



MACKINTOSH SECURITY INC

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# 1.Introduction

## 1.1 Handbook Disclaimer

*The contents of this handbook serve only as guidelines and supersede any prior handbook. Neither this handbook, nor any other policy or practice, creates an employment contract, or an implied or express promise of continued employment with the Company. Employment with MACKINTOSH SECURITY INC is "AT-WILL." This means employees or MACKINTOSH SECURITY INC may terminate the employment relationship at any time, for any reason, with or without cause or advance notice. As an at-will employee, it is not guaranteed, in any manner, that you will be employed with MACKINTOSH SECURITY INC for any set period of time.*

*The Company has the right, with or without notice, in an individual case or generally, to change any of the policies in this handbook, or any of its guidelines, policies, practices, working conditions or benefits at any time. No one is authorized to provide any employee with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or arrangement is in writing and signed by the president and the employee.*

## 1.2 Welcome Message

Dear Valued Employee,

Welcome to MACKINTOSH SECURITY INC! We are pleased with your decision to join our team.

MACKINTOSH SECURITY INC is committed to providing superior quality and unparalleled customer service in all aspects of our business. We believe each employee contributes to the success and growth of our Company.

This employee handbook contains general information on our policies, practices, and benefits. Please read it carefully. If you have questions regarding the handbook, please discuss them with your supervisor or the MSI Site Manager.

Welcome aboard. We look forward to working with you!

Sincerely,

The MSI Site Manager

### **1.3 Changes in Policy**

Change at MACKINTOSH SECURITY INC is inevitable. Therefore, we expressly reserve the right to interpret, modify, suspend, cancel, or dispute, with or without notice, all or any part of our policies, procedures, and benefits at any time with or without prior notice. Changes will be effective on the dates determined by MACKINTOSH SECURITY INC, and after those dates all superseded policies will be null and void.

No individual supervisor or manager has the authority to alter the foregoing. Any employee who is unclear on any policy or procedure should consult a supervisor or the MSI Site Manager.

## **2. General Employment**

### **2.1 At-Will Employment**

Employment with MACKINTOSH SECURITY INC is "at-will." This means employees are free to resign at any time, with or without cause, and MACKINTOSH SECURITY INC may terminate the employment relationship at any time, with or without cause or advance notice. As an at-will employee, it is not guaranteed, in any manner, that you will be employed with MACKINTOSH SECURITY INC for any set period of time.

The policies set forth in this employee handbook are the policies that are in effect at the time of publication. They may be amended, modified, or terminated at any time by MACKINTOSH SECURITY INC, except for the policy on at-will employment, which may be modified only by a signed, written agreement between the President and the employee at issue. Nothing in this handbook may be construed as creating a promise of future benefits or a binding contract between MACKINTOSH SECURITY INC and any of its employees.

### **2.2 Immigration Law Compliance**

MACKINTOSH SECURITY INC is committed to employing only United States citizens and aliens who are authorized to work in the United States.

In compliance with the Immigration Reform and Control Act of 1986, as amended, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with MACKINTOSH SECURITY INC within the past three years, or if their previous I-9 is no longer retained or valid.

MACKINTOSH SECURITY INC may participate in the federal government's electronic employment verification system, known as "E-Verify." Pursuant to E-Verify, MACKINTOSH SECURITY INC provides the Social Security Administration, and if necessary, the Department of Homeland Security with information from each new employee's Form I-9 to confirm work authorization.

## **2.3 Equal Employment Opportunity**

MACKINTOSH SECURITY INC is an Equal Opportunity Employer. Employment opportunities at MACKINTOSH SECURITY INC are based upon one's qualifications and capabilities to perform the essential functions of a particular job. All employment opportunities are provided without regard to race, religion, sex, pregnancy, childbirth or related medical conditions, national origin, age, veteran status, disability, genetic information, or any other characteristic protected by law.

This Equal Employment Opportunity policy governs all aspects of employment, including, but not limited to, recruitment, hiring, selection, job assignment, promotions, transfers, compensation, discipline, termination, layoff, access to benefits and training, and all other conditions and privileges of employment.

The Company will provide reasonable accommodations as necessary and where required by law so long as the accommodation does not pose an undue hardship on the business. This policy is not intended to afford employees with any greater protections than those which exist under federal, state or local law.

MACKINTOSH SECURITY INC strongly urges the reporting of all instances of discrimination and harassment, and prohibits retaliation against any individual who reports discrimination, harassment, or participates in an investigation of such report. MACKINTOSH SECURITY INC will take appropriate disciplinary action, up to and including immediate termination, against any employee who violates this policy.

## **2.4 Equal Employment Opportunity (Colorado Employees)**

MACKINTOSH SECURITY INC is an Equal Opportunity Employer. Employment opportunities at MACKINTOSH SECURITY INC are based upon one's qualifications and capabilities to perform the essential functions of a particular job. All employment opportunities are provided without regard to race, color, religion, creed, sex, national origin, ancestry, age, status as an officer or enlisted members of the military forces, veteran status, disability, genetic information, sexual orientation, transgender status, marriage to a co-worker, or any other characteristic protected by law.

This Equal Employment Opportunity policy governs all aspects of employment, including, but not limited to, recruitment, hiring, selection, job assignment, promotions, transfers, compensation, discipline, termination, layoff, access to benefits and training, and all other conditions and privileges of employment.

MACKINTOSH SECURITY INC strongly urges the reporting of all instances of discrimination and harassment, and prohibits retaliation against any individual who reports discrimination, harassment or participates in an investigation of such report. MACKINTOSH SECURITY INC will take appropriate disciplinary action, up to and including immediate termination, against any employee who violates this policy.

