

# **EMPLOYEE HANDBOOK**

**JANUARY 2020**

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## I. Forward and Purpose

### Welcome

WORKSITE, LLC (hereinafter also referred to as "*The Company*") is a Professional Employer Organization (PEO). This means that WORKSITE, LLC is a co-employer of the employees working for its Client Companies. As a Co-Employer, WORKSITE, LLC is the employer of record for payroll, tax reporting, benefits, workers' compensation insurance, claims management, and other administrative purposes. The Client Company (hereinafter referred to as the "*Client Company*" or your "*Client Employer*") is responsible for directing the work done by the employees and otherwise running your *Client Employer's* company.

This Employee Handbook has been prepared to acquaint you with the policies of your "*Client Employer*". A thorough familiarity with its contents can be very helpful in many matters which relate to your employment. You should read this handbook carefully and save it for future reference.

This Employee Handbook is not a contract of employment. "*The Company*" does not give its client companies or employees legal advice. As such, nothing in this handbook and nothing a WORKSITE, LLC employee says shall constitute legal advice. The policies, benefits and procedures summarized in this handbook, as well as other information provided, are all subject to modification or cancellation at the sole discretion of your "*Client Employer*". This Handbook is subject to modification or cancellation by your "*Client Employer*" at its sole discretion, with or without prior notice to employees.

Nothing in this Employee Handbook is intended to unlawfully restrict an employee's right to engage in any of the rights guaranteed them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. Nothing in this Employee Handbook will be interpreted, applied or enforced to interfere with, restrain or coerce employees in the exercise of Section 7 rights.

All client employees employed at a client location, regardless of the employee's status with a "*Client Employer*," are at-will employees of WORKSITE, LLC.

## II. Special Practices

Business needs and other requirements often fluctuate. Because WORKSITE, LLC serves many diverse types of businesses, there may be situations which warrant separate conditions of employment or policies. These situations may cover schedules, procedures, safety rules, different state regulations, etc.

The practices and benefits outlined in this Handbook are of a general nature. Consequently, with some clients and in some states, your "*Client Employer*" reserves the right to include procedures or policies that address the particular situation of WORKSITE, LLC's clients and the employees. The variations may or may not form an addendum to this Handbook, which may be attached.

### **III. Employment Information & Policies**

#### **A. Equal Employment Opportunity**

It is the policy of your *“Client Employer”* to comply and cooperate with all local, state and federal laws regarding employment. It is our belief and policy that all persons are entitled to equal employment opportunities regardless of race, color, religion, sex, national origin, age, disability or any other status protected by local, state or federal law. In compliance with the provisions of all local, state and federal civil rights laws, every effort will be made to employ and promote the most qualified individuals without regard to the above factors.

#### **B. The Americans with Disabilities Act as Amended (ADAA)**

It is the policy of your *“Client Employer”* and the PEO not to discriminate against qualified individuals with disabilities with regard to application procedures, hiring, advancements, discharge, compensation, training or any terms, conditions or privileges of employment.

The ADAA requires employers to reasonably accommodate qualified individuals with disabilities. It is the policy your *“Client Employer”* and the PEO to comply with all Federal, state and local laws concerning the employment of persons with disabilities.

Upon receipt of written request, your *“Client Employer”* will reasonably accommodate qualified individuals with a disability so they can perform the essential functions of the job. An individual who can be reasonably accommodated without undue hardship will be given the same consideration for that position as any other employee or applicant.

- All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of themselves or other individuals in the workplace and the threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made regarding the employee’s immediate employment situation.
- Senior Management is responsible for implementation of this policy, including the resolution of reasonable accommodation, safety and undue hardship issues.

#### **C. Personnel Records**

Personnel records must contain accurate and up-to-date information about every employee. Any change in marital status, number of children or other dependents in the immediate family must be reported promptly to WORKSITE, LLC. This information has a direct bearing on the amount of an employee’s payroll deduction for Federal Withholding Tax, the size of premiums and benefits. Changes in name, telephone number, or address should also be reported promptly.

Personnel records are the property of your *“Client Employer”*. These records are strictly confidential.

If you need employment information for a financial reason or other employment verification, please contact WORKSITE, LLC. You may list WORKSITE, LLC as your employer of record for insurance purposes, loan applications and in other instances where employment or salary verification is requested.

#### **D. Medical Examinations and Inquiries**

Before you begin working for WORKSITE, LLC, you may be required to complete a medical inquiry and/or undergo a medical examination. In accordance with the allowances of law, you may also be asked to take a physical exam if a question arises regarding your physical or mental capacity to perform your job. Medical examinations may be required if the employee is returning from a medical leave of absence, from an occupational injury, or in such other instances where allowed by law.

Occasionally, job-related tests may be given to help determine suitability for a particular job or promotion. Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license and a driving record acceptable to our insurer.

