



MECHANICAL SERVICES & DESIGN, INC.
4401 SPRINGFIELD ST
DAYTON, OH 45431

EMPLOYEE HANDBOOK

Our Mission

Deliver 100% Client satisfaction providing facility comfort & sustainability.

Our Vision

Industry leading provider of facility comfort & sustainability.

*Providing our **team members** with an opportunity to have a meaningful and rewarding career is important to the health of our organization.*

*Our client centric model is based on securing, maintaining, supporting, and retaining our **client** relationships. We will actively listen, communicate, and deliver our promises. We provide a phenomenal service with a 'live it, breath it' midst exceeding client expectations.*

*Our 'Give to Grow' commitment supports ongoing improvements and social interactions that promoted valuable relationships and a deeper sense of belonging to our **communities**.*

Core Values

Transparent – Open Communication

Relentless – Find a Way

Expertise – Trained & Specialized

Enjoyment – Have Fun

WELCOME TO MECHANICAL SERVICES & DAYTON, INC.

It is our pleasure to welcome you to MSD Inc.

You have become a part of a company that offers our clients a combination of creative and cost- efficient methods and ideas, while bringing our projects to completion on time and exceeding expectations.

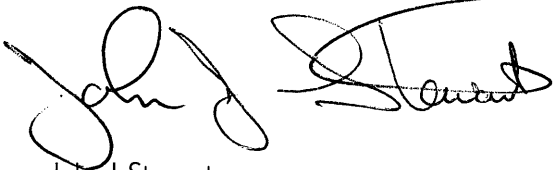
You have also become a part of a building team that has earned a reputation for quality construction and prompt service, rendered with courtesy and professionalism. You were selected to join our team with the hopes that you have the potential and desire to meet our high standards and help us maintain a position of leadership in our industry.

The growth of any business like ours depends on its employees: people with initiative, ambition, and enthusiasm, working in an atmosphere of harmony. We believe we have such employees in our organization – a blend of loyal field and office team members, working together for our common success.

MSD Inc. is a Merit Shop Contractor. This means we want you to learn and perform as a team player, on a multi-skilled basis, whatever task you are assigned. From time to time, we provide educational assistance and training programs as outlined in this Employee Handbook—and we urge you to develop your skills to further your career with us whenever the opportunity arises.

MSD Inc. has always promoted a workplace atmosphere of open two-way communications and cooperation by trying to keep our employees informed of our goals, policies, work rules, and benefits as well as various MSD Inc. activities that may be of interest. This Employee Handbook summarizes our thinking. We encourage you to read the handbook carefully and refer to it often.

Best Wishes with your career! MSD Inc.

A handwritten signature in black ink, appearing to read "John J. Stewart". The signature is written in a cursive, flowing style with a long horizontal line extending to the right.

John J. Stewart
President/Chief Executive Officer

TABLE OF CONTENTS

INTRODUCTION

Our Company's History	3
About This Policy and Procedure Handbook	3
Employment at Will	3

EMPLOYMENT PRACTICES AND POLICIES

Affirmative Action Program.....	5
Equal Employment Opportunity Policy/Non-Discrimination	5
Diversity, Equity & Inclusion	5
Harassment	6
Conflicting Outside Activities and Outside Employment	7
Confidential Information	7
Courtesy	8
Drugs and Alcohol.....	8
Drug Testing and Disciplinary Action.....	8
Entering and Leaving	9
Fire Procedure	9
Government/Publicly Funded Jobs	9
Introductory.....	10
Medical Examinations	10
Employee Use of Office Machines & Services.....	10
Computer, Email & Voicemail	11
Software	11
E-Mail & Voicemail	11
Internet Usage	12
Use of Cellular Phones	13
Inclement Weather	13
Open Door Policy/ Keeping In Touch	14
You and Your Supervisor	14
Human Resources Department.....	14
Problem Solving	14
Suggestion Box	14
Company Newsletter	15
H.R./Company Information Bulletin Board	15

Employee Portal	15
Survey Feedback	15
Parking	15
Pay Practices	15
Performance Evaluations	16
Personal Appearance (Dress and Grooming Standards – Uniforms).....	16
Personal Property	16
Personal Visitors	16
Promotions and Job Transfers	16
Safety/OSHA Compliance	16
Security	17
Security Checks	17
Smoking	17
Social Media	17
Solicitation/Distribution	19
Job Related Tools	19
Equipment Breakdowns	19
Assigned Equipment	19
Unions	20
Use of Company Vehicles	20
Work Hours (Work and Lunch Schedules)	20
Overtime	21
Work-Related Accidents and Injuries	21
Workplace Violence and Weapons Prohibition	22
Additional Employee Obligations.....	22
EMPLOYEE LEAVE BENEFITS	
Paid Time Off	25
Sick Leave	25
Observed Holidays/Religious Holidays Observance	26
Family and Medical Leave Act (FLMA) Policy	26
Other Leaves of Absence (Bereavement, Medical, Military)	30
Jury Duty	31

EMPLOYEE BENEFITS

Health and Other Types of Insurance	33
Benefit Counseling Sessions	33
Hospitalization and Major Medical Insurance	33
Dental Insurance	33
Vision Insurance	33
Short-Term Disability	33
Long-Term Disability	34
Life Insurance	34
Optional Voluntary Insurance	34
Optional Accident Insurance	34
Optional Critical Illness Insurance	34
Section 125 – Salary Conversion Plan	34
Continuation of Benefits (Inactive Employee)	35
Continuation and Conversion of Health Insurance Benefits (COBRA)	35
Retirement Program.....	36
Worker’s Compensation.....	36
Unemployment Compensation	37
Career Development	37
Educational Assistance	37
Job Related Training/Seminars	37

CONDUCT/ATTENDANCE

Attendance and Tardiness	39
Rules of Conduct	39
What We Expect From You	39
Follow Common Sense Standard of Conduct	40
Comply with our Standards of Attendance	41
Exit Interviews	41

OUR COMPANY'S HISTORY

It all started back in 1984, when a small family-owned business was founded in Ohio by John & Beverly Stewart. MSD, short for Mechanical Services and Design, was built on a foundation of quality work, service, and integrity. John Stewart, took the reins as CEO and President in 2015, determined to continue the legacy of the company his father and mother had started. John is passionate about having a positive working environment that aligns with our company values, visions, and goals. He has led the organization to continuous growth and success, transforming MSD into a facility solution provider offering Service, Construction, Manufacturing & Engineering services. As MSD continued to grow and expand, John knew it was time to open a physical office in the Cincinnati area. In 2022, the grand opening of the Cincinnati office took place, and it was a huge success. Our team was grateful to all the sponsors, partners, clients, and food trucks that helped us celebrate this milestone. We also have expanded our services offerings into Columbus, Ohio.

MSD is a single-source solution provider, offering a range of services that are aligned with maintaining, enhancing, and extending the life expectancy of your facility. Our team members are committed to delivering a client-centric mentality that prioritizes the health and success of our client relationships. We understand that these relationships are crucial to our company's continued growth and success. The MSD Client Centric mentality consists of our team members committed to Securing, Maintaining, Supporting and Retaining our Client Relationships. These four pillars represent the key areas that we focus on in order to provide the best possible service to our clients.

Our team of highly trained associates are committed to always listening to our clients' needs, assuring expectations are exceeded, and allowing the focus to be on their core business. Our team is more than just a service provider, we are a partner you can count on!

ABOUT THIS POLICY AND PROCEDURE HANDBOOK

MSD Inc. has always believed in promoting an atmosphere of open communication among all our team members. This handbook has been designed for your use. It supersedes, in all respects, any prior Handbook, policy manual, benefits or practices of MSD Inc. and has been prepared for our employees to provide you with general information about some of your benefits and highlights of policies and procedures under which we operate. Obviously, we could not begin to explain every MSD Inc. policy, and benefit in this Handbook. The stated provisions may be considered as no more than general summaries of the benefits, policies, procedures, and guidelines they address.

From time to time, MSD Inc. may unilaterally, in its discretion, amend, supplement, modify, or eliminate one or more of the benefits, policies or procedures described in this Handbook, or any other employment benefits, policies, procedures, without prior notice.

EMPLOYMENT AT WILL

This Handbook does not constitute a guarantee that your employment will continue for any specified period of time or end only under certain conditions. Employment at MSD Inc. is a voluntary "Employment-At-Will" relationship, for no definite period of time.

Nothing in this Handbook constitutes an express or implied contract of employment or warranty of any benefits. We hope to have a long and mutually beneficial working relationship together. Regardless of anything, which may appear in this Handbook or any other MSD Inc. publication, policy, procedure, statement or practice, you have the right to terminate your employment relationship without notice for any reason with or without cause at any time. MSD Inc. reserves the right to do the same.

No one has the authority to bind MSD Inc. to any agreement contrary to the foregoing except our President, by instrument in writing. Your suggestions about your work life here at MSD Inc. are welcome and valued. If you have any questions as to the interpretation or application of a specific section of this Handbook or any matter not covered by this Handbook, please consult the VP of Human Resources.



EMPLOYMENT PRACTICE AND POLICIES

AFFIRMATIVE ACTION PROGRAM

MSD Inc.'s Employee Handbook is maintained by the VP of Human Resources. Human Resources is responsible for providing all reporting and monitoring procedures.

MSD Inc., its subsidiaries, and its divisions shall not discriminate against any employee or applicant for employment because of race, color, creed, ancestry, national origin, citizenship, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, religion, age, disability, genetic information, service in the military, or any other characteristic protected by applicable federal, state, or local laws and ordinances.

This Affirmative Action Policy is on file in our office during normal business hours.

EQUAL EMPLOYMENT OPPORTUNITY POLICY NON-DISCRIMINATION

MSD Inc. has, on many occasions, expressed support and commitment to the principle of Equal Employment Opportunity. It is our policy to recruit, hire, train, and promote individuals as well as to administer any and all personnel actions, without regard to race, color, creed, ancestry, national origin, citizenship, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, religion, age, disability, genetic information, service in the military, or any other characteristic protected by applicable federal, state, or local laws and ordinances.

Any incident or situation that you believe involves discrimination because of the above-described characteristics, by a co-worker, a supervisor or other managerial agent of MSD Inc. or third parties, over whom we have control, should be brought to the immediate attention of our Human Resources Department or your Supervisor. An investigation and any corrective action that MSD Inc. determines is appropriate, up to and including termination, in our discretion will be taken. MSD Inc. will not tolerate any unlawful discrimination and such conduct is prohibited.

DIVERSITY, EQUITY & INCLUSION POLICY

MSD, Inc. is committed to fostering, cultivating, and preserving a culture of diversity, equity and inclusion.

Our employees are the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities, and talent that our employees invest in their work represents a significant part of not only our culture, but our reputation and company's achievement as well.

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

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

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees' varying needs.

- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for diversity.

All employees of MSD, Inc. have a responsibility to always treat others with dignity and respect. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other company-sponsored and participative events. All employees are also required to attend and complete annual diversity awareness training to enhance their knowledge to fulfill this responsibility.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action.

Employees who believe they have been subjected to any kind of discrimination that conflicts with MSD Inc.'s diversity policy and initiatives should seek assistance from a supervisor or the VP of Human Resources.