## **2.5 Employee Grievances**

It is the policy of MACKINTOSH SECURITY INC to maintain a harmonious workplace environment. MACKINTOSH SECURITY INC encourages its employees to express concerns about work-related issues, including workplace communication, interpersonal conflict, and other working conditions.

Employees are encouraged to raise concerns with their supervisors. If not resolved at this level, an employee may submit, in writing, a signed grievance to the MSI Site Manager.

After receiving a written grievance, MACKINTOSH SECURITY INC may hold a meeting with the employee, the immediate supervisor, and any other individuals who may assist in the investigation or resolution of the issue. All discussions related to the grievance will be limited to those involved with, and who can assist with, resolving the issue.

Complaints involving alleged discriminatory practices shall be processed in accordance with MACKINTOSH SECURITY INC's Sexual and other Unlawful Harassment Policy.

MACKINTOSH SECURITY INC assures that all employees filing a grievance or complaint can do so without fear of retaliation or reprisal.

## **2.6 Internal Communication**



Effective and ongoing communication within MACKINTOSH SECURITY INC is essential. As such, the Company maintains systems through which important information can be shared among employees and management.

Bulletin boards are posted in designated areas of the workplace to display important information and announcements. In addition, MACKINTOSH SECURITY INC uses the Intranet and email to facilitate communication and share access to documents. For information on appropriate email and Internet usage, employees may refer to the Computer, Email, and Internet Usage policy.

All employees are responsible for checking internal communications on a frequent and regular basis. Employees should consult their supervisor with any questions or concerns on information disseminated.

## **2.7 Outside Employment**

Employees may hold outside jobs as long as the employee meets the performance standards of their position with MACKINTOSH SECURITY INC.

Unless an alternative work schedule has been approved by MACKINTOSH SECURITY INC, employees will be subject to the Company's scheduling demands, regardless of any existing outside work assignments; this includes availability for overtime when necessary.

MACKINTOSH SECURITY INC's property, office space, equipment, materials, trade secrets, and any other confidential information may not be used for any purposes relating to outside employment.

## **2.8 Anti-Retaliation and Whistleblower Policy**

This policy is designed to protect employees and address MACKINTOSH SECURITY INC's commitment to integrity and ethical behavior. In accordance with anti-retaliation and whistleblower protection regulations, MACKINTOSH SECURITY INC will not tolerate any retaliation against an employee who:

- Makes a good faith complaint, or threatens to make a good faith complaint, regarding the suspected Company or employee violations of the law, including discriminatory or other unfair employment practices;
- Makes a good faith complaint, or threatens to make a good faith complaint, regarding accounting, internal accounting controls, or auditing matters that may lead to incorrect, or misrepresentations in, financial accounting;
- Makes a good faith report, or threatens to make a good faith report, of a violation that endangers the health or safety of an employee, patient, client or customer, environment or general public;
- Objects to, or refuses to participate in, any activity, policy or practice, which the employee reasonably believes is a violation of the law;
- Provides information to assist in an investigation regarding violations of the law; **or**
- Files, testifies, participates or assists in a proceeding, action or hearing in relation to alleged violations of the law.

Retaliation is defined as any adverse employment action against an employee, including, but not limited to, refusal to hire, failure to promote, demotion, suspension, harassment, denial of training opportunities, termination, or discrimination in any manner in the terms and conditions of employment.

Anyone found to have engaged in retaliation or in violation of law, policy or practice will be subject to discipline, up to and including termination of employment.

Employees who knowingly make a false report of a violation will be subject to disciplinary action, up to and including termination.

Employees who wish to report a violation should contact their supervisor or Luis Mackintosh directly. Employees should also review their state and local requirements for any additional reporting guidelines.

MACKINTOSH SECURITY INC will promptly and thoroughly investigate and, if necessary, address any reported violation.

Employees who have any questions or concerns regarding this policy and related reporting requirements should contact their supervisor, the MSI Site Manager or any state or local agency responsible for investigating alleged violations.

## 3. Employment Status & Recordkeeping

### 3.1 Employment Classifications

For purposes of salary administration and eligibility for overtime payments and employee benefits, MACKINTOSH SECURITY INC classifies employees as either exempt or non-exempt. Non-exempt employees are entitled to overtime pay in accordance with federal and state overtime provisions. Exempt employees are exempt from federal and state overtime laws and, but for a few narrow exceptions, are generally paid a fixed amount of pay for each workweek in which work is performed.

If you change positions during your employment with MACKINTOSH SECURITY INC or if your job responsibilities change, you will be informed by the MSI Site Manager of any change in your exempt status.

In addition to your designation of either exempt or non-exempt, you also belong to one of the following employment categories:

#### **Full-Time:**

Full-time employees are regularly scheduled to work greater or equal to 40 hours per week. Generally, regular full-time employees are eligible for MACKINTOSH SECURITY INC's benefits, subject to the terms, conditions, and limitations of each benefit program.

#### **Part-Time:**

Part-time employees are regularly scheduled to work less than 40 hours per week. Regular part-time employees may be eligible for some MACKINTOSH SECURITY INC benefit programs, subject to the terms, conditions, and limitations of each benefit program.

#### **Temporary:**

Temporary employees include those hired for a limited time to assist in a specific function or in the completion of a specific project. Employment beyond any initially stated period does not in any way imply a change in employment status or classification. Temporary employees retain temporary status unless and until they

are notified, by MACKINTOSH SECURITY INC Management, of a change.

### **3.2 Personnel Data Changes**

It is the responsibility of each employee to promptly notify their supervisor or the MSI Site Manager of any changes in personnel data. Such changes may affect your eligibility for benefits, the amount you pay for benefit premiums, and your receipt of important company information.