Your "*Client Employer*" reserves the right to require employees, under certain circumstances which are explained in WORKSITE, LLC's Drug and Alcohol-Free Workplace Policy, to undertake a drug screen analysis.

#### **E. Access to Employee Exposure and Medical Records**

When an employee is assigned or transferred to work where there will be exposure to toxic substances or harmful physical agents, all employees, upon entering employment and at least annually thereafter, be informed of the following:

- Medical Records for each employee are maintained in confidential files.
- Employees or their designated representative shall have access to these records upon request, except when prohibited.
- Your "*Client Employer*" is responsible for maintaining all exposure/medical records and will provide access to employees or their designated representative upon request.
- Employees' right to their exposure/medical record is outlined in the federal standard. If you would like a copy of this standard, one will be provided upon request.

#### **F. Immigration and Employment Eligibility**

In compliance with the Immigration Reform and Control Act of 1986, your "*Client Employer*" will hire only those individuals who are authorized to work in the United States. All employees will be required to submit documentary proof of their identity and employment authorization to their "*Client Employer*" at the time of hire. Employees will also be required to complete and sign under penalty of perjury, Immigration and Naturalization Form I-9. Form I-9 requires you to attest that you are authorized to work in the U.S. and that the documents you submit are genuine. Discrimination based on national origin or citizenship status is prohibited. Your "*Client Employer*" may participate in the federal government's electronic verification system, known as E-Verify, to confirm work authorization.

#### **G. Harassment in the Workplace**

Your "*Client Employer*" is committed to providing a work environment that is free of discrimination and harassment. Your "*Client Employer*" does not tolerate any form of harassment, whether it comes from supervisors, fellow employees or anyone else. Any employee guilty of committing any of the following acts may be disciplined or, where appropriate, discharged without notice. Harassment includes verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, national origin, age, disability, or any other protected status, or that of his or her relatives, friends, or associates, and that (1) has the purpose or effect of creating an intimidating,

hostile, or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

The following are descriptions of behaviors that are not acceptable and are not all-inclusive:

- Sexual Harassment: This is described below.
- Unreasonable Conduct: Treating individuals as if they are inferior to you. This behavior includes refusing to take someone seriously and verbal abuse.
- Discrimination: This behavior also constitutes an unlawful employment practice and violates local, state, and/or federal Civil Rights statutes. Discrimination occurs whenever employment decisions are made based on race, color, religion, sex, national origin, age, disability or any other protected status.
- Unwelcome behavior: Included can be (1) unwanted or unwelcome verbalism or behaviors that have overtones related to an individual's race, color, religion, sex, national origin, age, or disability or any other protected status; (2) epithets, slurs, negative stereotypes, or threatening, intimidating or hostile acts that relate to race, color, religion, sex, national origin, age, or disability or any other protected status; (3) verbalisms/behaviors which the employee regards as offensive; and/or (4) written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, sex, national origin, age, or disability or any other protected status and that is placed on walls, bulletin boards, elsewhere on the client's premises, or circulated in the workplace.

If at any time during your employment you are subjected to any type of discrimination, including discrimination because of race, sex, age, religion, color, retaliation, national origin, handicap, disability, or any other type of discrimination prohibited by law, or if you are subjected to any type of harassment including sexual harassment, you should immediately contact an appropriate person of your "*Client Employer*". In most instances, this appropriate person will be the President of your "*Client Employer*". Should you choose not to contact your "*Client Employer*" for any reason, you may contact WORKSITE, LLC at (941) 677-0110 in order to obtain assistance in the resolution of such matters. You must understand however, that WORKSITE, LLC does not have actual control over any employee's workplace, and as such, is not in a position to end or remediate any discrimination, harassment, or retaliation which may be occurring. The responsibility to end such inappropriate conduct rests with your "*Client Employer*"; however, WORKSITE, LLC will attempt to facilitate a resolution.

## **H. Sexual Harassment Policy**

Your "*Client Employer*" is committed to providing a work environment to its employees that is free of all forms of discrimination, including harassment based upon race, sex, color, national origin, age, religion, disability, or any other legally protected status.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment, when:

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

Sexual and all other forms of harassment are illegal and against our policies. Such harassment by supervisors, employees, and/or other parties will not be tolerated and may result in severe discipline, up to and including termination from employment.

A confidential investigation of any complaint will be undertaken.

Retaliating or discriminating against an employee for complaining about sexual harassment is prohibited.

#### **I. Workplace Violence Policy**

Threats and acts of workplace violence, including those intended or perceived to be made in jest, are not appropriate in the workplace. Verbal or physical threats, fighting, possession of firearms and other improper conduct toward supervisors or fellow employees are prohibited. This policy is rigidly enforced by your *"Client Employer"* and all threats or acts of workplace violence should be immediately brought to the attention of your supervisor.