HARASSMENT POLICY

We would like to reaffirm that MSD Inc. has a strict policy against unlawful harassment of any of its employees by anyone, including supervisors, other employees, visitors, and clients. Such harassment includes sexual harassment and harassment based on race, color, creed, ancestry, national origin, citizenship, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, religion, age, disability, genetic information, service in the military, or any other characteristic protected by applicable federal, state, or local laws and ordinances.

With respect to sexual harassment, it includes making unwelcome sexual advances and requests for sexual favors, or creating an intimidating, hostile, or offensive working environment by sexually related conduct or comments. Sexual harassment also includes making sexual conduct of any kind a condition of employment, making rejection of sexual conduct a basis for an employment decision, or threatening to do so. All forms of sexual harassment are strictly prohibited including harassment based on sexual orientation.

Employees or supervisors engaging in unlawful harassment of any type, or any supervisor failing to take appropriate action upon becoming aware of harassment, will be subjected to disciplinary action, up to and including termination.

Any employee who believes that they have been a victim of harassment, is encouraged to approach the offending individual and ask them to discontinue the offensive conduct at once. If the conduct continues or if the employee does not feel comfortable in approaching the offending party for any reason, the employee must immediately report the problem to their supervisor, the VP of Human Resources, or the President of MSD Inc. As soon thereafter as is possible, the employee must place their complaint in writing and file it with MSD Inc.

Anyone who believes that they are a victim of unlawful harassment must act promptly, because continued tolerance of the offending conduct may be viewed as participation or acquiescence.

Any reported allegations of harassment, discrimination, bullying or retaliation will be investigated promptly, thoroughly, and impartially by the VP of Human Resources or its designee. The investigation may include, but may not be limited to, further discussions with the complaining employee, discussions with coworkers and potential witnesses, review of any pertinent documents, and/or discussion with the accused employee. If deemed warranted, the accused employee may be placed on suspension pending the outcome of the investigation. If termination does not occur, MSD Inc will attempt to resolve any problem which may exist. The alleged victim of unlawful harassment must participate and cooperate in all stages of the investigation. If the resolution proposed by the Human Resources department is not acceptable to the complaining employee, he or she may promptly appeal the resolution to the President of MSD Inc. At the conclusion of the investigation process and any appeal, the alleged victim must, in writing, expressly accept MSD Inc.'s proposed resolution or expressly refuse to take advantage of it.

Just as unlawful harassment is a serious matter, falsely accusing another of such harassment is a serious matter. Anyone knowingly making false allegations of harassment will be subjected to possible disciplinary action, up to and including termination.

CONFLICTING OUTSIDE ACTIVITIES AND OUTSIDE EMPLOYMENT

In limiting employees' involvement in certain outside activities, we are not attempting to interfere in your personal life, but rather we want to protect the best interests of MSD Inc. and all its' team members. We discourage your pursuit of activities which, in the judgment of MSD Inc., may conflict with the general welfare of MSD Inc., or have the appearance of impropriety, or which might otherwise damage MSD Inc.'s reputation, or interfere with our business or the proper performance of your duties.

Non - Conflicting:

From time to time, our full-time employees are expected to work additional hours beyond the normal work week. This may include additional hours on a weekday, or on the weekend. When requested to work additional hours, conflicts in schedules may arise from outside employment. Therefore, accepting employment with MSD Inc. on a full-time basis does prohibit employment with any other person or entity if it conflicts with your assignments.

Conflicting:

Employees may not engage directly or indirectly individually or as an independent contractor or in any capacity in or for any business or entity which is engaged in competition with MSD Inc.

Any outside activity that results in your losing time from work, being distracted from work, or otherwise performing unsatisfactorily or which could result in an appearance of conflict is discouraged.

Violation of this provision may result in disciplinary action being taken, up to and including termination of employment. If anyone or any entity other than MSD Inc. currently employs you, or employs you in the future, you must inform the VP of Human Resources immediately.

CONFIDENTIAL INFORMATION

During your employment, you may have access to and become acquainted with certain MSD Inc. confidential or proprietary information and trade secrets. Such information and trade secrets, include but are not limited to the MSD Inc.'s systems, procedures, manuals, financial records, price lists and information, pricing methods and strategies, discount schedules, surveys, reports, training materials, specifications, financial plans, contracts, franchises, patents, trademarks, drawings, client lists and information, supplier lists and information and marketing strategies. You are expressly prohibited from, at any time during your employment or after separation thereof for any reason, either directly or indirectly, revealing, divulging, or making known to any persons, corporation, firm, or entity, any such information, or using such information either for your own benefit or the benefit of others.

You further are prohibited from removing from MSD Inc.'s premises any files, records, reports, manuals, documents, drawings, specifications, equipment, or similar items, including copies, facsimiles or reproductions thereof, owned by or relating to the business of MSD Inc, except where required for the performance of your duties for MSD Inc. All such materials shall be returned to MSD Inc. in a timely fashion and in any event upon separation of you from MSD Inc. This paragraph applies to all such materials coming into your possession, including but not limited to materials prepared or produced by you.

COURTESY

We view service to our clients and business family as one of our most important responsibilities. You are expected to help us carry out this policy by extending every courtesy and all assistance necessary, not only to clients and your fellow employees, but also to any callers or business visitors to MSD Inc. If someone asks you for assistance that you are unable to give, refer him or her to your supervisor or our VP of Human Resources.

DRUGS AND ALCOHOL

The purpose of this policy is to ensure a work environment that is free from the harmful effects of alcohol and other controlled substances. MSD Inc. supports federal, state, and local laws pertaining to alcohol and controlled substances.

MSD Inc. maintains a high regard for the safety of its employees and will continue to support programs that will enhance the safety and wellbeing of all employees. MSD Inc. expects employees to report to work in a state of mind and physical condition that will allow them to perform their assigned duties in a competent and safe manner.

Use or participation in the possession, purchase, sale, dissemination, distribution, delivery, or receipt of controlled substances is a violation of MSD Inc. policy. Any team member in any way participating in the use, possession, purchase, sale, dissemination, distribution, delivery, or receipt of substances covered by this policy during working time or on MSD Inc. premises will be subject to immediate termination.

Being under the influence of alcohol or any drugs or controlled substances not prescribed by a physician during working time or on MSD Inc. premises is a violation of MSD Inc. policy.

Although Marijuana has been legalized in the State of Ohio, it is a violation of MSD's drug free workplace to use, sell, or process marijuana and/or products that include marijuana. A positive drug test for marijuana will result in immediate termination, whether that person holds a medicinal marijuana card or not.

DRUG TESTING AND DISCIPLINARY ACTION

Any team member who is requested to take the drug test must comply and must sign an appropriate consent form immediately prior to testing. If any employee refuses to take the drug test, or refuses to sign a consent form, MSD Inc. may be left with no alternative but to separate the team members for insubordination.

If the drug test indicates uses of a substance covered by this policy, the team member will be terminated. In the event an individual is terminated he/she will not be eligible for reinstatement for a period of 3 years. Eligibility will be determined by committee approval.

MSD Inc. will use its discretion in selecting the type of tests to be administered, including but not limited to urine tests, blood tests, saliva tests, and hair tests. As used herein, the term "drug test" may include a test for alcohol where deemed appropriate.

In addition to the foregoing, MSD Inc. reserves the right to require employees to submit to drug tests at any time, with or without notice. Testing may be conducted on a mass, random, periodic, or a voluntary basis. Additionally, testing may occur in conjunction with any investigation of any accident or unsafe practice, or as a condition to any promotion or transfer.

A team member who violates the policy is subject to disciplinary action, up to and including termination of employment on the first offense.

Under Ohio's Worker's Compensation laws, and specifically Section 4123.54, each team member is hereby given notice that the results of or the team member's refusal to submit to a substance abuse test may affect the employee's eligibility for compensation and benefits under Ohio's Workers' Compensation laws. In determining whether a team member has an improper alcohol concentration level, a prescribed test will be administered as soon as reasonability possible for controlled substances such as amphetamines, cannabinoids, cocaine, and opiates. The failure to submit to testing or positive test results may result in worker's compensation benefits being denied.

ENTERING AND LEAVING

If you are coming into the main office to see someone, as a courtesy, please have the front desk contact the person before going to his/her office.

All employees must enter and leave MSD Inc. job sites and other premises through the employees' entrance. You may enter the premises no earlier than fifteen (15) minutes prior to the beginning of your shift, and you are required to leave the facility within fifteen (15) minutes following the end of your shift. Except for these fifteen (15) minute periods before and after your shift, you are not permitted access to MSD Inc. job sites and other MSD Inc. facilities during off-duty hours.

Exceptions to this rule will be permitted by MSD Inc. to allow attendance at scheduled functions of MSD Inc. or to attend MSD Inc. business in our administrative or supervisory offices, such as the submission of personnel business.

FIRE PROCEDURE

In case of fire, you should sound the alarm. Then immediately advise whoever is in charge as to the location of the fire. Thereafter, follow these procedures:

1. Everyone is to leave the facility and stay a safe distance away from the fire.
2. Call 911.
3. Make sure everyone is outside of the building and in one general area.
4. After exiting the facility no one is to re-enter the facility.
5. If someone is missing, notify the fire department or police that someone may still be in the facility and provide him or her with a floor plan (if possible) and the name of the person (s) that are unaccounted for.
6. Please do not leave the area without notifying someone so that you will not be considered missing.

Everyone's safety is of concern. Following these instructions may prevent someone from entering a burning building looking for you. Please refer to the *Safety Handbook* for additional details regarding evacuations.

GOVERNMENT/PUBLICLY FUNDED JOBS

You may be paid more than your regular rate, prevailing wage, when you work on certain government jobs, in accordance with prevailing wage law. You should consider this an additional benefit of working for MSD Inc. as a temporary, since your job assignment can be changed at any time or the government job may be completed. MSD Inc. pays part of the government rate to you in cash (your paycheck) and pays you the balance in certain fringe benefits that meet government wage rate regulations. The combination of what you receive in your paycheck, along with the value of the fringe benefits, will equal the total government wage and benefit rate. Please note out of this fringe, MSD Inc. may then deduct MSD Inc.'s portion allowed per fringe. You will receive a breakdown of this fringe. If you have a question or would like a more detailed explanation concerning your pay on government jobs, please speak to your manager or to the Accounting/Payroll Manager.

INTRODUCTORY PERIOD

All team members serve an Introductory period at the beginning of their employment. This is a particularly important time for you and MSD Inc., since it allows you the opportunity to evaluate whether MSD Inc. fits your career goals, and it also provides MSD Inc. with a period during which it can assess whether your employment appears to satisfy our present needs.

In most cases, this period will last for 3 months (90 days) from your date of hire but is subject to extension at the discretion of MSD Inc. Your employment might end at your option or ours before the end of the period. Near the end of this period, your supervisor will discuss your performance with you. A decision will be made, at MSD Inc.'s discretion, about granting your regular employee status, extending your introductory period, or terminating the employment relationship.