If any of the following have changed or will change in the coming future, contact your supervisor or the MSI Site Manager as soon as possible:

- Legal name
- Mailing address
- Telephone number(s)
- Change of beneficiary
- Exemptions on your tax forms
- Emergency contact(s)
- Training certificates
- Professional licenses

### **3.3 Expense Reimbursement**

MACKINTOSH SECURITY INC reimburses employees for necessary expenditures and reasonable costs incurred in the course of doing their jobs. Expenses incurred by an employee must be approved in advance by the MSI Site Manager.

Some expenses that may warrant reimbursement include, but are not limited, to the following: mileage costs, air or ground transportation costs, lodging, meals for the purpose of carrying out company business, and any other reimbursable expenses as required by law. Employees are expected to make a reasonable effort to limit business expenses to economical options.

To be reimbursed, employees must submit expense reports to the MSI Site Manager for approval. The report must be accompanied by receipts or other documentation substantiating the expenses. Questions regarding this policy

should be directed to your supervisor.

### 3.4 Termination of Employment

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Common circumstances under which employment is terminated include the following:

- **Resignation** - Voluntary employment termination initiated by an employee.
- **Termination** - Involuntary employment termination initiated by MACKINTOSH SECURITY INC. In most cases, MACKINTOSH SECURITY INC will use progressive disciplinary actions before dismissing an employee. However, certain actions warrant immediate termination.
- **Layoff** - Involuntary employment termination initiated by MACKINTOSH SECURITY INC for non-disciplinary reasons.
- **Retirement** - Voluntary employee termination upon eligibility for retirement.

Employees who intend to terminate employment with MACKINTOSH SECURITY INC, shall provide MACKINTOSH SECURITY INC with at least two weeks of written notice. Such notice is intended to allow the Company time to adjust to the employee's departure without placing undue burden on those employees who may be required to fill in before a replacement can be found.

Since employment with MACKINTOSH SECURITY INC is based on mutual consent, both the employee and MACKINTOSH SECURITY INC have the right to terminate employment at-will, with or without cause, at any time.

In the case of employee termination, the employee will receive their accrued pay in accordance with all federal, state and local laws.

Any employee who terminates employment with MACKINTOSH SECURITY INC shall return all files, records, keys, and any other materials that are the property of MACKINTOSH SECURITY INC.

Employee benefits will be affected by employment termination in the following manner:

- All accrued vested benefits that are due and payable at termination will be paid in accordance with applicable federal, state and local laws.
- Some benefits may be continued at the employee's expense, if the employee

elects to do so, such as healthcare coverage.

- The employee will be notified of the benefits that may be continued and of the terms, conditions, and limitations of such continuation.

If you have any questions or concerns regarding this policy, direct them to the MSI Site Manager.

## **4. Working Conditions & Hours**

### **4.1 Company Hours**

MACKINTOSH SECURITY INC is open for business from

- Monday - Friday 12:00 AM to 11:59 PM
- Saturday 12:00 AM to 11:59 PM
- Sunday 12:00 AM to 11:59 PM

. This excludes holidays recognized by MACKINTOSH SECURITY INC. The standard workweek is 40 hours.

Supervisors will advise employees of their scheduled shift, including starting and ending times. Business needs may necessitate a variation in your starting and ending times as well as in the total hours you may be scheduled to work each day and each week.

### **4.2 Emergency Closing**

At times, emergencies such as severe weather, fires, or power failures can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility. The decision to close or delay regular operations will be made by MACKINTOSH SECURITY INC management.

When a decision is made to close the office, employees will receive official notification from their supervisor.

### **4.3 Parking**

Employees of MACKINTOSH SECURITY INC may park in the designated section(s) of the parking garage.

Vehicles parked in violation of posted rules will be towed at the owner's expense.

#### **4.4 Workplace Safety**

MACKINTOSH SECURITY INC is committed to providing a clean, safe, and healthful work environment for its employees. Maintaining a safe work environment, however, requires the continuous cooperation of all employees. MACKINTOSH SECURITY INC and all employees must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act and state and local regulations. In addition, all employees are expected to obey safety rules and exercise caution and common sense in all work activities.

##### **Complaint and Reporting Procedure:**

Employees should immediately report any unsafe conditions to their supervisor without fear of reprisal. In the case of an accident that results in injury, regardless of how seemingly insignificant the injury may appear, employees must notify their supervisor. If you believe it would be inappropriate to report the matter to your supervisor, you can report it directly to:

Luis Mackintosh

5540 W Saulsbury Ct Arvada CO 80002

7206299774

Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations may be subject to disciplinary action, up to and including termination of employment.

##### **Retaliation Prohibited:**

MACKINTOSH SECURITY INC expressly prohibits retaliation against anyone who reports unsafe working conditions or work-related accidents, injuries or illnesses. Any form of retaliation will be subject to disciplinary action, up to and including termination of employment.

Questions or concerns regarding this policy should be directed to your supervisor or the MSI Site Manager.

#### **4.5 Security**



The purpose of MACKINTOSH SECURITY INC's security policy is to protect Company assets and to maintain a safe working environment for all employees.

**Facility Access:**

All regular MACKINTOSH SECURITY INC employees will be issued a key to gain access to MACKINTOSH SECURITY INC facilities. Employees who are issued keys are responsible for their safekeeping. All lost or stolen keys must be reported to your supervisor as soon as possible.

Upon separation from MACKINTOSH SECURITY INC, and at any other time upon MACKINTOSH SECURITY INC's request, all keys must be returned to your supervisor.