Your *"Client Employer"* and the PEO encourage employees to bring their disputes or differences with other employees to the attention of their supervisors before the situation escalates into potential violence. Your *"Client Employer"* is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

#### **J. Introductory Period**

As a new employee, whether full or part-time, you are in an introductory status during your first 90 days of employment. During this introductory period, your supervisor will assist you in learning your responsibilities. He/she will also evaluate your suitability for the position to which you were appointed based on the quality of your work, cooperation and attendance. This period also allows you to decide if you are satisfied with your position and with your employer.

At any time during this introductory period, your employment may be terminated for any reason allowed by law. Of course, during this period, you may also decide to terminate your employment without stating a reason and without a detrimental impact on your employment record. Completion of the Introductory Period will not result in an employment contract for any specific term, nor will it confer any additional employment rights upon any employee.

#### **K. Employment Classifications**

Full-time, part-time, or temporary employment is defined by your *"Client Employer"*.

### **IV. Wage and Hour Policies**

#### **A. Wages and Performance**

Wages are determined by your *"Client Employer"* and are based on the type of job you perform. All wage and hour issues will be governed by the Fair Labor Standards Act, where applicable.

Your *"Client Employer"* may conduct performance reviews periodically. The quality of an employee's work, ability to get along with fellow workers, willingness to cooperate and accept supervision, attendance, promptness and personal initiative are some of the factors taken into consideration for wage review and promotion purposes.

## **B. Hours of Work**

Your *"Client Employer"* will provide the workday schedule for employees. Various factors, such as workloads, operational efficiency, staffing needs, and client working schedules may require variations in the employee's starting and quitting times. The beginning and ending of the standard workweek will be given to the employee by his/her supervisor. Punctual and consistent attendance is a condition of employment.

## **C. Timekeeping**

Employees are responsible for ensuring that they properly record and report all days and hours worked to their supervisor. It is also important that each employee record and report any vacation days, holidays and/or sick/emergency leave, if applicable.

Non-exempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period by use of the approved time tracking system. Missing or incorrectly punched/completed time records should be reported immediately to the *"Client Employer."* Employees must also record the beginning and ending time of any split shift or departure from work for personal reasons. Non-exempt employees should not report to work prior to their scheduled starting time nor stay after their scheduled stop time without expressed, prior authorization from their *"Client Employer."* Employees are prohibited from performing any "off-the-clock" work or work that is performed, but not reported.

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.

## **D. Overtime Pay**

Employees are to work overtime only at the request and authorization of their supervisor or department head. When an employee is authorized or required to work overtime, the completion of the overtime work, unless otherwise prohibited by law or by legally authorized agreement, is mandatory and appreciated.

As required by law, overtime pay is based on actual hours worked. Time on vacation, holiday or sick time, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

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

## **E. Payday**

Payroll checks are computer processed at the WORKSITE, LLC offices in North Port, Florida. WORKSITE, LLC is dependent upon the pay cycle of each client company. This may be a weekly, bi-weekly, semi-monthly or monthly pay period. Your supervisor during orientation will communicate your pay cycle and payday to you.

Paychecks are delivered to your *"Client Employer"* for distribution, direct deposited to an account of your choosing or mailed within a few days after the close of the pay period.

***If you discover an error in your paycheck, notify your supervisor immediately.*** Except in emergencies, adjustments will appear in the next issued paycheck. If you lose your paycheck, notify your “*Client Employer*” immediately. Your check will be replaced after bank authorization is received. Your “*Client Employer*” does not provide payroll advances or extend credit to employees.

## **F. Business Hours**

WORKSITE, LLC normal business hours are 8:30 a.m. to 5:00 p.m. (Eastern Standard Time) Monday through Friday. Calls made to the office after business hours will be forwarded to an automated voice mail system. Your call will be returned as soon as the office reopens.

## **G. Payroll Deductions**

“*The Company*” and your “*Client Employer*” may be required by law to recognize certain court orders, liens, and wage assignments, and to make proper deductions from your earnings on your behalf. Amounts withheld vary according to how much you earn, your marital status, government employment regulations, and other factors. These mandatory deductions are made until the mandatory amount is reached.

Normal deductions include federal income tax, state income taxes (if applicable), and social security. Other items that may be deducted, if available, include health benefit payments (health, dental, vision, life, short-term disability, etc.), 401(k) deductions etc.

## **V. Benefits**

Benefits, other than those required by law, are provided at the discretion of your “*Client Employer*” and it reserves the right to change the availability, conditions, and level of benefits or to eliminate benefits at any time.

### **A. Workers’ Compensation Insurance**

All employees are covered under Workers’ Compensation insurance. If any employee receives an injury on the job, the policy will pay all medically related expenses incurred plus compensation as defined in state Workers' Compensation laws.