MEDICAL EXAMINATIONS

MSD Inc. reserves the right, for the health, safety, productivity and security of persons, property, and facilities, at our discretion, to require applicants for employment and employees to submit to medical or physical examinations at any time by a physician designated by or approved by MSD Inc., at MSD Inc. expense. Such examination can include presence of alcohol, drug and perception altering or other substances in the body, as well as for evidence of infectious and other diseases.

Any information obtained through such examinations may be retained by MSD Inc. and is exclusively MSD Inc.'s property; we assume no responsibility for advising you of the results of the examination. You are required to submit to and cooperate with such examinations and to authorize the disclosure of such examination results to MSD Inc. for its use for any purpose, as a condition of your continued employment.

USE OF OFFICE MACHINES & SERVICES

Postage Meter:

The postage meter is for business use only. The meter is not to be used for any personal mail.

United Parcel Service (and other services such as FedEx etc.):

UPS services our location daily for pickups and deliveries. As a courtesy to our employees, you may use this service to send packages. However, permission must be received through the administrative assistant and the charges for delivery of your package must be paid in advance.

Telephone:

A large percentage of MSD Inc.'s business is transacted by telephone. The telephone equipment is provided for the purpose of providing a service to our clients; therefore, it is necessary to limit your personal calls to an absolute minimum. Personal calls should only be made in case of absolute necessity or emergency. The same applies to incoming personal calls. Although we realize that there are times when this cannot be avoided, these calls should be kept to an absolute minimum.

Fax Machine - On and Off MSD Inc. Premises:

The fax machine is for business use only; no personal faxes are to be sent or received on the fax machine.

Copy Machine:

The copy machine is for business use only; no personal copies are to be made on the copy machine.

Team members may be required to reimburse MSD Inc. for any charges resulting from their personal use of the previously mentioned items.

COMPUTERS, EMAIL, & VOICEMAIL

Computers, computer files, the email system, and software furnished to employees are MSD Inc. property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and email usage may be monitored.

Each department will establish a file system of directories in the computer where files are to be stored. This will be established under the guidance of the executive office.

MSD Inc. strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, MSD Inc. prohibits the use of computers and the email system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

Email may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

Software:

MSD Inc. purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, MSD Inc. does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on our local area network or on multiple machines in the office according to the software license agreement. We prohibit the illegal duplication of software and its related documentation.

Employees should notify management or the executive office upon learning of violations of this procedure. Employees who violate this procedure will be subject to disciplinary action, up to and including termination of employment.

E-Mail & Voicemail:

To maximize operational efficiency, MSD Inc. provides communication services in the form of e-mail and voice mail ("v-mail") systems which may be utilized by employees on the terms set forth in this policy. All e-mail and v-mail systems at MSD Inc. are the property of MSD Inc. and are intended solely for carrying out MSD Inc. business. All messages transmitted via e-mail and v-mail will be viewed as business messages, and not personal, confidential messages of the users.

MSD Inc. retains the right to enter the e-mail or v-mail systems and review, copy, or delete any messages, and disclose such messages to others. The user should not assume that messages are confidential even though a password is used. The use of a password to gain access to e-mail or v-mail is for the protection of MSD Inc., not the privacy of the employee. Passwords are to be kept confidential by the user to protect MSD Inc., by preventing unauthorized entry into confidential systems.

Information transmitted via e-mail and v-mail may be confidential in nature. Such information includes, but is not limited to MSD Inc.'s systems, procedures, manuals, financial records, price lists and information, quotes, pricing methods and strategies, discount schedules, surveys, reports, training materials, specifications, financial plans, contracts, franchises, patents, trademarks, drawings, client lists and information, supplier lists and information, marketing strategies, MSD Inc. computer software, and artwork. MSD Inc.'s confidential information should not be forwarded by e-mail or v-mail outside MSD Inc. or even to employees within MSD Inc. unless such recipients are authorized to receive such information. For the protection of MSD Inc., users are prohibited from accessing each other's e-mail without authorization from MSD Inc. and are prohibited from disclosing their passwords to other

users except as authorized by MSD Inc. Users must not copy or send by e-mail any information, including software, which is protected by copyright laws.

All e-mail and v-mail messages should be businesslike. Users are prohibited from using the systems for gossip and personal messages.

Messages of a sexual or racial nature are strictly prohibited. Messages should not be harassing, intimidating, profane, vulgar, offensive, or discriminatory, bearing in mind that messages may be seen or heard by other than the intended recipient.

All users are obligated to report to MSD Inc. any violation of these policies. If a violation occurs, users are required to save the e-mail or v-mail message or other evidence of violation until instructed otherwise.

Any violation of this policy will subject an employee to serious disciplinary action, up to and including termination. Additionally, MSD Inc. reserves the right to pursue legal action against any violator of this policy if deemed appropriate.

Internet Usage

Internet access to global electronic information resources on the World Wide Web is provided by MSD Inc. to assist some of our employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage. All Internet usage is limited to job-related activities. Personal use of the Internet is not permitted.

All Internet data that is composed, transmitted, or received via our computer communications systems is part of the official records of MSD Inc. and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology always provided to access the Internet remain the property of MSD Inc. As such, MSD Inc. reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex (including sexual orientation and gender identity), religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a rule, if an employee did not create material, does not own the right to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

To ensure a virus-free environment, no files may be downloaded from the Internet without prior authorization from the executive office.

Abuse of the Internet access provided by MSD Inc. in violation of law or MSD Inc.'s procedures will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this procedure. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:

1. Sending or posting discriminatory, harassing, or threatening messages or images
2. Using the organization's time and resources for personal gain
3. Stealing, using, or disclosing someone else's code or password without authorization
4. Copying, pirating, or downloading software and electronic files without permission
5. All these communication systems belong to MSD Inc., do not expect privacy. MSD Inc. may monitor them from time to time.

Use of Cellular Phones

MSD requires each employee to take the utmost care in the use of MSD Inc. provided cellular phones.

Personal Use of MSD Inc. Cellular Phones: The use of MSD Inc provided cellular phones for personal matters is not permitted during working time and in work areas including in vehicles.

Use of Hand-Held or Hand-Free Phones: Employees who use cellular phones while on MSD Inc. business must refrain from making or receiving business calls and sending or receiving text messages while driving. If an employee needs to make or receive a business call while driving, the employee must make sure the vehicle is stopped and that he or she is parked in a proper parking area for the call.

Safety is the First Priority: Safety should be the priority while driving on MSD Inc. business. Employees should wear safety belts, follow all posted signs, and speed limits, not eat while driving, and take sufficient breaks when driving for extended periods of time.

Special Situations: Employees who are faced with an emergency, such as a traffic accident or car trouble, may find it necessary to make a phone call while driving.

Reimbursement: Employees may be required to reimburse MSD Inc. for the expense of personal use and payroll deductions from the employee's compensation are hereby authorized. Employees are restricted to no more than 6GB of data per month. Should the employee exceed 6GB of data in the monthly period, they will be in violation of this policy and any overage will be deducted from their payroll at \$10.00 per GB over the 6GB limit. (NOTE: Rates are subject to change without prior notice, based upon Carriers current rates).

Discipline: Employees who are found to have violated this policy may be subject to disciplinary action up to and including termination of employment.

INCLEMENT WEATHER

In the event of severe weather, employee safety is of primary consideration.

The decision to report to work during severe weather will be at the discretion of each employee based on their assessment of weather conditions and travel safety experienced in their area.

Should the weather present road conditions that are deemed hazardous by county officials through the issuance of any Level Snow Emergency (*either in the county in which you reside or county in which you work*), this absence will be considered the one (1) excused absence.

Should weather conditions impact the ability to report to work, normal protocols need to be followed to report an absence.

OPEN DOOR POLICY/KEEPING IN TOUCH

You and Your Supervisor

If you have any questions about your job or job-related activities, your supervisor usually should be the first person you talk to. If, however, you do not feel comfortable discussing a particular personal matter with your supervisor, be assured that the other methods of communication outlined in this section are available to you.

Human Resources Department

If you feel that your supervisor is not the proper person to resolve your problem, our VP of Human Resources is available to help you. Do not be reluctant to speak up. It is only by becoming aware of your problem that MSD Inc. can function effectively.

The Human Resources Department is here to assist with problems or questions concerning benefits that are MSD Inc. provided and voluntary including Health, Life, Disability, Dental, Vision, and other voluntary coverage and our 401k/Profit Sharing plans.

Problem Solving

During the performance of your duties, questions may arise, or personal problems may occur that affect your work. The following more formal procedure has also been established for your use in resolving these matters. (Please note that issues pertaining to suspension and discharges are dealt with separately under another section of this Handbook and are not to be raised through this problem-solving procedure.)

1. Within a week of the occurrence of the problem, you may ask for a conference to talk it over with your immediate Supervisor.
2. In the event your supervisor does not resolve your problem to your satisfaction within a week's time, you may ask (within the following week) to talk it over with our VP of Human Resources, who will assist you (if you so desire) in presenting your problem to MSD Inc.'s President/CEO for final resolution.

This procedure makes it possible for you to obtain a quick review of your problem through channels. In an emergency, the "step" time periods can be shortened by mutual agreement between MSD Inc. and you.

We recognize that some problems may be of such a personal nature or that they are for some other good reason; you may prefer not to discuss the matter within your department or with your supervisor. In such a case, you should take the matter to our VP of Human Resources immediately.

These problem-solving procedures are your "hot line" to our management—please use it! If you fail to follow this procedure in a timely manner, however, it is understood that you will not contest MSD Inc.'s action further. Remember that we cannot help you solve your problem if you do not tell us about it.

Suggestion Box

This is another way of letting us know about problems, suggestions, or questions without disclosing your name, if you so desire.

You should place your question, suggestion, or description of the problem in the "Suggestion Box" located outside of the kitchen of the 4401 Springfield St. location or submit through the MSD Inc. intranet website/employee portal.

We hope you will take advantage of this additional approach to place your questions, suggestion, or description of a problem. If you sign your suggestion, we will contact you personally with our answer.

Company Newsletter

Periodically, we publish a newsletter (or utilize a social media platform) to update you on MSD Inc. activities as well as to advise you of upcoming events and to give you a chance to share with your fellow employee's personal news such as births, marriages, and your special achievements or those of your family.

Human Resources/ MSD Inc. Information Bulletin Board

The Human Resources/ MSD Inc. Information Bulletin Board is in the main office outside the lunchroom. Its purpose is to communicate MSD Inc. announcements regarding operational and personnel matters, government notices, and other information of concern to you. This board is to be used for communication by MSD Inc. We encourage all employees to check the bulletin board regularly for up-to-date MSD Inc. information.

Employee Portal

The Employee Portal is a source for you to access information such as company announcements, brand/culture guide, education options, HR documents, safety information, photo gallery of employees, etc. You may access the portal by going to MSD's website, www.msding.net, and clicking on Employee Portal in the bottom left-hand corner of the page.

Survey Feedback

Because your opinion matters to us, we want to give you the opportunity to communicate with us about all aspects of your work life. To be sure your opinions are heard, we periodically conduct an employee survey.

We hope to learn from you what our strong points are and want to discover matters that need improvement or correction, both in specific departments and companywide. We will consider and respond to cases because of employee suggestions.