**Closing Procedures:**

The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that: all doors are securely locked; the alarm system is armed; thermostats are set on appropriate evening and/or weekend setting; and all appliances and lights are turned off with the exception of the lights normally left on for security purposes.

Employees are not permitted on company property after hours without prior written authorization from the MSI Site Manager.

**4.6 Meal & Break Periods**

In accordance with state and local laws, non-exempt employees will be provided with meal and break periods. Break periods of less than 20 minutes will be paid. Break periods lasting longer than 20 minutes will be unpaid.

Non-exempt employees must be fully relieved of their job responsibilities and are not permitted to work during unpaid break and meal periods of more than 20 minutes. If for any reason a non-exempt employee does not take the applicable meal and rest period that they are provided, the employee must notify his or her supervisor immediately.

MACKINTOSH SECURITY INC will schedule meal and break periods in order to

accommodate Company operating requirements.

#### **4.7 Break Time for Nursing Mothers**

MACKINTOSH SECURITY INC accommodates employees who wish to express breast milk during the workday by providing reasonable break times to do so. The Company will provide a designated room, other than a bathroom, that is shielded from view, free from intrusion from coworkers and the public and is in compliance with all other applicable laws for this purpose.

Employees who use regularly scheduled rest breaks to express breast milk will be paid for the break time. If the lactation break does not run concurrently with the employee's regularly scheduled compensated break, the lactation break time will be unpaid.

For questions related to this policy, please contact the MSI Site Manager.

## 5. Employee Benefits

### 5.1 Holidays

MACKINTOSH SECURITY INC observes the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Due to the nature of our business, MACKINTOSH SECURITY INC may require employees to work on a holiday. Employees required to work on holidays will be paid holiday pay in accordance with applicable laws.

### 5.2 Paid Time Off (PTO)

Paid Time Off (PTO) is an all-purpose time off policy for eligible employees to use for vacation, illness, injury, or personal business. PTO combines traditional vacation and sick leave plans into one flexible, inclusive policy. PTO is payable in the same manner as the regular salary and is subject to the same withholding elections.

Employees in the following employment classification(s) are eligible to earn and use PTO as described in this policy: Full-time employees only

Upon entering an eligible employment classification, employees will begin to earn PTO according to the following schedule:

After 1 year(s) of service employees are eligible for 4 PTO Days.

To the extent permitted by state and local laws, employees must use their earned time prior to December 31 of the calendar year; otherwise the time will be forfeited.

Paid time off is paid at your base pay rate at the time of the absence. It does not include overtime or any special forms of compensation such as incentives,

commissions, bonuses, or shift differential.

Employees with an unexpected need (i.e. sudden illness or emergency) to request PTO should notify their direct supervisor as early as possible. Employees must also contact their direct supervisor on each additional day of absence.

Work-related accidents and illness are covered by Workers' Compensation Insurance, pursuant to the requirements of the laws in the state(s) in which MACKINTOSH SECURITY INC operates. The PTO policy outlined above does not apply to those illnesses or injuries that are covered by an applicable Workers' Compensation policy.

### **5.3 Military Leave**

MACKINTOSH SECURITY INC grants employees time off for service, training and other obligations in the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any other applicable state law.

All employees requesting time off for military service must provide advance notice to their immediate supervisor, unless military necessity prevents such notice or it is otherwise impracticable. Continuation of health insurance benefits is available during military leave subject to the terms and conditions of the group health plan and applicable law.

Employees are eligible for reemployment for up to five years from the date their military leave began. The period an individual has to apply for reemployment or report back to work after military service is based on time spent on military duty and on applicable law. For reinstatement guidelines, contact the MSI Site Manager.

Employees who qualify for reemployment will return to work at a pay level and status equal to that which they would have attained had they not taken military leave. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

MACKINTOSH SECURITY INC complies with all rights and protections under all applicable state laws granting time off for service, training and other obligations in the uniformed services. This includes, but is not limited to, benefits entitlement and continuation, notice and recertification requirements, and reemployment application requirements.

Questions regarding this policy should be directed to the MSI Site Manager.

#### **5.4 Military Training Leave (Colorado Employees)**

Employees may be eligible to take up to 15 days of leave in a calendar year if they are a member of the Colorado National Guard or the reserve forces of the United States and are called to receive military training. Military training leave is unpaid; however, employees may opt to use accrued paid time off for this purpose.

Employees must provide reasonable advance notice of their need for leave. When possible, employees should consult with their supervisor to schedule the leave so that it does not unduly disrupt MACKINTOSH SECURITY INC's operations.

Employees must be prepared to provide MACKINTOSH SECURITY INC with certification from the proper military authority to verify the employee's eligibility for, and completion of, military training.

Upon expiration of the leave, an employee will generally be reinstated to his or her position with equivalent seniority, benefits, pay and other terms and conditions of employment.

#### **5.5 Jury Duty**

MACKINTOSH SECURITY INC encourages employees to fulfill their civic responsibilities when called upon to serve as a juror. Employees must provide their immediate supervisor with a copy of their jury summons as soon as possible so that the supervisor may make arrangements to accommodate their absence.

Employees on jury duty must report to work on workdays, or parts of workdays, when they are not required to serve. Either MACKINTOSH SECURITY INC or the employee may request an excuse from jury duty if it is determined that the employee's absence would create serious operational difficulties.

Jury duty will be paid if required by applicable state law. If paid, jury duty pay will be calculated on the employee's base pay rate times the number of hours the

employee would otherwise have worked on the day of absence.