**Work related injuries must be reported to your supervisor immediately. If your supervisor is not available, you should report the injury to WORKSITE, LLC at 941-677-0110.**

Employees are required to abide by all safety rules. Protective clothing, shoes, hard hats, safety glasses, work gloves, and any other protective devices must be obtained and worn by the employee, if so directed. Employees who fail to follow safety rules and sustain an injury may forfeit a significant portion of their benefits, as allowed by law.

“*The Company*” and your “*Client Employer*” will strive to assist injured workers who have been medically released to return to gainful employment. Therefore, cooperation with our Claims Management Department in returning injured employees to light duty work as soon as possible is appreciated and required.

Every workers' compensation claim is investigated thoroughly. False or exaggerated claims are referred to the state’s Division of Workers’ Compensation Fraud Department for further investigation and possible prosecution. A felony conviction under law may be punishable by a fine and imprisonment. Penalties vary

from state to state. “The Company” offers a \$1,000 reward for information leading to the arrest and conviction of any employee who makes a false claim for benefits.

## **B. Social Security**

This program provides retirement, disability and death benefits for all employees and their dependents. Federal law regulates the amount of contribution. Your “Client Employer” matches contributions made by the employee.

## **C. Worksite Benefits**

1. **WORKSITE** provides a full-service Employee Assistance Program (EAP) to all employees currently employed by “Client Employers” and their immediate family members. Eligible employees are those employees currently employed by “Client Employers.” The EAP program includes toll-free access to a CONFIDENTIAL resource they can call anytime – 24 hours a day, 365 days a year for assistance in resolving issues related to:
  - Family relationships (3 family members = 18 counseling visits)
  - Crisis intervention
  - Eldercare and childcare concern
  - Legal matters
  - Alcohol and drug abuse
  - Stress and anxiety
  - Work concerns or career issues
  - Depression
  - Smoking Cessation

The program provides up to 6 FREE counseling sessions per occurrence with licensed counselors in their area. Ongoing counseling or referrals are based on availability of private insurance coverage and/or ability to pay. EAP services can be accessed through the website [www.theemployeeassistanceprogram.com](http://www.theemployeeassistanceprogram.com) or by calling **1-800-899-3926**. Employees or their family members should state Worksite is the employer to access these services.

2. Please check with your “Client Employer” for details regarding any other benefit offerings.

# **VI. Personnel Policies**

## **A. Good Work Ethic**

Aside from being proficient at the work for which you are hired, it is also important that you pay special attention to those traits which make you an outstanding employee. Whether you are aware of it or not, right now you are establishing a reputation that will stay with you for a lifetime.

The following are key traits which distinguish outstanding employees from everyone else:

Dependability - Report to work on time each day. Excessive tardiness and absenteeism could result in disciplinary action, up to and including termination. If you are going to be absent or late, you must notify your supervisor before you are scheduled to be at work. Notifying a fellow employee is not sufficient. If you fail to report to work without proper notification, you may be considered to have “abandoned” your job and be subject to termination.

Credibility - Be honest and up front with your supervisor. Trust your supervisor to assist you with any difficulties that you may be having.

Loyalty - Employers appreciate an employee who is loyal.

## **B. Attendance and Punctuality**

Absenteeism and tardiness place a burden on the operations of Your *“Client Employer”* and other employees. Punctual and consistent attendance is a condition of continued employment with Your *“Client Employer”*. To maintain a safe and productive work environment and meet customer satisfaction goals, your *“Client Employer”* expects employees to be reliable and to be punctual in reporting for scheduled work.

If an employee fails to report to work or call for 3 days, it will be considered a voluntary termination of employment.

## **C. Medical and Dental Appointments**

Medical and dental appointments should be scheduled around your assigned work schedule. If this is not possible, special arrangements should be made with your supervisor.

## **D. Confidential Information**

Information given by a customer, client or a patient may be privileged or confidential information. Such information is to be maintained with strict confidentiality. This may also be true for proprietary information. You are encouraged to be careful in discussing company business with outside individuals. You may be required to sign a Confidentiality Agreement at the time of employment.

Any employee who discusses information protected by law with outside individuals will be subject to immediate termination.

## **E. Parking and Automobile Use**

Convenient parking for work may be limited and restricted. Your *“Client Employer”* is not responsible for damage to your car on company property or when carrying out company business.

## **F. Personal Mail and Visitors**

Employees will not use company stationary, stamps, postage meters, copy machines, computers or other company equipment or supplies for their personal mail or other use. Personal correspondence should not be mailed to your *“Client Employer”*.

Personal visits by friends or relatives to the employees’ work area are not allowed unless there is an emergency or your supervisor has approved the visit. Advance notice should be given to your supervisor so that arrangements can be made to cover your shift if necessary.

## **G. Voting**

All employees are encouraged to vote in local, state and federal elections. In most instances, you can vote before or after working hours.

## H. Military and National Guard

As a member of the United States Military, Reserve or National Guard, you may take time off without pay to meet active duty training and service requirements in accordance with the Uniformed Employment and Reemployment Rights Act (USERRA). Notify your supervisor well in advance of your scheduled absence from work so that appropriate arrangements can be made.

