employee that work performance does not meet satisfactory standards, the company may take any action it deems appropriate under the circumstances at any time, up to and including termination. In general, employees may be subject to any the following, at the company's discretion, for failure to perform satisfactorily or to adhere to company policies, procedures or protocols:

Verbal Warning: A member of the management team will discuss with the employee the nature of the violation and any expected remedies or improvements. The purpose of this conversation is to ensure that all parties are aware of their respective responsibilities. The conversation will be documented as a Verbal Warning and placed in the employee's Human Resources file.

Written Warning: If a violation warrants a Written Warning, a member of the management team and Human Resources will discuss the violation with the employee. The disciplinary action will be documented and filed with Human Resources.

Suspension: An employee may be suspended from work until the management team and Human Resources has conducted an investigation of the issue. Once the investigation is complete, a determination of the employee's status will be made.

Termination: An employee may be separated from employment with the company.

Notwithstanding any provision in this Employee Handbook to the contrary, **we reserve the right to discipline any employee by any lawful means including immediate discharge, demotion, suspension or other action for any misconduct or for any failure to comply with the rules, policies or goals set forth in this Employee Handbook or for failure to act in the best interests of Marin Laborers.** Nothing in this Employee Handbook is intended to grant contract rights to any employee nor to subject us to any liability for any claim or failure to comply with any of the rules, policies or goals set forth in this Employee Handbook. **Marin Laborers may terminate any employee's employment at any time, for any reason, without notice, with or without cause, where and when it believes it is appropriate.**

X. ANY QUESTIONS?

We hope these policies are clear and understandable; if not, or if you have questions about areas not included in this booklet, feel free to talk to one of us in management. We will help as best we can.

This *Employee Handbook* is intended to give you a broad summary of things you should know about Marin Laborers. The information in this *Employee Handbook* is general in nature, and should questions arise, established procedures will be consulted for complete detail.

**AGAIN, WE WOULD LIKE TO WELCOME YOU TO
MARIN LABORERS.
WE WISH YOU
GOOD LUCK IN YOUR CAREER.**

XI. ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

This is to acknowledge that I have received a copy of Marin Laborers' *Employee Handbook* and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities, and obligations of employment with Marin Laborers. I understand and agree that it is my responsibility to read the *Employee Handbook* and to abide by the rules, policies, and standards set forth in the *Employee Handbook*.

I also acknowledge that my employment with Marin Laborers is not for a specified period of time and can be terminated at any time for any reason, with or without cause or notice, by me or by Marin Laborers. I acknowledge that no oral statements or representations regarding my employment can alter the foregoing. I also acknowledge that other than the President, no manager, supervisor or employee of Marin Laborers has the authority to enter into an employment agreement - express or implied - providing for employment other than at will. I understand that this policy may be changed only by the President, in writing. I acknowledge that nothing in this *Employee Handbook* is intended to interfere with the rights of any employee to engage in protected concerted activity, either with co-workers or others, or any other rights provided by the National Labor Relations Act and, to the extent that conduct is protected under the National Labor Relations Act, this *Employee Handbook* does not prohibit it.

I ALSO ACKNOWLEDGE THAT, EXCEPT FOR THE POLICY OF AT-WILL EMPLOYMENT, (WHICH MAY BE CHANGED ONLY IN WRITING BY THE PRESIDENT), MARIN LABORERS RESERVES THE RIGHT TO REVISE, DELETE, AND ADD TO THE PROVISIONS OF THIS EMPLOYEE HANDBOOK. All such revisions, deletions, or additions must be in writing and must be signed by the President of Marin Laborers. No oral statements or representations can change the provisions of this *Employee Handbook*. **I ALSO ACKNOWLEDGE THAT, EXCEPT FOR THE POLICY OF AT-WILL EMPLOYMENT, TERMS AND CONDITIONS OF EMPLOYMENT WITH MARIN LABORERS MAY BE MODIFIED AT THE SOLE DISCRETION OF MARIN LABORERS WITH OR WITHOUT CAUSE OR NOTICE AT ANY TIME.** No implied contract concerning any employment-related decision, term of employment, or condition of employment can be established by any other statement, conduct, policy, or practice. I understand Marin Laborers' at-will policy of employment may only be altered by the President, in writing.

I understand that the foregoing agreement concerning my employment status and Marin Laborers' right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and Marin Laborers concerning the duration of my employment, the circumstances under which my employment may be terminated, and the circumstances under which the terms and conditions of my employment may change. I further understand this agreement supersedes all prior employee guides or handbooks from Marin Laborers and all prior agreements, understandings, and representations concerning my employment with Marin Laborers. This paragraph specifically excludes any agreement(s) I previously executed with Marin Laborers concerning Confidentiality, Non-Interference, Non-Solicitation and Non-Compete, or any agreement(s) or portions of said agreement(s) which concern Confidentiality, Non-Interference, Non-Solicitation and Non-Compete obligations I may have or have had with Marin Laborers, or any individual employment agreements executed by me and Marin Laborers, all of which are reaffirmed as if more fully set forth herein, and which will expire on their own terms set forth in the original agreement(s).

I understand that the *Employee Handbook* constitutes management guidelines only and is neither to be interpreted as a contract between Marin Laborers and me, nor does it constitute a guarantee that my employment will continue for any specified period of time or end only under certain conditions. I understand that neither this *Employee Handbook* nor any other communication by a management representative is in any way intended to create an express or implied period or contract of employment between Marin Laborers and me. I also understand that my employment is voluntarily entered into with no definite period of time and I am free to resign at any time. **Similarly, I understand until Marin Laborers' policy of at-will employment is changed, Marin Laborers may terminate my employment at any time, for any reason, without notice, with or without cause, where and when it believes it is appropriate.**

I understand this at-will disclaimer does not, or is not intended to interfere with, limit, or relinquish my right to join with others to work toward altering the terms and conditions of my employment, including the at-will status described herein.

Date: _____

Employee's Signature: _____

Employee's Name [Print]: _____