PARKING

Where possible, MSD Inc. has provided parking facilities for your convenience. You are requested to exercise caution when parking your car and when entering or leaving the parking area to prevent personal injury to yourself or others, or damage to parked automobiles. MSD Inc. is not responsible for damage to, or theft of cars or property left in cars on MSD Inc. parking lots.

PAY PRACTICES

Field employees are paid on a weekly basis and Office employees are paid on a bi-weekly basis.

MSD Inc. has a direct deposit plan in effect for all employees. We do require all employees to have their payroll direct deposited into their checking or savings account each pay period. Note: You can utilize up to 3 accounts.

Remember also that we are required by law to make deductions from your paycheck for federal and state withholding taxes, and for social security taxes (FICA). This also includes any court ordered garnishments and child support.

Listed below are the fees that are necessary to cover the costs of processing garnishments and child support:

Garnishments: A \$3.00 service fee will be automatically deducted from your paycheck for each garnishment that is processed through payroll.

You may voluntarily authorize in writing additional deductions from your paycheck for your contribution to our benefit plans and other items permitted by MSD Inc.

It is your responsibility to be certain that all such deductions are correct.

Up-to-date personal information is necessary for several reasons, including ensuring the administration of your employee benefits. It is your responsibility to notify MSD Inc. promptly of any change in your address, telephone number, marital status, number of dependents, beneficiary designation, or anything else that would affect your employee benefits or our ability to contact you quickly.

PERFORMANCE EVALUATIONS

From time to time, we review your job performance, discuss your work-related concerns and your career goals. We also want to identify and discuss your strong points as well as areas that need improvement. Moreover, we take into consideration the results of your job performance evaluation when making our decisions on merit pay increases.

PERSONAL APPEARANCE (Dress and Grooming Standards – Uniforms)

Individual appearances are an important aspect of MSD Inc.'s overall image, and each employee always has a responsibility to be properly dressed. Your common sense should lead you to practice good personal hygiene and to wear clean and neat clothing. Non-natural hair colors such as pink, blue, etc. are not acceptable. Extreme hairstyles such as mohawks and long spiked hairstyles are not permitted. Consult with your supervisor for the specific guidelines regarding personal appearance in your work area.

If your job requires a uniform, MSD Inc. may provide you with these – free of cost to you. These uniforms must be worn while working. If you wear a ball cap at work, it must be an MSD Inc. ball cap. Please refer to the guidelines outlined in our uniform program (separate documentation).

PERSONAL PROPERTY

Each team member is responsible for his or her personal property. This includes but is not limited to purses, wallets, papers, tools, or property left in cars on MSD Inc. parking lots.

To protect your personal property, only have with you what you need. Also, put your personal property away and out of sight. When possible, keep it in a locked car, desk, or office.

PERSONAL VISITORS

Visitors are not permitted on any job sites. In a personal emergency when someone must contact you, that person should first contact this office for assistance.

PROMOTIONS AND JOB TRANSFERS

MSD Inc. employees are given full consideration for available positions of greater responsibility. This is based on MSD Inc.'s judgment as to your ability to meet the requirements of the job, including but not limited to your training, work performance, attendance, length of service (seniority) with MSD Inc., and other qualifications and factors that MSD Inc. deems relevant. It is your responsibility to apply in writing for a specific transfer or promotion by following MSD Inc.'s established procedures.

SAFETY/OSHA COMPLIANCE

MSD Inc. is vitally interested in the health and safety of each employee. However, this is your concern too. Observe and obey our safety rules. Report promptly to your supervisor and/or the Safety Manager any condition which you believe is unsafe or unhealthy, and any on- the-job or work-related injury.

The Occupational Safety and Health Act of 1970 clearly states our common goal of safe and healthful working conditions.

Safety and health in our business must be part of every operation. Without question, it is every employee's responsibility at all levels.

It is the intent of MSD Inc. to comply with all laws. To do this, we must constantly be aware of conditions in all work areas that can produce injuries. No employee is required to work at a job he/she knows is not safe or healthy. Your cooperation in detecting hazards and, in turn, controlling them, is a condition of your employment. Inform your supervisor immediately of any situation beyond your ability or authority to correct. Prevention of occupationally induced injuries and illnesses is of such consequence that it will be given precedence over operating productivity, whenever necessary. Please refer to our *Safety Handbook* for additional details.

SECURITY

Our jobsites, MSD Inc. premises and other facilities contain valuable machinery, equipment, furnishings, merchandise, and other property. It is important, to protect your job and the jobs of everyone employed by MSD Inc., that all employees pay close attention to the security of our facilities as well as all other property of MSD Inc. Notify your supervisor immediately if you see any suspicious or illegal activity of any kind, including the presence of strangers on our jobsites or other MSD Inc. premises.

SECURITY CHECKS

To ensure that contraband, drugs, weapons and other unauthorized or illegal substances or materials, or substances or materials to be used for illegal purposes, do not enter our jobsites, MSD Inc. premises and other facilities, and to further ensure that tools, files, reports, equipment, products, materials, substances, and other property of MSD Inc. are not being removed from our jobsites, premises, and other facilities without our authorization. MSD Inc. reserves the right, in our discretion, to question, inspect and search any team member or other person before they enter or leave any of these facilities.

These procedures are necessary for the safety, health, and security of everyone at MSD Inc. and the protection of our property and facilities. Submission to and compliance with these rules is a condition of your continued employment.

SMOKING

MSD Inc. is a smoke-free facility. Smoking includes the use of any nicotine products including cigarettes, chewing tobacco, dip, electronic smoking devices, and e-cigarettes. Please smoke only in the designated areas that are away from flammable products for your safety and others. Smoking/vaping is not permitted in MSD Inc. vehicles or on job sites.

SOCIAL MEDIA

MSD Inc. encourages employees to share information with coworkers and with those outside MSD Inc. for the purposes of gathering information, generating new ideas, and learning from the work of others. Social media provides inexpensive, informal, and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public, and therefore, MSD Inc. has established the following guidelines for employee participation in social media.

Note: As used in this policy, "social media" refers to blogs, forums, and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, Instagram, and Snapchat, among others.

Off-duty use of social media. Employees may maintain personal websites or weblogs on their own time using their own facilities. Employees must ensure that social media activity does not interfere with their work. In general, MSD Inc. considers social media activities to be personal endeavors, and employees may use them to express their thoughts or promote their ideas. In addition, employees may not post on a personal blog or webpage or participate

on a social networking platform for personal purposes during work time or at any time with MSD Inc. equipment or property.

On-duty use of social media. Employees may engage in social media activity during work time provided it is directly related to their work and approved by their manager and does not identify or reference MSD Inc.'s clients, or vendors without express permission. MSD Inc. monitors employee use of MSD Inc. computers and the Internet, including employee blogging and social networking activity.

Respect. Demonstrate respect for the dignity of MSD Inc., its owners, its clients, its vendors, and its employees. A social media site is a public place, and employees should avoid inappropriate comments. For example, employees should not divulge MSD Inc. confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites. Similarly, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments or engage in other behavior that violates MSD Inc.'s policies.

Post disclaimers. Employees who identify themselves as MSD Inc. employees or discuss matters related to MSD Inc. on a social media site must include a disclaimer on the front page stating that it does not express the views of MSD Inc. and that the employees are expressing only personal views—for example: "The views expressed on this website/Weblog are mine alone and do not necessarily reflect the views of my employer." Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related to MSD Inc. or MSD Inc.'s business. Employees must keep in mind that if they post information on a social media site that is in violation of MSD Inc. policy and/or federal, state, or local law, the disclaimer will not shield them from disciplinary action.

Competition. Employees should not use social media to criticize MSD Inc.'s competition and should not use it to compete with MSD Inc.

Confidentiality. Do not identify or reference MSD Inc. clients, or vendors without express permission. Employees may write about their jobs in general but may not disclose any confidential or proprietary information. For examples of confidential information, please refer to the confidentiality policy. If in doubt, ask before publishing.

New ideas. Please remember that new ideas related to work, or the MSD Inc.'s business belong to MSD Inc. Do not post them on a social media site without MSD Inc.'s permission.

Trademarks and copyrights. Do not use MSD Inc.'s or others' trademarks on a social media site or reproduce the MSD Inc.'s or others' material without first obtaining permission.

Avoid statements about MSD Inc.'s future. Because MSD Inc. is publicly held, writing about projected growth, sales and profits, future products or services, marketing plans, or the stock price may violate Securities and Exchange Commission (SEC) rules or other applicable laws.

Legal. Employees are expected to comply with all applicable laws, including, but not limited to, Federal Trade Commission (FTC) guidelines and copyright, trademark, and harassment laws.

MSD Inc.'s restrictions. Because MSD Inc. is publicly held, it may require that employees temporarily confine social media commentary to topics unrelated to MSD Inc. or that employees temporarily suspend such activity to ensure compliance with the SEC's regulations or other laws. MSD Inc. may also require employees to delete references to it on a website or Web log and to stop identifying themselves as employees of MSD Inc.

Discipline. Violations of this policy may result in discipline up to and including immediate termination of employment.

Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the NLRA to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits. Employees have the right to engage in or refrain from such activities.

SOLICITATION/DISTRIBUTION

To prevent disruption in the operations of MSD Inc., interference with work and inconvenience to other employees, solicitation for any cause, or distribution of literature of any kind, during working time, is not permitted. Neither may an employee who is not on working time solicit an employee who is on working time for any cause or distribute literature of any kind to that person. Whether during working time or not, no employee may distribute literature of any kind in any working areas of MSD Inc.

Off-duty employees and non-employees not having corporate business shall not enter onto MSD Inc. property or remain on said property for any purpose during business hours without the prior permission of MSD Inc.

JOB RELATED TOOLS

As a multi-skilled construction worker, you must provide all the basic tools that you need to do your job. If you do not own some or all these tools, you may purchase the necessary tools through MSD Inc. This is for job related tools only.

This program is intended to allow MSD Inc. employees to purchase "job related" tools and have the cost deducted from their weekly wages.

Before any purchases are made, the immediate Supervisor must approve all purchases and the supervisor also will need to check with the Human Resources Department to make sure that the employee is eligible for this program. *

- Employee tool purchases do not exceed the employee's weekly grosspay.
- Tool purchases may not be combined. A tool purchase deduction already in place must be paid in full before any additional tool purchases are processed.
- The minimum weekly payroll deduction for a tool purchase is \$40.00.
- All tool purchase agreements must be accompanied by the corresponding invoice/purchase order with applicable sales tax added (currently 7.50%).
- If the employee leaves MSD Inc. for any reason, any remaining tool purchase balance will be deducted from the employee's final payroll check.

All personal tool purchases must be purchased with an office generated purchase order (there will be no exceptions). All personal tool purchases will be on a separate packing slip and invoice (Do not group personal tools with other purchases).

Each personal tool purchase packing slip will be brought to the office and turned in to the supervisor with a signed payroll deduction form attached. The form will then need to be given to the Human Resources Department to ensure the payroll deductions are entered.