## I. Vacations

WORKSITE, LLC does not provide vacation, sick leave, or other Paid Time Off (PTO) for employees of its "Client Employers". In the event your "Client Employer" has a vacation, sick leave, or PTO policy, the following applies:

Vacations are a gratuity and therefore are not considered earned. Vacations are granted to take care of personal matters and to enable the employee to prepare for the following year's work. It is not granted as a regard for past service. Any employee who terminates his/her employment without giving two (2) weeks written notice and completing the two (2) week notice period, or who is discharged, will not be entitled to payment for unused vacation time. In no event will any employee be paid accumulated, but unused vacation time if they cease their employment prior to having worked for one year.

Unused sick time is not paid as a terminal benefit.

## J. Leaves of Absence

### **1. Family and Medical Leave (FMLA) - This Section ONLY applies if your "Client Employer" employs 50 or more employees during each workday of 20 or more calendar workweeks in the current or preceding calendar year within a 75-mile radius. Employees will be informed by your "Client Employer" if it meets this requirement.**

The Family and Medical Leave Act is a federal law which entitles an eligible employee to take up to twelve (12) weeks of unpaid, job-protected leave for certain family, military and medically related absences and up to twenty-six (26) weeks of leave to care for an injured or ill service member. With limited exceptions, an eligible employee generally is entitled to be restored to his or her original position, or a position that is equivalent in terms of compensation, benefits and other terms and conditions of employment, after the leave has ended. The FMLA does not supersede any state or local law or collective bargaining agreement that may provide increased protection or greater benefits. All references to "The Company" in this policy are to your "Client Employer" and you should look to your "Client Employer" for information about your rights and responsibilities under the FMLA, unless your "Client Employer" has designated another entity or organization to act on its behalf with respect to a specific issue or question.

*General Eligibility Requirements.* Under the FMLA, an eligible employee is one who has been employed by your "Client Employer" for at least twelve (12) months and has worked at least 1,250 hours in the 12-month period directly preceding the first day of requested leave. In addition, the employee must be employed by an employer who employs 50 or more employees within 75 miles of the worksite where the employee who has requested leave works. In addition, an employee on leave due to a workers' compensation injury will have the leave designated as FMLA leave without a specific request from the employee if the injury meets FMLA criteria. The FMLA makes it unlawful for an employer to interfere with, restrain, or deny the exercise of any right provided under the FMLA. In addition, the law prohibits discharge or discrimination against any person for

opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to enforcement of the FMLA.

*Basic FMLA Leave.* All employees who meet the time-of-service and other requirements are eligible for FMLA leave for the following reasons:

- birth and care of a newborn child;
- placement of a child with the employee for adoption or foster care;
- to care for a spouse, child, or parent with a serious health condition;
- due to a serious health condition that renders the employee incapable of performing the functions of the job;
- because of any qualifying exigency (as described below) arising out of the fact that the employee's spouse, son, daughter or parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation.

Your "*Client Employer*" uses a "rolling" 12-month period upon which FMLA leave eligibility is based. Under this method, each time FMLA leave is requested, the available leave entitlement is the balance of the 12 weeks that has not been used during the immediately preceding 12 months. If spouses are employed, FMLA leave is limited to a combined twelve (12) weeks total for both, if the leave is for the birth or care of a newborn child or the placement of a child for adoption or foster care. Your "*Client Employer*" will not grant leave for childbirth, adoption or placement after twelve (12) months have passed from the date of birth, adoption or placement.

*Serious Health Condition.* In general, a serious health condition is an illness, injury, impairment or physical or mental condition that involves inpatient care (e.g., an overnight stay in a hospital) and related treatment OR incapacity (defined as an inability to work, attend school, or perform regular daily activities) for three consecutive full calendar days and continuing treatment by a health care provider (at least two visits within 30 days of the first day of incapacity or one visit and a regimen of prescribed treatment). The first visit to the health care provider in either case for continuing treatment must be within seven (7) days of the first day of incapacity. The definition of serious health condition also includes any incapacity due to pregnancy or prenatal care, a chronic serious health condition (e.g., asthma, epilepsy, diabetes), a long-term condition (e.g., Alzheimer's or terminal stages of disease), or a condition that requires multiple treatments (e.g., chemotherapy or radiation for cancer, physical therapy for severe arthritis, or kidney dialysis). Ordinarily, unless complications arise, ailments such as the common cold or flu, upset stomach, headaches, or routine dental problems do not qualify as serious health conditions.