## **5.6 Jury Duty Leave (Colorado Employees)**

MACKINTOSH SECURITY INC encourages employees to fulfill their civic responsibilities when called upon to serve as a juror. Employees must provide their immediate supervisor with a copy of their jury summons as soon as possible so that the supervisor may make arrangements to accommodate their absence. Either MACKINTOSH SECURITY INC or the employee may request an excuse from jury duty if it is determined that the employee's absence would create serious operational difficulties.

If you report for jury duty and/or serve on a jury, you will be paid the first \$50 of your regular compensation for the first 3 days. Additional time off will be unpaid; however, employees may opt to use accrued paid time off for this purpose.

## **5.7 Workers' Compensation**

Employees who are injured on the job at MACKINTOSH SECURITY INC are eligible for Workers' Compensation benefits. Such benefits are provided at no cost to employees and cover any injury or illness sustained in the course of employment that requires medical treatment.

Employees who sustain work-related injuries or illnesses must notify their supervisor immediately so that MACKINTOSH SECURITY INC can notify the workers' compensation insurance carrier as soon as possible.

Lost time or medical expenses incurred as a result of an accident or injury which occurred while an employee was on the job will be compensated for in accordance with workers' compensation laws. This protection is paid for in full by MACKINTOSH SECURITY INC. No premium is charged for this coverage and no individual enrollment is required. MACKINTOSH SECURITY INC will provide medical care and a portion of lost wages through our insurance carrier.

All job-related accidents or illnesses must be reported to an employee's supervisor immediately upon occurrence. Supervisors will then immediately contact the MSI Site Manager to obtain the required claim forms and instructions.

## **5.8 Voting Leave (Colorado Employees)**

MACKINTOSH SECURITY INC requests that, whenever possible, employees vote before or after work hours to avoid interference with business operations. However, if an employee does not have sufficient time outside of work hours to cast his or her ballot, the employee may be eligible for time off to vote.

MACKINTOSH SECURITY INC may specify the hours during which the employee may take leave to vote. Such time will generally be limited to the beginning or end of a working shift unless otherwise mutually agreed.

If there are fewer than three consecutive hours between the opening of the polls and the beginning of an employee's workday or between the end of an employee's workday and the closing of the polls, an employee may take up to two hours of paid leave to vote on Election Day.

To the extent possible, employees must notify the Company of their need for leave prior to the day of the election.

Employees must be prepared to provide MACKINTOSH SECURITY INC with certification, such as a voter's receipt, to prove that he or she voted.

## **5.9 Pregnancy Accommodation Policy (Colorado Employees)**

Employees who are limited in their abilities to perform their jobs because of pregnancy, recovery from childbirth, or related conditions may request a reasonable accommodation as is necessary.

MACKINTOSH SECURITY INC will provide eligible employees with reasonable accommodations as long as the accommodation does not impose an undue hardship on the Company. Reasonable accommodations may include, but are not limited to:

- Providing more frequent or longer breaks periods
- More frequent restroom, food, and water breaks
- Acquiring or modifying equipment or seating
- Limitations on lifting, light duty, or a temporary transfer to a less strenuous

position if available

- Assistance with manual labor
- Modified work schedules

Employees should be prepared to provide MACKINTOSH SECURITY INC with medical certification to verify the need for the accommodation requested.

If an employee takes leave as an accommodation, the leave is unpaid; however, employees may use accrued paid time off for this purpose. To the extent allowed by law, leave taken under this policy runs concurrently with leave provided under other relevant laws. Upon expiration of leave taken under this policy, an employee will generally be reinstated to her position with equivalent seniority, benefits, pay and other terms and conditions of employment.

The Company will not retaliate against an employee who requests or uses a reasonable accommodation under this policy. Employees should speak with the MSI Site Manager to discuss their need for a reasonable accommodation or for questions regarding this policy.



## 6.Employee Conduct

### 6.1 Standards of Conduct

MACKINTOSH SECURITY INC's rules and standards of conduct are essential to a productive work environment. As such, employees must familiarize themselves with, and be prepared to follow, the Company's rules and standards.

While not intended to be an all-inclusive list, the examples below represent behavior that is considered unacceptable in the workplace. Behaviors such as these, as well as other forms of misconduct, may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal/possession of property
- Falsification of timekeeping records
- Possession, distribution, sale, transfer, manufacture or use of alcohol or illegal drugs in the workplace
- Fighting or threatening violence in the workplace
- Making maliciously false statements about co-workers
- Threatening, intimidating, coercing, or otherwise interfering with the job performance of fellow employees or visitors
- Negligence or improper conduct leading to damage of company-owned or customer-owned property
- Violation of safety or health rules
- Smoking in the workplace
- Sexual or other unlawful or unwelcome harassment
- Excessive absenteeism
- Unauthorized use of telephones, computers, or other company-owned equipment on working time. Working time does *not* include break periods, meal times, or other specified periods during the workday when employees are not engaged in performing their work tasks.
- Unauthorized disclosure of any "business secrets" or other confidential or non-public proprietary information relating to the Company's products, services, customers or processes. *Wages and other conditions of employment are not considered to be confidential information.*

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way

restrict employees' rights under the National Labor Relations Act.

Other forms of misconduct not listed above may also result in disciplinary action, up to and including termination of employment. If you have questions regarding MACKINTOSH SECURITY INC's standards of conduct, please direct them to your supervisor or the MSI Site Manager.

## **6.2 Disciplinary Action**

Disciplinary action at MACKINTOSH SECURITY INC is intended to fairly and impartially correct behavior and performance problems early on and to prevent reoccurrence.

Disciplinary action may involve any of the following: verbal warning, written warning, suspension with or without pay, and termination of employment, depending on the severity of the problem and the frequency of occurrence. MACKINTOSH SECURITY INC reserves the right to administer disciplinary action at its discretion and based upon the circumstances.