We will reimburse you for the cost of maintaining, repairing, or replacing these tools if they are worn or broken in the normal performance of the job, and provided you turn them in to MSD Inc. the tool you request to be replaced.

Equipment Breakdowns

Any equipment or machinery that is not operating properly or is due for a maintenance check-up should be reported immediately to your supervisor, or to our Tool Crib Coordinator. Do not use equipment that does not operate properly.

Assigned Equipment

You may be assigned special machinery, equipment, or tools for your work. These items remain MSD Inc.'s property. It is your responsibility to ensure that the full inventory of such assigned property is maintained. Loss or breakage must be reported to your supervisor or to our Tool Crib Coordinator immediately.

UNIONS

We have the ability, the desire, the expertise, and the personnel to solve our problems and move forward by working together in the Merit Shop way—without interference from union outsiders. Based on these facts, we believe a labor union is unnecessary at MSD Inc.

There is always a chance that in the future, a labor union organizer will try to persuade some of our employees to sign union authorization cards. For this reason, it is important that you understand our position concerning unions.

To say it simply and clearly, although you have the legal right to join a labor union, you also have the legal right NOT to join a labor union. We prefer to work with our employees informally, personally, and directly, rather than through third party outsiders intervening between us. We think you will agree. So, we will make every effort that is legally permissible to retain our status as a Merit shop, NON-union contractor.

USE OF MSD INC. VEHICLES

Only persons authorized by MSD Inc. may drive vehicles owned or leased by MSD Inc. Vehicles may only be used for MSD Inc. business limited to travel to and from work, job sites, and/or work-related suppliers and vendors. MSD Inc.'s vehicles may not be used for personal use, except when authorized in writing by your supervisor.

Authorized persons are responsible for complying with all guidelines set forth in this document. Motor Vehicle Records of all authorized MSD Inc.'s drivers will be reviewed at least once annually. Depending on the outcome, you may be reauthorized, put on probation, or denied driving privileges.

Vehicles must be kept clean inside and out. Regular washing and vacuuming are expected. Vehicles may be inspected at any time to assure they are being properly maintained. Vehicles are to be parked, locked, and always secured in a safe place. Tool Crib Coordinator must be notified when service is due. Tool Crib Coordinator must be notified if the vehicle experiences any operational changes due to maintenance and or accidents of any nature. If you are involved in a vehicular accident, you may be subject to a drug screen. Report immediately any change in your status as a licensed driver such as a suspension.

All drivers are to follow all vehicle operations and laws and speed limits. If a speeding ticket is received on a specific vehicle, MSD will pay the ticket and you will be asked to reimburse MSD via payroll deduction. You will sign a form authorizing MSD to deduct the cost of the ticket from your next paycheck. If more than one speeding ticket is received within a 3-year period, this is considered a safety violation and an Employee Warning form will be issued.

WORK HOURS (Work and Lunch Schedules)

Hours of work are determined by MSD Inc.'s to meet the needs of our business. Your supervisor will advise you of your regular work schedule, meal periods, and arrangements for personal breaks.

A "workday" is a period of twenty-four (24) hours, beginning at 12:01 am and ending at 12:00 midnight.

Normally, your "regular workday" consists of eight (8) consecutive hours, which may include 2 paid rest breaks of 10 minutes each (discretionary by your supervisor) but excluding a thirty (30)/sixty (60) minute unpaid lunch period, as scheduled by your supervisor. Starting times vary for field and office personnel.

The "work week" begins at 12:01 am on Monday and ends at 12:00 midnight the following Sunday. Our "payroll week" coincides with the workweek.

The "regular" workweek for most employees consists of forty (40) hours of work within the workweek, with two (2) days off each week whenever possible, in MSD Inc.'s discretion.

You are expected to be at your job location (dressed in appropriate attire and ready for work) at the time that your shift on your regular workday is scheduled to begin. You should “clock in” not more than fifteen (15) minutes prior to beginning your regular workday and “clock out” not more than fifteen (15) minutes after the end of your regular workday, unless you are specifically instructed to work overtime by MSD Inc.

Overtime

MSD Inc. will pay overtime at a wage of 1 ½ times your wage rate for hours worked more than forty hours in one workweek for non-exempt employees.

MSD Inc. will pay overtime at a wage of 2 times your wage rate for hours worked on a holiday for non-exempt employees.

WORK-RELATED ACCIDENTS AND INJURIES

The following reporting steps must be followed when you have an accident or an “On the Job Injury” (OJI). (This is for injuries requiring more than personal first aid.)

1. Notify your Supervisor, Foremen, or Safety Manager on the job as soon as reasonably possible after an injury has happened.
2. Go to MSD Inc. designated medical facility (or employees may select a certified provider by the BWC) right away. You will be checked for injuries and a drug and alcohol screen will be performed. Depending on the injury, you may want someone to drive you. If it is a more serious injury, go to the nearest hospital or urgent care facility.

You must undergo drug/alcohol screening as soon as practical after your accident. You will not be able to return to work until we have received your results back from MSD Inc.’s designated medical facility. If receiving treatment, we must also have a signed release from physician’s care stating you are able to return to work, a list of prescribed drugs (if any), and a list of physical restrictions (if any).
3. Depending on the injury, notify the office before you go to the MSD Inc. designated medical facility so we can let them know you are on your way. If you cannot call before, please call the office as soon as you arrive at the medical facility. You will want to talk to the Safety Manager or VP of Human Resources. Give a statement as to what has happened and where you are receiving medical treatment.
4. After receiving proper medical treatment, you then will be required to fill out an accident report as soon as possible. No workers’ compensation will be okayed by the office without the report being on record.

If your condition requires you to leave your job, or to be off from your job for two days, you must request the time off and present an authorized written statement from a physician. This statement must be presented to the Safety Manager as soon as possible but at least before you can return to work. This is subject to verified by a Bureau of Worker’s Compensation physician, at our expense, if we so choose. Also, if you are off work for 30 days or more due to your injury, you will be subject to a drug screen/physical before returning to work.

Team members are required to have a drug screen/physical after an accident or injury. Failure to submit to drug screen/physical can and will lead to disciplinary action up to and including termination. A positive test for illegal drugs/alcohol may also lead to termination.

A positive drug/alcohol test or refusal to consent to a drug/alcohol test could result in being denied workers’ compensation benefits. Bureau of Workers’ Comp. rules ensure compliance.

To help prevent accidents, it is your duty to report immediately any condition that you believe is unsafe or unhealthy to your supervisor.

WORKPLACE VIOLENCE AND WEAPONS PROHIBITION

To prohibit weapons or the verbal threat of weapons, intimidation, or violence, in the workplace to minimize risk of injury or harm resulting from violence to MSD Inc. employees and property. This policy does not apply to law enforcement personnel; any official security personnel engaged in official duties, who are named as security personnel by MSD Inc.; or any person engaged in military activities sponsored by the federal or state government, while engaged in official duties.

All MSD Inc. employees, clients, and visitors shall not possess firearms or any other dangerous weapons in any facility owned, operated, occupied, or leased by MSD including company-owned vehicles. This prohibition applies even though an individual may be considered qualified to conceal carry or licensed to carry a concealed weapon. In addition, any other related object carried for the purpose of injuring or intimidating others is not permitted on MSD Inc. property.

Firearms or other dangerous weapons shall include, at a minimum:

- Pistols, revolvers, shotguns, rifles, and the like
- Dangerous knives having a blade of 3 inches measured from the point where the knife blade meets the knife handle to the tip. This also includes any Bali song knife or switchblade knife.
- Explosive devices of any kind
- Sling shots, nunchaku sticks, and the like
- Clubs, sand clubs, throwing stars, and the like
- Metal knuckles
- Air guns, pellet guns, blow guns
- Dirks, daggers, and similar knives fitted for stabbing
- Any replica or other item that simulates any of the above items

MSD Inc. employees are prohibited from engaging in any violent behavior towards others. Any physical, verbal, or visual act (with or without a weapon) that threatens, attempts to intimidate, creates fear, or has the purpose of unreasonably interfering with an individual's work performance, creates an intimidating, hostile or offensive work environment is prohibited. This includes aggressive or hostile behavior, intentionally damaging property, committing acts motivated by, or related to, workplace harassment or domestic violence.

Non-exclusive examples of conduct, which is prohibited:

- Causing physical injury to another person;
- Making threatening remarks;
- Acting aggressively or hostilely, creating reasonable fear of injury for another person, or subjecting another individual to emotional distress;
- Damaging employer or employee property;
- Possessing a firearm or dangerous weapons while on MSD Inc. property or worksites;
- Committing hostile acts motivated by, or related to, workplace harassment or domestic violence;
- Conducting harassing surveillance, i.e., stalking;
- Threatening weapons or bringing them to the workplace;
- Displaying overt signs of extreme stress, resentment, hostility or anger;
- Making threatening remarks;
- Displaying irrational or inappropriate behavior.

Procedures

Employees will report any threat or behavior as outlined above. Any team member who is subject to, or observes, violent behavior or threat of violent behavior, a firearm or other weapon, or any situation that appears to be potentially dangerous must immediately report such action to his/her supervisor, Safety Manager, or VP of Human Resources.

Supervisors, the Safety Manager, or the VP of HR will immediately take corrective action to resolve any violent behavior situation. This includes, but is not limited to, summoning police officers, or calling 9-1-1.

The VP of HR will assist in investigating and preparing documentation for action surrounding an incident of violent behavior.

Incidents that constitute criminal acts will be referred to the City of Dayton Police Department. Disciplinary action may be taken, up to, and including termination, for violations of this policy.

In no case shall any employee who reports threats or violence be retaliated against through disciplinary action, workload reassignments, denial of promotion, harassment, or any other manner of retribution. Any acts of retaliation will be reported immediately to the VP of HR.

ADDITIONAL EMPLOYEE OBLIGATIONS

Occasionally an employee may face a threat from a person outside the workplace. If any employee has reason to believe an outsider may harm the employee in any way in the workplace or on a job site, the employee is required to report those concerns to the employee's immediate supervisor and the VP of HR.

If an employee has obtained any legal protection order, such as a "No Contact" or "Anti-Harassment" or restraining order, against any other individual, and the employee believes the individual may attempt to contact that employee at the workplace in violation of the protective order, the employee is required to report those concerns to the employee's immediate supervisor and the VP of HR, and to supply a copy of the order. Such information will be kept confidential to the extent possible but will be provided to appropriate personnel on a 'need to know' basis.

Employees should contact their immediate supervisor, the VP of HR, or the Safety Manager if any citizen or visitor to the office, sheet metal shop or job sites is observed with or known to possess a firearm or other dangerous weapon, or where a verbal threat of assault of an employee is observed.



EMPLOYEE LEAVE BENEFITS

PAID TIME OFF (PTO)

Please refer to the PTO Policy details outlined in a separate document published by the Human Resource Department. In order to address time away from work, MSD Inc. has adopted a policy to allow team members to have paid time off (PTO) to cover items such as but not limited to vacations, sick days, personal days, “act of god” (tornados, hurricanes, pandemics, etc.), and other circumstances which may require the employee to be off work. Please note, the terms PTO, vacation, sick and personal may be used interchangeably such as in the following but not limited to direct deposit statements and time off request forms.