*Qualifying Exigency.* FMLA leave may be used for any of the following in the situation involving an employee's spouse, son, daughter or parent who is on active duty or who is called to active duty status in the National Guard or Reserves in support of a contingency operation: for situations involving short-term deployment; for attending military events or activities; for making childcare and school arrangements; for addressing financial and legal arrangements; for periods of rest and recuperation; to attend counseling provided by someone other than a healthcare provider; for attending post-deployment briefings or events; and for other activities arising out of active duty service or call to active duty that are agreed upon by the employee and your "*Client Employer*". Your "*Client Employer*" has the right to obtain documentation to support qualifying exigency FMLA leave and may provide forms for the employee to complete and return.

*Service Member Family Leave.* In addition, an eligible employee is entitled to take up to 26 workweeks of leave during a rolling 12-month period measured backward from the date an

employee uses this leave to care for a spouse, son, daughter, parent, or next of kin (i.e., nearest blood relative) who is a current member of the Armed Forces, including a member of the National Guard or Reserves, and who has been rendered medically unfit to perform his or her duties due to a serious injury or illness incurred in the line of duty while on active duty and is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list. However, during the 12-month period, such 26 workweeks is the maximum amount of leave for any qualifying reason that an employee can take, whether due to care for an eligible service member or for any other reason authorized by the FMLA. In addition, if a husband and wife both work for your “*Client Employer*”, the aggregate number of workweeks available is 26 workweeks total for both spouses. In all other respects, service member family leave shall be provided and regulated under the rules applicable to other forms of FMLA leave.

*Notice and Documentation Requirements.* An employee requesting leave should submit a written request to their supervisor or a designated “*Client Company*” official. The completed request must state the reason for the leave, duration of the leave, starting and return to work dates. Employees expecting a birth, adoption or placement of a child, or a planned medical treatment must submit the request for leave at least thirty (30) days before the leave is to begin. If leave is requested to begin less than thirty (30) days from the employee’s request, the employee must give notice as soon as the need for leave arises. If the need for leave is unforeseen, an employee generally must provide the request as soon as practicable. A request for FMLA leave must be based on a Medical Certification form or other documentation which will be given to you in blank for you to complete and return, ordinarily within fifteen (15) days. Failures to timely request leave or submit the applicable Medical Certification or other documentation may result in denial of the leave until such time as a proper request or supporting documentation is supplied. If a Medical Certification or other supporting documentation is required and is not provided, the leave may not be considered FMLA qualified and may result in the loss of protection provided for the absence. When an employee requests leave, the “*Client Employer*” will inform the employee whether he or she is eligible for the leave requested under the FMLA. If the employee is eligible, he or she will be given notice of any additional requirements that may apply and may be provided with additional forms to complete and return. If the employee is not eligible for the leave sought, he or she will be given a written notice stating the reason for ineligibility. If the FMLA leave is approved, the employee is expected to keep in contact with the “*Client Employer*” during the leave, to comply with the “*Client Employer’s*” regular call-in procedures for absent employees (unless excused), and to answer inquiries from any designated “*Client Employer*” spokesperson with regard to the employee’s status and intended return date. Likewise, if there is a change in the employee’s status, the employee must bring the change to the prompt attention of the “*Client Employer*”.

*Intermittent or Reduced Schedule Leave.* In some cases, FMLA leave may be taken on an intermittent basis (i.e., less than a full day) if medically necessary (or deemed necessary by military authorities in the case of qualifying exigency leave) or the employee’s work schedule may be reduced or restructured to accommodate the situation. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt your “*Client Employer’s*” operations. Except for extraordinary cases, which require specific “*Client Employer*” approval, intermittent leave will not be available for leave requests involving childbirth, adoption or placement. With approval and dependent on availability, an employee may be transferred temporarily to another position at your “*Client Employer*” for which the employee is qualified to better accommodate recurring periods of leave. Seniority and employment benefits do not accumulate during an FMLA leave, but any such benefits that have accumulated before the leave

is taken will not be lost.

*Pay and Benefits.* Leave taken under the FMLA is unpaid. However, unless the employee voluntarily chooses to do so, which is his or her right under the FMLA, your “*Client Employer*” will require the employee to substitute any accumulated but unused vacation, sick or personal leave in conjunction with any FMLA leave as determined by the “*Client Employer’s* already-existing paid leave policies. Your “*Client Employer*” is not required to provide paid FMLA leave in any situation in which it would not ordinarily provide paid leave outside the FMLA context. During FMLA leave, an employee’s insurance coverage under any “group health plan” will remain in force under the same conditions as if the employee had continued working. However, the employee must continue to make any contributions that he or she made to the plan while working (such contributions will be deducted as usual if the leave is paid leave). Failure by the employee to timely pay his or her share of the premium may result in loss of coverage. Moreover, if an employee does not return to work after leave and your “*Client Employer*” had paid any portion of the insurance in the employee’s absence, the employee must reimburse the “*Client Employer*” for the portion it paid on the employee’s behalf. This does not apply if the employee does not return from leave due to a serious health condition or circumstances beyond the employee’s control. Health insurance benefits will not be maintained after the twelve (12) week FMLA period expires if the employee does not return to work; however, the employee will be entitled to his or her applicable rights under COBRA.