MACKINTOSH SECURITY INC recognizes that certain types of employee behavior are serious enough to justify termination of employment, without observing other disciplinary action first.

These violations include but are not limited to:

- Workplace violence
- Harassment
- Theft of any kind
- Insubordinate behavior
- Vandalism or destruction of company property
- Presence on company property during non-business hours
- Use of company equipment and/or company vehicles without prior authorization
- Indiscretion regarding personal work history, skills, or training
- Divulging MACKINTOSH SECURITY INC business practices or any other confidential information
- Failure to conduct POST orders
- No call no show

- Any misrepresentation of MACKINTOSH SECURITY INC to a customer, a prospective customer, the general public, or an employee

### 6.3 Confidentiality

MACKINTOSH SECURITY INC takes the protection of Confidential Information very seriously. "Confidential Information" includes, but is not limited to, computer processes, computer programs and codes, customer lists, customer preferences, customers' personal information, company financial data, marketing strategies, proprietary production processes, research and development strategies, pricing information, business and marketing plans, vendor information, software, databases, and information concerning the creation, acquisition or disposition of products and services.

Confidential Information also includes the Company's intellectual property and information that is not otherwise public. Intellectual property includes, but is not limited to, trade secrets, ideas, discoveries, writings, trademarks, and inventions developed through the course of your employment with MACKINTOSH SECURITY INC and as a direct result of your job responsibilities with MACKINTOSH SECURITY INC. *Wages and other conditions of employment are not considered to be Confidential Information.*

To protect such information, employees may not disclose any confidential or non-public proprietary information about the Company to any unauthorized individual. If you receive a request for Confidential Information, you should immediately refer the request to your supervisor.

The unauthorized disclosure of Confidential Information belonging to the Company, and not otherwise available to persons or companies outside of MACKINTOSH SECURITY INC, may result in disciplinary action, up to and including termination of employment. If you leave the Company, you may not disclose or misuse any Confidential Information.

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

Questions regarding this policy should be directed to the MSI Site Manager.

## **6.4 Personal Appearance**

The purpose of MACKINTOSH SECURITY INC's personal appearance policy is to ensure a safe and sanitary workplace for all employees. MACKINTOSH SECURITY INC strives to maintain a professional working environment that promotes efficiency, positive employee morale and promotes a professional image. During business hours or when representing MACKINTOSH SECURITY INC, employees are expected to use common sense and good judgment in order to meet the goals of this policy.

Generally, employees should wear appropriate clothing, observe high standards of personal hygiene, and dress and groom themselves according to the requirements of their positions. While not intended to be an all-inclusive list, the examples below are considered appropriate workplace attire:

Only company approved uniforms

If management designates "casual days," an employee's casual dress must still be clean, neat and project a professional image.

Generally, employees should maintain a clean and neat appearance and should refrain from wearing stained, wrinkled, frayed, or revealing clothing to the workplace. Employees are urged to use their discretion when determining what is appropriate to wear to work. Employees who wear inappropriate attire to work may be sent home to change their clothing.

MACKINTOSH SECURITY INC understands that in certain situations, the Company may need to make exceptions to this policy based on an employee's religion, disability, or other characteristic protected under federal, state or local law. In accordance with all applicable laws, the Company will make every effort to provide reasonable accommodation as necessary unless doing so would cause an undue hardship on MACKINTOSH SECURITY INC.

Questions regarding appropriate workplace attire should be directed to your supervisor or the MSI Site Manager.

## **6.5 Workplace Violence**

MACKINTOSH SECURITY INC strictly prohibits workplace violence, including any

act of intimidation, threat, harassment, physical violence, verbal abuse, aggression or coercion against a coworker, vendor, customer, or visitor.

Prohibited actions, include, but are not limited to the following examples:

- Physically injuring another person
- Threatening to injure another person
- Engaging in behavior that subjects another person to emotional distress
- Using obscene, abusive or threatening language or gestures
- Bringing an unauthorized firearm or other weapon onto company property
- Threatening to use or using a weapon while on company premises, on company-related business, or during job-related functions
- Intentionally damaging property

All threats or acts of violence should be reported immediately to your supervisor or security personnel. Employees should warn their supervisors or security personnel of any suspicious workplace activity that they observe or that appears problematic. Employee reports made pursuant to this policy will be kept confidential to the maximum extent possible. MACKINTOSH SECURITY INC will not tolerate any form of retaliation against any employee for making a report under this policy.

MACKINTOSH SECURITY INC will take prompt remedial action, up to and including immediate termination, against any employee found to have engaged in threatening behavior or acts of violence.

## **6.6 Drug & Alcohol Use**

MACKINTOSH SECURITY INC is committed to maintaining a workplace free of substance abuse. No employee is allowed to consume, possess, sell, purchase, or be under the influence of alcohol or illegal drugs, as defined by federal law, on any property owned by or leased on behalf of MACKINTOSH SECURITY INC, or in any vehicle owned or leased on behalf of MACKINTOSH SECURITY INC.

The use of over-the-counter drugs and legally prescribed drugs is permitted as long as they are used in the manner for which they were prescribed and provided that such use does not hinder an employee's ability to safely perform his or her job. Employees should inform their supervisor if they believe their medication will impair their job performance, safety or the safety of others, or if they believe they need a reasonable accommodation when using such medication.

MACKINTOSH SECURITY INC will not tolerate employees who report for duty while impaired by the use of alcohol or drugs. All employees should report evidence of alcohol or drug abuse to their supervisor or the MSI Site Manager immediately. In cases in which the use of alcohol or drugs creates an imminent threat to the safety of persons or property, employees are required to report the violation. Failure to do so may result in disciplinary action, up to and including termination of employment.