All regular full-time (and part-time) employees will be eligible for PTO hours based on the employee’s hire date and length of service. PTO hours begin accruing immediately upon hire according to the PTO schedule (see separate document). PTO is earned per MSD Inc’s defined schedule as published by the Human Resource Department. This schedule may be modified from time to time to accommodate business needs and market trends. If a modification should occur, the new schedule replaces all and any previous schedules. Employees who qualify for and are approved to take PTO shall receive paid time off at their current regular hourly base rate at the time the PTO is taken.

Employees must make reasonable efforts to schedule PTO in a manner that does not unduly disrupt the operations of MSD Inc. and must provide two weeks’ prior notice when leave is foreseeable. PTO accrues each pay; therefore, employees may utilize PTO hours earned. Normally, PTO will not be granted for more than 1-week period at a time. Employees are required to submit “Paid Time Off Verification Forms” to request PTO. PTO must be approved in advance by the employee’s supervisor. MSD Inc. reserves the right to refuse such PTO request based on several factors, including business needs and staffing requirements. No more than 2 employees in a similar position should be away at the same time. A request for such PTO does not guarantee that an employee will be able to take the time off.

If an employee who is paid on an hourly basis is absent, tardy or leaves work early for any reason, whether scheduled or unscheduled, the employee will automatically be charged with PTO equal to the number of hours the employee missed, if tardy, or would otherwise have been scheduled to work that day, if absent and will be paid for those hours out of the employee’s PTO bank. However, repeated unscheduled PTO may result in disciplinary action up to and including termination. Periodically, it is beneficial to MSD Inc. and their employees to allow hourly employees to take unpaid time off to accommodate workflow. This is at the discretion of the Department Manager. If permitted under these circumstances, such time shall not result in disciplinary actions.

If an employee who is paid on a salary basis works less than 40 hours per week for any reason, other than paid holiday, whether scheduled or unscheduled, the employee will automatically be charged with PTO equal to the number of hours less than 40 the employee worked. However, repeated unscheduled PTO may result in disciplinary action up to and including termination.

PTO hours not used in the current calendar year will not be paid out in cash if not used. Upon voluntary separation from MSD, with at least a 2-week advanced written notice to the Human Resources Department, PTO hours, up to 40 hours, may be paid out to the employee, only if the employee has been employed by MSD Inc. for a minimum of 36 months. Any PTO hours more than 40, will be forfeited and will not be paid out. Employees who provide less than a 2-week advanced written notice to the Human Resources Department or who have been employed by MSD Inc. for less than 36 months, will forfeit all PTO hours.

Once a resignation has been submitted, no PTO may be used during this time. Exceptions may be made when notice is given more than 30 days in advance.

SICK LEAVE

If you are absent from work more than two (2) days, you may be required to have a doctor’s excuse to return to work. Sick Leave will be recorded as PTO.

OBSERVED HOLIDAYS/RELIGIOUS HOLIDAYS OBSERVANCE

Team members may use their Paid Time Off (PTO) days to observe their religious holidays that are not observed by MSD Inc. All other holidays observed will fall under MSD's Holiday schedule which is listed on the PTO schedule.

FAMILY AND MEDICAL LEAVE ACT

To comply with the Family and Medical Leave Act of 1993 as amended, MSD Inc. has adopted the following policy. This policy is intended to briefly outline the general parameters of the Family and Medical Leave Act (FMLA), and shall be construed consistent with such Act, including its exceptions, conditions, and limitations, for all purposes.

Nothing within this policy is intended to provide leave or benefits over and above that required by the FMLA.

General Provisions

It is the policy of MSD Inc. to grant up to 12 weeks of FMLA leave (26 weeks for military caregiver leave) during any 12-month period, to eligible employees, in accordance with the FMLA. If taking military caregiver leave, only 12 of the 26 total weeks may be for a FMLA qualifying reason other than to care for a covered service member. The leave may be paid, unpaid, or a combination of paid and unpaid, depending on the circumstances and as specified in this policy.

Eligibility

To qualify to take FMLA leave under this policy, the employee must meet all the following conditions:

1. The employee must have worked for the employer at least 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive depending on the circumstances.
2. The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave would begin.
3. The employee must work in an office or worksite where 50 or more employees are employed within 75 miles of that office or worksite.

Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking the leave for one of the reasons listed below:

- The birth of a child and to care for that child of the employee,
- The placement of a child for adoption or foster care with the employee;
- To care for a spouse, child, or parent of the employee with a serious health condition;
- The serious health condition (described below) of the employee;
- For qualifying exigencies arising out of the fact that the employee's spouse, child or parent is on active duty or called to active-duty status as a member of the National Guard or Reserves (not a member of the regular Armed Forces) in support of a contingency operation; or
- To care for a spouse, child, parent or next of kin who is a member of the Armed Forces, including National Guard or Reserves with a serious injury or illness ("Military Caregiver Leave").

Definitions

Serious Health Condition.

A serious health condition is defined as an illness, injury, impairment or physical or mental condition which requires inpatient care at a hospital, hospice, or residential medical care facility, or a condition which requires continuing care by a health care provider which includes:

- Incapacity of more than 3 consecutive full calendar days that involves treatment by a health care provider within the first 7 days of the first day of incapacity and continuing treatment or a second visit to a health care provider within 30 days of the first day of incapacity; or
- Incapacity, or treatment by a health care provider for incapacity, due to a chronic serious health condition which requires periodic visits to a health care provider; or
- Incapacity related to pregnancy; or
- Incapacity that is permanent or long-term due to a condition for which treatment may not be effective, and during which the employee or covered family member is under the continuing supervision of a health care provider; or
- Absence to receive multiple treatments by a health care provider for either (a) restorative surgery, or (b) a condition that would result in incapacity of more than 3 consecutive calendar days in the absence of treatment.

Qualifying exigencies include:

- Issues arising from a covered military member's short notice deployment (i.e., deployment on 7 or less days of notice) for a period of 7 days from the date of notification; or
- Military events and related activities that are related to the active duty or call to active-duty status of a covered military member; or
- Certain childcare and related activities arising from the active duty or call to active-duty status of a covered military member; or
- Making or updating financial and legal arrangements to address a covered military member's absence; or
- Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active-duty status of the covered military member; or
- Taking up to 5 days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment; or
- Attending to certain post-deployment activities sponsored by the military for a period of 90 days following the termination of the covered military member's active-duty status, and addressing issues arising from the death of a covered military member; or
- Any other event that the employee and employer agree is a qualifying exigency.

Military Caregiver Leave:

A serious injury or illness for purpose of Military Caregiver Leave is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating.

Leave

An eligible employee can take up to 12 weeks of leave unless additional military caregiver leave applies under this policy during any 12-month period. MSD Inc. will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, MSD Inc. will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time. (For example, if an employee used four weeks of FMLA leave beginning February 1 of the current year, four weeks beginning June 1 of the current year, and four weeks beginning December 1 of the current year, the employee would not be entitled to any additional leave until February 1 of the following year. On February 1 of the following year, the employee would be entitled to four weeks of leave.)

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, MSD Inc. may designate all or some portion of related leave taken as leave under this policy, to the extent that earlier leave meets with necessary qualifications.

If a husband and wife both work for MSD Inc. and each wishes to take leave for the birth of a child, for the adoption or placement of a child in foster care, or to care for a parent (but not a parent-in-law) with a serious health condition, the husband and wife may only take a total of 12 weeks (or 26 weeks of military caregiver leave) of leave.

Employee Status & Benefits During Leave

While an employee is on leave, MSD Inc. will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. If the employee chooses not to return to work for reasons other than a continued serious health condition, the employee will be required to reimburse MSD Inc. the amount it paid for the employee's health insurance premium during the leave period.

Under current MSD Inc. policy, the employee pays a portion of the health care premium. This employee portion is deducted in advance of the month covered, one-half from each of the two paychecks in the preceding month. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The full monthly amount of the employee portion, two times the amount deducted from each paycheck, must be received in the Human Resources Department by the 19th day of each month for which the premium was not deducted in advance. Failure to do so would force MSD Inc. to follow the procedures set forth in COBRA.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee must continue to make those payments, along with the health care payments. If the employee does not continue these payments, MSD Inc. may discontinue coverage during the leave period, or will recover the payments at the end of the leave period, in a manner consistent with the law.

If a holiday falls during a leave of absence, the employee shall not be entitled to holiday pay.

Employee Status After Leave

An employee who takes leave under this policy will be eligible to return to the same job or a job with equivalent status, pay, benefits and other employment terms. The position will be the same or one which entails substantially equivalent skill, effort, responsibility, and authority.

MSD Inc. may choose to exempt certain highly compensated employees from this requirement and not return them to the same or similar position.

Use of Paid and Unpaid Leave

If the employee has accrued paid leave, the employee must use applicable paid leave first and take the remainder of the 12 weeks as unpaid leave. An employee who is taking leave must use all paid leave prior to being eligible for unpaid leave.

Intermittent Leave or a Reduced Work Schedule

Under some circumstances the employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a block of time when needed over the year), or under certain circumstances may use the leave to reduce the work schedule. In all cases, the leave may not exceed a total of 12 weeks over a 12-month period.

MSD Inc. may temporarily transfer an employee to an available, alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule as permitted under FMLA.

For the birth, adoption or foster care of a child MSD Inc. and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption, or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with MSD Inc. before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary. MSD Inc. may require certification of medical necessity.

Certification of the Serious Health Condition

MSD Inc. may ask for certification of the reason for FMLA leave. The employee should respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. MSD Inc. may require second or third medical opinions and periodic recertification in appropriate circumstances as permitted by the FMLA. Failure to provide certification may result in a denial of continuation of leave. Certification may be provided by using the appropriate Certification Form, which may be obtained from the Human Resource Department.

If the employee has requested leave because of the employee's own serious medical condition, MSD Inc. may require certification from the health care provider that the employee is able to return to work and to perform the functions of the job. MSD Inc. may deny restoration to employment until the employee submits the required fitness-for-duty certification.

Procedure for Requesting Leave

Except where leave is not foreseeable, all employees requesting leave under this policy must submit the request in writing to their immediate supervisor, with a copy to the Human Resource Department.

When an employee plans to take leave under this policy, the employee must give MSD Inc. a 30-day notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. Employees must provide sufficient information for MSD Inc. to reasonably determine whether the FMLA may apply to the leave request. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to MSD Inc.'s operations.

If an employee fails to provide a 30-day notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the employer receives notice.

Employees must comply with MSD Inc.'s usual notice and procedural requirements for absences regardless of whether the absence qualifies under the FMLA. In addition, while on leave, employees are requested to report periodically to the Human Resource Department regarding the status of the medical condition, and their intent to return to work.

OTHER LEAVES OF ABSENCE (Bereavement, Medical, Military)

Bereavement Policy

Once you have successfully completed your introductory period of employment, you become eligible for leave of absence with pay at your regular rate for a maximum of three (3) regularly scheduled workdays lost due to death in your immediate family. The time off must be taken during the period between the day of death and the day following burial, both inclusive.