*Restoration and Return to Work.* Most employees are entitled after FMLA leave to be restored to their original job or an equivalent position, generally with the same pay and benefits as when the employee went on leave. In addition, the use of FMLA leave cannot result in the loss of any employment benefit that was available to the employee prior to the start of the leave. You will be given written notice if you fall into the limited class of employees who can be denied restoration under certain circumstances (i.e., highly compensated salaried employees whose restoration would cause the “*Client Employer*” substantial and grievous economic injury). Following any medical leave involving the employee, a fitness to return to work will be required from the treating health care provider before the employee will be allowed to return to work. If an employee fails to return to work on the day noted on the leave request (or on such date subsequently agreed for return), it will be considered a voluntary resignation by the employee. A leave request may be investigated at the discretion of the “*Client Employer*” and any deliberate falsification of an FMLA leave request, Medical Certification, or other documentation may result in disciplinary action, up to and including termination.

*Enforcement & More Information.* If you have any questions about your rights or responsibilities under the FMLA, ask your supervisor or other designated “*Client Company*” official for assistance. An employee who believes his or her rights have been violated may file a complaint with the U.S. Department of Labor or bring a private lawsuit. General information on the FMLA also is available on the website of the U.S. Department of Labor at [www.dol.gov](http://www.dol.gov).

## **2. FLORIDA EMPLOYEES ONLY - Domestic Violence Leave**

In accordance with Florida law, eligible employees are entitled to leave where the employee or a family or household member (as defined in the law) has been subject to domestic violence.

Employees who have worked for the “*Client Employer*” for at least three (3) months may take up to three (3) working days of Domestic Violence Leave in a twelve-month period. The twelve-month period within which the three days of leave may be taken is a “rolling” twelve-month

period, measured backwards from the date an employee's Domestic Violence Leave would begin. Eligible employees may take Domestic Violence Leave for the following reasons:

- Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence or sexual violence;
- Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
- Obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
- Make the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
- Seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court-related proceedings arising from the act of domestic violence.

Unless there is imminent danger to the employee's health or safety or to the health or safety of an employee's family or household member, the employee must provide advance notice of his or her need for leave. Sufficient documentation must also be supplied regarding the fact that the employee or a member of the employee's family or household has been subject to domestic violence.

Before an employee is entitled to take any Domestic Violence Leave, the employee must exhaust any accumulated, unused paid time off provided by "*Client Employer*" policy, such as vacation, sick, personal leave, "PTO," etc. If the employee has no paid time off available, any Domestic Violence Leave taken will be unpaid.

Your "*Client Employer*" will keep all information pertaining to this leave confidential to the extent required by law.

### **3. Termination of Leave**

An employee will be considered as having resigned his or her position if he or she:

- Fails to return to work on the first day after his or her leave of absence or authorized extension expires;
- Applies for or engages in any other employment during his or her leave of absence unless the employee received prior written permission from the "*Client Employer*";
- Gives a false reason for any requested leave of absence; or
- Takes leave without appropriate authorization or medical certification.

#### **K. Lactation Breaks**

1. The "*Client Employer*" will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's child up to one year of age; unless additional time is required by state law.
2. The break time should, if possible, be taken concurrently with other break periods already provided.
3. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled breaks and such time will generally be unpaid in accordance with state law.

4. The company will make a reasonable effort to provide the employee with the use of a room or other location near the employee's work area for the employee to express milk in private.

**L. No Solicitation/No Distribution/No Access Policy**

Solicitation at work causes employees to neglect their own work and interferes with the work of fellow employees. The following rules shall apply to solicitation at work or the distribution of literature by employees on the property of WORKSITE, LLC or your "*Client Employer*":

- There shall be no solicitation during working time.
- There shall be no distribution of literature during working time or in any working area.
- WORKSITE, LLC employees are prohibited from inviting non-employees onto the premises of WORKSITE, LLC or any "*Client Employer*" for the purpose of solicitation or distribution of material for any reason.
- Non-employees are prohibited from soliciting or distributing materials on the premises of WORKSITE, LLC or any "*Client Employer*".

**M. Open-Door Policy**

Your "*Client Employer*" has an open-door policy. If at any time you feel you have not been treated fairly or if you have a job-related problem, you are encouraged to take advantage of the following problem-solving procedure which has been developed to handle job-related complaints or problems:

In most instances, your first step is to discuss the problem with your immediate supervisor. If, however, the issue involves your immediate supervisor or if you would feel more comfortable discussing the issue with someone else, you may contact the President of your "*Client Employer*". Should you choose not to contact your "*Client Employer*" for any reason, you may contact WORKSITE, LLC at (941) 677-0110 in order to obtain assistance in the resolution of such matters. As mentioned previously, you must understand that WORKSITE, LLC does not have actual control over any employee's workplace and as such, is not able to end or remediate any discrimination, harassment, or retaliation which may be occurring. The responsibility to end such inappropriate conduct rests with your "*Client Employer*"; however, WORKSITE, LLC will attempt to facilitate a resolution.