As a part of our effort to maintain a workplace free of substance abuse, MACKINTOSH SECURITY INC employees may be asked to submit to a medical examination and/or clinical testing for the presence of alcohol and/or drugs. Within the limits of federal, state, and local laws, MACKINTOSH SECURITY INC reserves the right to examine and test for drugs and alcohol at our discretion.

As a condition of your employment with MACKINTOSH SECURITY INC, employees must comply with this Drug & Alcohol Use Policy. Be advised that no part of the Drug & Alcohol Use Policy shall be construed to alter or amend the at-will employment relationship between MACKINTOSH SECURITY INC and its employees.

Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

## **6.7 Sexual & Other Unlawful Harassment**

MACKINTOSH SECURITY INC is committed to a work environment in which all individuals are treated with respect. MACKINTOSH SECURITY INC expressly prohibits discrimination and all forms of employee harassment based on race, color, religion, sex, national origin, age, disability, military or veteran status, or status in any group protected by state or local law.

Sexual harassment is a form of discrimination and is prohibited by law. For purposes of this policy sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment. Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1)

submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

Sexual and unlawful harassment may include a range of behaviors and may involve individuals of the same or different gender. These behaviors include, but are not limited to:

- Unwanted sexual advances or requests for sexual favors.
- Sexual or derogatory jokes, comments, or innuendo
- Unwelcomed physical interaction
- Insulting or obscene comments or gestures
- Offensive email, voicemail, or text messages
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons
- Making or threatening reprisals after a negative response to sexual advances
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters
- Verbal sexual advances or propositions
- Physical conduct that includes touching, assaulting, or impeding or blocking movements
- Abusive or malicious conduct that a reasonable person would find hostile, offensive, and unrelated to the Company's legitimate business interests
- Any other visual, verbal, or physical conduct or behavior deemed inappropriate by the Company

Harassment on the basis of any other protected characteristic is also strictly prohibited.

### **Complaint Procedure:**

MACKINTOSH SECURITY INC strongly encourages the reporting of all instances of discrimination, harassment, or retaliation. If you believe you have experienced or witnessed harassment or discrimination based on sex, race, national origin, disability, or another factor, promptly report the incident to your supervisor. If you believe it would be inappropriate to discuss the matter with your supervisor, you may bypass your supervisor and report it directly to:

Luis Mackintosh

5540 W Saulsbury Ct Arvada CO 80002

7206299774

Any reported allegations of harassment or discrimination will be investigated promptly, thoroughly, and impartially.

Any employee found to be engaged in any form of sexual or other unlawful harassment may be subject to disciplinary action, up to and including termination of employment.

**Retaliation Prohibited:**

MACKINTOSH SECURITY INC expressly prohibits retaliation against any individual who reports discrimination or harassment, or assists in investigating such charges. Any form of retaliation is considered a direct violation of this policy and, like discrimination or harassment itself, will be subject to disciplinary action, up to and including termination of employment.

**6.8 Telephone Usage**

MACKINTOSH SECURITY INC telephones are intended for the sole use of conducting company business. Personal use of the Company's telephones and individually owned cell phones during business hours is prohibited except in emergencies. In addition, long distance phone calls which are not strictly business-related are expressly prohibited.

Any employee found in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

**6.9 Personal Property**

Employees should use their discretion when bringing personal property into the workplace. MACKINTOSH SECURITY INC assumes no risk for any loss or damage to personal property.



Additionally, employees may not possess or display any property that may be viewed as inappropriate or offensive on MACKINTOSH SECURITY INC premises.

## **6.10 Use of Company Property**

Company property refers to anything owned by the company: physical, electronic, intellectual, or otherwise. The use of company property is for business necessity only.

When materials or equipment are assigned to an employee for business, it is the employee's responsibility to see that the equipment is used properly and cared for properly. However, at all times, equipment assigned to the employee remains the property of the Company, and is subject to reassignment and/or use by the Company without prior notice or approval of the employee. This includes, but is not limited to, computer equipment and data stored thereon, voicemail, records, and employee files.

MACKINTOSH SECURITY INC has created specific guidelines regarding the use of company equipment. Below is a list of employee responsibilities and limitations with regards to company property.

### **Personal use of company property:**

Company property is not permitted to be taken from the premises without proper written authority from company management.

### **Company Tools:**

All necessary tools are furnished to employees in order to assist them in their required duties. Each employee is, in turn, responsible for these tools. Tools damaged or stolen as a result of an employee's negligence will, to the extent permitted by federal, state and local law, be charged to the employee.

### **Care of Company Property:**

Office areas should be kept neat and orderly and all equipment should be well-maintained. The theft, misappropriation, or unauthorized removal, possession, or

use of company property or equipment is expressly prohibited.

Any action in contradiction to the guidelines set herein may result in disciplinary action, up to and including termination of employment.

### **6.11 Computer, Email & Internet Usage**

Computers, email, and the Internet allow MACKINTOSH SECURITY INC employees to be more productive. However, it is important that all employees use good business judgment when using MACKINTOSH SECURITY INC's electronic communications systems (ECS).

#### **Standards of Conduct and ECS**

MACKINTOSH SECURITY INC strives to maintain a workplace free of discrimination and harassment. Therefore, MACKINTOSH SECURITY INC prohibits the use of the Company's ECS for bullying, harassing, discriminating, or engaging in other unlawful misconduct, in violation of the Company's policy against discrimination and harassment.