"Immediate family" is defined as, spouse, parents, children, grandchildren, grandparents, brother, sister, in-laws, or step relatives of the same degree.

If additional time is needed due to travel outside the local area, you may request an extension of this leave, by utilizing your PTO first, then followed without additional pay.

Compensation will be based on the number of hours you normally would be scheduled to work on the days you are absent. When the death occurs during a time when you are not working, such as scheduled day off, holiday, vacation, illness, injury or layoff, no payment will be made for funeral leave during that time. Proof of need for this leave and attendance may be required.

Medical Leave of Absence Policy

The Medical Leave of Absence Policy is used for longer leaves of absence (over one week) due to serious illness or injury of the employee or immediate family member. "Immediate family members include spouse, parents, and children".

You will need to have documentation substantiating a Medical Leave of Absence is necessary and the time frame in which is needed. This information needs to be given to the Human Resources Department as soon as possible.

MSD Inc. does observe our obligation under the FMLA and ADA prior to terminating an employee on a Medical Leave of Absence.

A Medical Leave of Absence is unpaid. Short-term disability insurance benefits may be available. Upon returning to work, you must have a doctor's release stating you are able to return to work and any restrictions that may apply.

Military Leave Policy

Members of the U.S. Armed Forces or National Guard will be granted the amount of leave required by law. Written notice should be given to your supervisor and the Human Resources Department as soon as possible.

JURY DUTY

Time off for jury duty is granted in accordance with applicable law. If you are absent for jury duty, you must provide your Supervisor with your jury summons before leave is granted, and proof of attendance upon your return to work.

You must also furnish receipts or other records provided by the court showing the amount received as juror's fees, travel expenses, or any other compensation provided by the court.

When you receive a notice to report for jury duty, advise your supervisor immediately. If you are not required to serve as a juror on a particular day, contact your supervisor as soon as possible to determine if you are needed by the company to work that day.

Your jury duty pay will be based on the number of hours you normally would be scheduled to work on each day absent, up to 40 hours per week. No overtime or holiday wages will be paid. All compensation received from the court, including travel expenses, will be offset against your regular base rate, and you will receive the difference. In no event will you be entitled to jury duty pay under this policy for more than 80 hours within any year unless so required by law.



EMPLOYEE BENEFITS

HEALTH AND OTHER TYPES OF INSURANCE

In addition to the regular paycheck, you receive for working at MSD Inc., we offer numerous benefits, services, and conveniences to help provide protection and assistance for you and your family. The value you and your family receive from these benefits and services is really a “hidden paycheck” provided by MSD Inc. with a value of about one-third of your base pay.

These benefits are available to regular full-time employees at the beginning of the month following 30 days of employment.

Our insurance, 401k, Holiday, PTO, STD, LTD, Profit-Sharing plans etc. are discussed in more detail in separate booklets, called summary plan descriptions, and in the formal agreements and elsewhere in this handbook. In the event there is any question or conflict in language or interpretation between those booklets and documents in relation to the provisions of this handbook, the terms of the actual contracts and other documents will control over summaries in this handbook.

Benefit Counseling Sessions

We believe it is important to give you an opportunity to learn more about the benefits that you may receive from MSD Inc. to help you plan for your future financial security. From time to time, therefore, we will be meeting with you either individually or in a group to discuss some of MSD Inc. benefits, answer your questions, and obtain your comments.

Hospitalization and Major Medical Insurance

All regular full-time employees are eligible for MSD Inc’s Health Insurance Program. MSD Inc. and their employees both share in the cost for your coverage. This coverage becomes available to you at the beginning of the month following 30 days of employment. Coverage for your spouse and dependents is also offered to you (based upon acceptance by the insurance company). A waiver must be signed if you do not desire insurance.

Dental Insurance

All regular full-time employees are eligible for MSD Inc’s Dental Insurance Program. These premiums are fully paid by the employee. This coverage becomes available to you at the beginning of the month following 30 days of employment. Coverage for your spouse and dependents is also offered to you. A waiver must be signed if you do not desire insurance.

Vision Insurance

All regular full-time employees are eligible for MSD Inc’s Vision Insurance Program. These premiums are fully paid by the employee. This coverage becomes available to you at the beginning of the month following 30 days of employment. Coverage for your spouse and dependents is also offered to you by the insurance company). A waiver must be signed if you do not desire insurance.

Short-Term Disability Insurance

All regular full-time employees are eligible for our MSD Inc’s Short-Term Disability Insurance. This coverage begins at the beginning of the month following 30 days of employment. Premium for this insurance is fully paid by MSD Inc.

Long-Term Disability Insurance

All regular full-time employees are eligible for our MSD Inc's Long-Term Disability Insurance. This coverage begins at the beginning of the month following 30 days of employment. Premium for this insurance is fully paid by MSD Inc.

Life Insurance

All regular full-time employees are eligible for our MSD Inc's Life and Disability Insurance. This coverage begins at the beginning of the month following 30 days of employment. Premium for this insurance is fully paid by MSD Inc.

Optional Voluntary Insurance

All regular full-time employees are eligible to elect Optional Voluntary Insurance. These premiums are fully paid by the employee. The coverage is voluntary. Coverage begins at the beginning of the month following 30 days of employment. If you do not elect to take coverage at time of hire, we hold open enrollment yearly for these plans.

Optional Accident Insurance

All regular full-time employees are eligible to elect Optional Accident Insurance. These premiums are fully paid by the employee. The coverage is voluntary. Coverage begins at the beginning of the month following 30 days of employment. If you do not elect to take coverage at time of hire, we hold open enrollment yearly for these plans.

Optional Critical Illness Insurance

All regular full-time employees are eligible to elect Optional Critical Illness Insurance. These premiums are fully paid by the employee. The coverage is voluntary. Coverage begins at the beginning of the month following 30 days of employment. If you do not elect to take coverage at time of hire, we hold open enrollment yearly for these plans.

Should you have any questions concerning the above-mentioned plans, please refer to your summary plan description booklet for further details.

SECTION 125 - SALARY CONVERSION PLAN

A 125 Salary Conversion Plan is in place for helping to pay for your health benefits with pre-tax dollars.

If there is any conflict between the above insurance descriptions or statements made by MSD Agents with the actual provisions of the plans, the plans control. Consult your Summary Plan Description booklets for further details.

This plan states as follows:

In accordance with my rights under the MSD Inc's Mandatory Premium Conversion Plan (the "Plan"), MSD Inc. and I agree that my cash compensation will be reduced by an amount equal to my share (Automatic Premium Payments) of the total premium charged by the insurance company or health maintenance organization for the Plan coverage which I have selected.

I understand that:

This salary conversion agreement will remain in effect for the plan year (or during such portion of the plan year as remains after the date of this agreement).

If my Automatic Premium Payments for the elected Plan coverage(s) are increased or decreased while this agreement remains in effect, salary reduction will automatically be adjusted to reflect that increase or decrease.

Prior to the first day of each plan year, I will be offered the opportunity to change my benefit election for the following plan year. If I do not complete and return a new election form at that time, I will be treated as having elected to continue my benefit coverage and amount of salary reduction then in effect for the new plan year, subject to any changes in salary reduction as described in the preceding paragraphs.

I cannot change or revoke this salary conversion agreement at any time during the plan year unless I have a change in family status (including marriage, divorce, death of a spouse or child, birth or adoption of a child, termination of employment of a spouse or such other events as the Plan Administrator determines will permit a change or revocation of an election).

The Plan Administrator may reduce or cancel my salary reduction or otherwise modify this agreement in the event they believe it advisable to satisfy certain provisions of the Internal Revenue Code.

My salary reduction under this agreement shall be in addition to any reduction under other agreements or benefits plans. My social security benefits may be slightly reduced because of my election.

This agreement is subject to the terms of the MSD Inc.'s mandatory premium conversion plan as amended from time to time. It shall be governed by and construed in accordance with applicable laws, shall take effect as a sealed instrument under applicable laws and revokes any prior salary conversion agreement relating to this plan.

CONTINUATION OF BENEFITS (INACTIVE EMPLOYEE)

INACTIVE EMPLOYEE – An employee who has not been terminated from our employ, but is not actively working, due to being on leave, or absent due to illness, accident, or layoff status.

Continuation of benefits as an inactive employee will be handled in accordance with each benefit plan and policy.

At initial time of the above occurrences, the employee will need to meet with the Human Resources Department to go over these plans and policies for each benefit coverage the employee has.

*See Exit Interviews

CONTINUATION AND CONVERSION OF HEALTH INSURANCE BENEFITS (COBRA)

In accordance with applicable law, if your employment with us is terminated, or if you experience a reduction in hours of employment, you may be eligible to continue your present level of health insurance coverage under the MSD Inc.'s group health insurance plan. This can be done at your own cost, for a period of up to eighteen (18) months. You may also be eligible to convert your group life coverage to individual coverage.

If your spouse and any dependent children are covered under MSD Inc.'s group health plan at the time of your termination or reduction of hours, they may also have the same right to continue health insurance coverage.

In addition, they may have the right to elect to remain covered under our plan if they lose coverage because of: (a) your death, (b) your divorce or legal separation, (c) your entitlement to Medicare, or (d) a dependent child's ceasing to be a "dependent child" under the plan.

To be eligible for these continuation or conversion rights for yourself or your spouse and any dependent children, the law requires that certain conditions be met. If any of the above events occur, therefore, contact our Human Resources Department as soon as possible, for further assistance. In addition, the Plan Booklet you receive contains further details concerning your health insurance coverage and the extension of such benefits coverage that governs in the event of any conflict.

Of course, because the law changes periodically, the continuation and conversion of benefits described above may also change.

RETIREMENT PROGRAM

Our 401k Plan is provided for all employees working 1000+ hours annually. MSD Inc. does match the employee contribution based on plan description.

After receiving a notice from the Plan Administrator, you will be deemed to have made an Elective Deferral Contribution election in the amount of 5% of your Plan Compensation.

Please note, the automatic elections specified above will only apply to new hires and participants without an existing affirmative election.

Please note, the automatic elections specified above will be designated as pre-tax Elective Deferral Contributions MSD Inc. does match the employee contribution based on plan description.

Consult the plan documents for details on vesting and other requirements. This plan is coordinated according to regulations from the Federal Government.

WORKERS' COMPENSATION

If you are injured or become ill because of your work, you may be eligible to receive insurance benefits as provided under the State Workers' Compensation Act. MSD Inc. pays all costs of providing this insurance protection. It is imperative that you report immediately any accident or injury that occurs on the job or that you believe is job related to your manager, the Safety Manager, and the Human Resources Department. A positive drug/alcohol test or refusal to consent to a drug/alcohol test could result in being denied workers' compensation benefits.

Notice

Under Ohio's Workers' Compensation laws, and specifically Section 4123.54, each employee is hereby given notice that the results of or the employee's refusal to submit to a substance abuse test may affect the employee's eligibility for compensation and benefits under Ohio's Workers' Compensation laws. In determining whether an employee has an improper alcohol concentration level, a prescribed test will be administered as soon as practical for controlled substances such as amphetamines, cannabinoids, cocaine, and opiates. The failure to submit to testing or positive test results may result in worker's compensation benefits being denied.