#### **Copyright and other Intellectual Property**

Respect all copyright and other intellectual property laws. For the Company's protection as well as your own, it is critical that you show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks and other intellectual property, including the Company's own copyrights, trademarks and brands. Employees are also responsible for ensuring that, when sending any material over the Internet, they have the appropriate distribution rights.

MACKINTOSH SECURITY 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, MACKINTOSH SECURITY INC does not have the right to reproduce such software for use on more than one computer. Employees may only use software according to the software license agreement. MACKINTOSH SECURITY INC prohibits the illegal duplication of software and its related documentation.

#### **ECS Guidelines**

The following behaviors are examples of previously stated or additional actions and

activities under this policy that are prohibited:

- Sending or posting discriminatory, harassing, or threatening messages or images about coworkers, supervisors or the Company that violate the Company's policy against discrimination and harassment.
- Stealing, using, or disclosing someone else's code or password without authorization.
- Pirating or downloading Company-owned software without permission.
- Sending or posting the Company's confidential material, trade secrets, or non-public proprietary information outside of the Company. *Wages and other conditions of employment are not considered confidential material.*
- Violating copyright laws and failing to observe licensing agreements.
- Participating in the viewing or exchange of pornography or obscene materials.
- Sending or posting messages that threaten, intimidate, coerce, or otherwise interfere with the job performance of fellow employees.
- Attempting to break into the computer system of another organization or person.
- Refusing to cooperate with a security investigation.
- Using the Internet for gambling or any illegal activities.
- Sending or posting messages that disparage another organization's products or services.
- Passing off personal views as representing those of MACKINTOSH SECURITY INC.

### **Privacy and Monitoring**

Computer hardware, software, email, Internet connections, and all other computer, data storage or ECS provided by MACKINTOSH SECURITY INC are the property of MACKINTOSH SECURITY INC. Employees have no right of personal privacy when using MACKINTOSH SECURITY INC's ECS. To ensure productivity of employees, compliance with this policy and with all applicable laws, including harassment and anti-discrimination laws, computer, email and Internet usage may be monitored.

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

Violations of this policy may result in disciplinary action, up to and including termination of employment. Questions or concerns related this policy should be

directed to your supervisor or the MSI Site Manager.

## **6.12 Company Supplies**

Only authorized persons may purchase supplies in the name of MACKINTOSH SECURITY INC. No employee whose regular duties do not include purchasing shall incur any expense on behalf of MACKINTOSH SECURITY INC or bind MACKINTOSH SECURITY INC by any promise or representation without express written approval.

## 7. Timekeeping & Payroll

### 7.1 Attendance & Punctuality

Absenteeism and tardiness place an undue burden on other employees and on the Company. MACKINTOSH SECURITY INC expects regular attendance and punctuality from all employees. This means being in the workplace, ready to work, at your scheduled start time each day and completing your entire shift. Employees are also expected to return from scheduled meal and break periods on time.

All time off must be requested in writing, in advance, as outlined in the Company's Paid Time Off (PTO) policy. If an employee is unexpectedly unable to report for work for any reason, he or she must directly notify their supervisor as early as possible, and preferably prior to their scheduled starting time. It is not acceptable to leave a voicemail message with a supervisor, except in extreme emergencies. In cases that warrant leaving a voicemail message or when an employee's direct supervisor is unavailable, a follow-up call must be made later that day.

If an illness or emergency occurs during work hours, employees should notify their supervisor as soon as possible.

Employees, who are going to be absent for more than one day, should contact their supervisor on each day of their absence. MACKINTOSH SECURITY INC reserves the right to ask for a physician's statement in the event of a long-term illness (three consecutive days), or multiple illnesses or injuries.

If an employee fails to notify their supervisor after three consecutive days of absence, MACKINTOSH SECURITY INC will presume that the employee has voluntarily resigned. MACKINTOSH SECURITY INC will review any extenuating circumstances that may have prevented him or her from calling in before the employee is removed from payroll.

Should undue or recurrent absence and tardiness become apparent, the employee will be subject to disciplinary action, up to and including termination of employment.

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

## **7.2 Timekeeping**

It is the Company's policy to comply with applicable laws that require records to be maintained of the hours worked by our employees. Every employee is responsible for accurately recording time worked.

In addition to recording arrival and departure time, non-exempt employees are required to accurately record the start and end of each meal period as well as any departure for non-work related reasons.

MACKINTOSH SECURITY INC strictly prohibits non-exempt employees from working off the clock for any reason. All time spent working must be logged and accounted for; this includes time spent using electronic devices for work-related purposes.

Vacation days, sick days, holidays, and absences for jury duty, funeral leave or military training must be specifically recorded by all employees.

It is the responsibility of all employees to submit and approve their time records each week.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action up to and including termination of employment.

## **7.3 Paydays**

MACKINTOSH SECURITY INC employees are paid on a Bi-weekly basis. In the event that a regularly scheduled payday falls on a holiday, employees will be paid on the day preceding the holiday, unless otherwise required by state law.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Paychecks may also be mailed to the employee's listed address or, upon advance written authorization, deposited directly into an employee's bank account. Employees who elect payment through direct deposit will receive an itemized statement of wages when the Company makes direct deposits.

In the event of employee termination, the employee will receive their accrued pay in accordance with applicable federal, state and local laws.

#### **7.4 Payroll Deductions**

MACKINTOSH SECURITY INC makes deductions from employee pay only in circumstances permitted by applicable law. This includes, but is not limited to, mandatory deductions for income tax withholding and Social Security and Medicare contributions as well as voluntary deductions for health insurance premiums and other related contributions.

If you believe that an improper deduction has been made from your pay, raise the issue with the MSI Site Manager immediately. MACKINTOSH SECURITY INC will promptly investigate. If the investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed promptly.