UNEMPLOYMENT COMPENSATION

MSD Inc. contributes under the State and Federal Unemployment Compensation Act to insurance funds that may provide you with income in the event you become laid off and unemployed through no fault of your own. As an employee, you pay no part of the fund that provides you with this benefit. MSD Inc. pays the entire cost for this protection.

CAREER DEVELOPMENT

Educational Assistance

We hope you will want to make your employment with us a successful career and that you will take advantage of the work environment we have established to help improve your skills and your opportunities for advancement.

Your training and development in your job can be beneficial both to you and MSD Inc. But you must show the initiative and desire to move ahead in your work force.

To improve your ability to progress, MSD Inc. will refund relevant educational tuition fees up to \$2500.00 per calendar year.

Your application for coverage must be submitted to our Human Resources Department and must be approved by your supervisor at least two (2) weeks prior to enrollment. To receive approval, the course of study must, in MSD Inc.'s judgment, be of good quality, relate to your present position, and/or provide attainable skills for career mobility within MSD Inc.

Upon completion of the course, you must submit to our Human Resources Department a Reimbursement Form and evidence of satisfactory completion of the course. A grade of "C" or better, or its equivalent where grades are given, or a passing grade in a pass/fail course is required and evidence of your payment for the course needs to accompany this form. The amount of reimbursement for which you are eligible will be reduced by the amount of any governmental educational assistance or scholarship you receive.

You must also be actively employed by MSD Inc. on a full-time basis for at least 1 year after completion of the course. However, if you should separate from MSD Inc.'s employment within one year of completing the above training class, the amount of the payment will be considered only a loan. Accordingly, you will be required to repay up to 100 percent of the original educational assistance payment. You will be asked to sign a written agreement when you receive the tuition payments. Please see Administrative Specialist for additional details and for request forms.

Job Related Training/Seminars

From time to time, you may be asked by MSD Inc. to attend job related training classes/seminars for which MSD Inc. will pay for the tuition of the class in full. However, if you should separate from MSD Inc.'s employment within one year of completing the above training class, the amount of the payment will be considered only a loan.

Accordingly, you will be required to repay up to 100 percent of the original educational assistance payment. At the time of registration for this training class/seminar you will be asked to complete a Job-Related Training Form that states the above. Please see Administrative Specialist for additional details and for request forms.



CONDUCT/ATTENDANCE

ATTENDANCE AND TARDINESS

A daily attendance record is maintained for all team members. Depending on your department and the job you may be working on, work hours may vary. All team members are expected to report to work on time and remain on the job, taking time only for scheduled breaks and/or lunch periods.

Absence and Tardiness not already scheduled with your supervisor should be reported to your supervisor as soon as possible. The appropriate time frame for doing so is 1 hour before your shift starts.

The reason for being absent or tardy will constitute either an excused or unexcused absence/tardy.

Excessive absenteeism/tardiness, failing to report absences in a timely manner and “no call/no show” absences may result in disciplinary action up to and including termination of employment.

RULES OF CONDUCT

What We Expect From You

Whenever groups of people work together, there must be rules of conduct for common guidance and efficiency. It is impossible to define in detail every standard for every circumstance, and MSD Inc. tries to keep rules to a necessary minimum. We hope that your common sense will guide you as to the proper thing to do in most cases, so we have listed below only a few specifics regarding what we expect from you. This should not be regarded as an all-inclusive list of our expectations or standards.

If you have any questions about these standards of conduct and attendance, or about what to do or not to do in a situation, please contact your supervisor or Superintendent.

When employee misconduct occurs, measures must be undertaken to correct the situation and to curtail further occurrences, for the good of all of us. The approach we take to discipline may vary depending in our discretion on, among other things, the gravity of the offense, the circumstances under which it occurred, your duties, your length of service (seniority) with MSD Inc., and your overall work record, including any prior misconduct.

Discipline can take many different forms:

- Verbal COUNSELING;
- Written WARNING;
- PROBATION;
- SUSPENSION from work without pay;
- SUSPENSION, subject to discharge;
- DISCHARGE

Keep in mind that MSD Inc. has no obligation to any one or more of these forms of discipline prior to discharging an employee. Any or all of these penalties can be deemed appropriate, in MSD Inc.'s discretion. Moreover, by establishing this disciplinary procedure, MSD Inc. is not relinquishing or limiting its managerial right to discharge for any or no reason at all, at any time, with or without notice.

The use of progressive discipline as a pre-condition to termination thus is discretionary, in MSD Inc.'s judgment. MSD Inc.'s decision in every case is final and binding on all concerned, including the disciplined employee and all other persons or entities involved in any way, directly or indirectly.

If you do receive the benefit of any of these methods of constructive counseling, however, be sure to take advantage of the opportunity to learn from your mistakes and to improve accordingly.

Follow Common Sense Standards of Conduct to Avoid Major Offenses

You should be aware that there are certain major offenses, which may result in an immediate penalty of a Performance Improvement Plan, or suspension subject to discharge, or discharge without any prior counseling. To avoid such severe consequences, just follow simple common-sense guides and avoid major offenses such as, but not limited to, the following:

- Failure or refusal to carry out reasonable orders or instructions.
- Unsatisfactory work performance.
- Failure to fulfill the responsibilities of the job to an extent that might or does cause injury to a person or damage to or loss of product, machinery, equipment, facilities, or other property of MSD Inc.
- Violation of a safety, fire prevention, health or security rule, policy, or practice.
- False, fraudulent, misleading, or harmful statement, action or omission related to an employment application or other information provided to or requested by MSD Inc., whether oral or written, or refusal to timely provide such information.
- False, fraudulent, misleading, or harmful statement, action or omission involving another employee, a client, MSD Inc. or relations with MSD Inc., or any action disloyal to MSD Inc.
- Unauthorized use of, removal of, theft of or damage to the property of MSD Inc., an employee, an independent contractor, or a client.
- Threatened or actual physical violence.
- The use of profane or abusive language.
- Carrying any weapon while on MSD Inc. business, jobsite, premises, or property without authorization from MSD Inc. *Note: The only expectation(s) to this policy is when a "concealed carry" permit holder is properly securing their licensed weapon in a personal vehicle as specified in Ohio SB 199.*
- Bringing onto MSD Inc.'s jobsite, premises, or property, having possession of, being under the influence of or consuming, using, transferring, selling or attempting to sell any form of alcohol at any time during the hours between the beginning and end of your workday, whether or not on duty, MSD Inc. business, or MSD Inc. premises, property, or jobsite.
- Bringing onto MSD Inc.'s jobsite, premises or property having possession of, having present in the body system, being under the influence of using, consuming, transferring, selling or attempting to sell any form of narcotic, depressant, stimulant, hallucinogen, or any mind or perception altering drug or substance (excepting only the taking of a prescribed drug under the direction of a physician and to extent it does not impair job performance or threaten safety, health, security or property), at any time during the hours between the beginning and end of your work day, whether or not on duty, MSD Inc. business, or MSD Inc. premises, property or jobsite.
- Possession, use, sale, or being under the influence of drugs or any other mind or perception altering substance on MSD Inc. premises, or property of jobsite that adversely affect your job performance, your or other employees' safety, health, security or property at work, or the MSD Inc.'s reputation.
- Refusing to cooperate in or submit to questioning, medical or physical test or examination, or an inspection or search of your person, personal belongings, locker or personal or authorized vehicle, when requested or conducted by MSD Inc. or its designee; or the presence of any substance forbidden by these rules of conduct on your person or in your body system, personal belonging or vehicle, as indicated in such test, examination, inspection or search.
- Organized gambling, disorderly or inappropriate conduct while on MSD Inc. premises, jobsite, or business.
- Accepting or engaging in any outside employment with a competitor of MSD Inc. or conducting or attempting to conduct any outside business while on MSD Inc.'s premises, jobsite, or business.
- Garnishments beyond the type and number protected by law.
- Chronic, habitual, or excessive lateness or absenteeism of any type, and/or other violation of the MSD Inc.'s standards of attendance as provided in this section.

- Harassment of another employee of a sexual nature or otherwise, including but not limited to verbal or physical conduct, or unwelcome advances with regard to or on the basis of sex (including sexual orientation and gender identity), race, color, national origin or ancestry, age, religion, creed, marital status, or status as a Vietnam Era or disabled Veteran, or handicapped person.
- An arrest, criminal complaint, summons to answer a criminal charge, statement of charges, indictment, criminal information or any other criminal charge or conviction of an employee, depending on the circumstances and the offense charged, including but not limited to MSD Inc.'s judgment as to the potential risk to safety or health of employees and/or the security of MSD Inc. premises and property.

Comply With Our Standards of Attendance

MSD Inc.'s success depends on its efficient operation. Failure to meet these standards of attendance will result in disciplinary action as provided herein and in the standards of conduct provisions of this section. It is necessary, therefore, that you be at your job location ready to start work at your scheduled time and continue working until your scheduled hours of work are completed.

Moreover, it is your obligation to notify your supervisor, as far as possible in advance of your scheduled workday, whenever you will be late or absent, to state the reason for such lateness or absence, and to advise when you expect to return to work. If your supervisor is not available when you call, you must leave a message with the front office. The message should include a telephone number where you can be reached. If you are physically unable to make a personal call, you must have someone else call for you. Obviously, following these steps does not excuse the absence. Remember also that your attendance record is an important factor considered by MSD Inc. in your periodic performance reviews.

No absence should automatically be considered "excused". Chronic, habitual, or excessive absenteeism or lateness, as judged by MSD Inc. in its discretion, will result in a Performance Improvement Plan, suspension subject to discharge, or discharge, in circumstances including but not limited to:

- Repeated short-term absences and/or lateness in violation of MSD Inc. rules.
- Absence from work for two (2) consecutive scheduled workdays without notifying MSD Inc. during the absence of an illness or accident preventing you from working (as evidenced by written certification of a medical doctor if requested by MSD Inc.), or other satisfactory reason for such absence, as determined by MSD Inc.
- Failure to return to work within two (2) consecutive scheduled workdays after notification of recall from separation status by MSD Inc.
- Absence from work for any reason, including but not limited to illness, on or off duty injury, or leave of absence, for a period more than twelve (12) consecutive months since your last day worked for MSD Inc., or for a period exceeding the length of your continuous service with MSD Inc., whichever is shorter.

EXIT INTERVIEWS

The Exit Interview is very important to you and MSD Inc. so that all your benefits may be explained.

In the case of termination, voluntary or involuntary, your last payroll check will not be deposited or mailed until the Human Resources Department has done the following:

1. Verified open items with your supervisor.
2. All MSD Inc. property has been returned - which includes but not limited to: Cell phone, MSD Inc. tools, gas credit card, vehicle and keys, keys to facilities, base pass, MSDS, hard hat, supply house charges PAID IN FULL, or any outstanding moneys that are owed to MSD Inc. PAID IN FULL.

MSD Inc. has always believed in promoting an atmosphere of open communication among all our team members. If you have any questions or need further clarification on any of the policies listed in this handbook, please contact your supervisor or check the MSD Employee Portal for further information.

We value all of our team members and feel that you are the heart of our organization!