If you feel uncomfortable discussing a problem or complaint with your supervisor, you may skip the first step and go directly to the second step. Of course, you are always free to contact us informally regarding any problem that you have, even if it is personal in nature.

## **N. Termination of Employment**

Your employment is at-will, as described herein. It is a result of a voluntary decision by you to seek employment and our decision to employ you. No person is employed for any specified term or duration for WORKSITE, LLC. In addition, no person is employed by your "*Client Employer*" for any specified term or duration, unless there is a specific written contract, signed by an officer of your "*Client Employer*", altering your at-will status and specifying a specific duration of your employment. As an at-will employee, you have the right to sever your employment relationship at any time for any reason you see fit.

Similarly, the employment of any employee can be terminated at the discretion of your "*Client Employer*" for any reason at any time with or without notice. It is our sincere hope that your employment relationship with your "*Client Employer*" is a mutually rewarding and satisfactory experience which both of you will want to continue.

Generally, your "*Client Employer*" recognizes the following forms of termination:

**Termination During Introductory Period** - Termination may be initiated by the employee or your "*Client Employer*" at any time during the introductory period without explanation or obligation on the part of either.

**Release from Employment For Non-Disciplinary Reasons** – This includes all of those situations which are employer initiated, but which will not have a negative impact upon your being considered from re-employment (e.g. denial of leave of absence request, change in hours, reclassification of position, working conditions, etc.).

**Resigned with Notice** - This is initiated by you and includes those situations where you have given appropriate notice (two weeks notice for non-exempt employees and four weeks notice for exempt employees) and are eligible for re-hire. Proper notice is necessary because separation procedures take time and notice will allow your "*Client Employer*" time to attempt to recruit and train a replacement. In addition, by giving proper notice, you will leave in good standing.

**Quit Without Notice** - If you leave without proper notice, in most cases you will not be eligible for re-hire. If you do not report for work or call your supervisor for a period of 3 working days, you will be considered as having left without notice, abandoning your job.

**Discharge for Disciplinary Reasons** - This form of termination is initiated by your "*Client Employer*" when it believes it is necessary for the employment to end without the employee being eligible for re-employment.

Upon termination of employment, employees are expected to return all company property to the "*Client Employer*." Employees should not return to the "*Client Employer's*" premises without the "*Client Employer's*" permission.

## VII. Safety Rules

Your “*Client Employer*” is committed to safety in the workplace. Steps have been taken to protect employees from injury on the job. All employees must always observe the following safety rules:

- Follow established safety procedures.
- Report all work related accidents immediately to your “*Client Employer*” (always the same day as the accident occurs), regardless of how insignificant the injury may appear to you.
- If the injury is LIFE-THREATENING, seek medical attention immediately.
- If the injury is not life-threatening, notify your “*Client Employer*” by the end of the duty shift and always prior to seeking medical care.
- If directed to seek medical care, employee must go to an approved physician(s) for initial diagnosis and drug testing.
- Employee must notify the “*Client Employer*” when referred for any specialist treatment.
- Employee must take a drug test for a work-related injury within 24 hours.
- Wear seat belts at all times while in company vehicles or while conducting business in a privately-owned vehicle.
- Always keep work areas clean and neat.
- Do not remove or by-pass any guards on any machinery at any time.
- Operate only machines or equipment that you have been trained to operate or authorized to operate by the supervisor.
- You are responsible for making sure that you understand how to properly use the equipment you have been assigned. If you do not understand, ask your supervisor for additional safety equipment or additional instructions to complete the job safely.
- Lift with legs, not back, and get assistance with heavy or awkward loads.
- Do not engage in any "horseplay" and do not distract others.
- Immediately report all unsafe or hazardous conditions and unsafe acts to your supervisor.
- If you are asked to perform an unsafe act, immediately report it to your supervisor or higher ups at your “*Client Employer*”.
- Do not operate any machinery if you are taking prescription drugs that may impair your mental or motor abilities. You must inform your supervisor if you are taking such drugs.
- Follow all other written and spoken safety rules.

THE ULTIMATE RESPONSIBILITY FOR SAFETY LIES WITH YOU. Please feel free to bring your suggestions about how to improve safety in your work area to your supervisor.

\*NOTE – In some states, where an injury is caused by the willful refusal of the employee to use safety equipment or obey safety rules, compensation benefits can be reduced.

## VIII. Employee Conduct and Work Rules

The following is a list of actions prohibited by your “*Client Employer*”. This list is not a complete list of offenses, which may lead to disciplinary action. A violation of any of these rules may result in disciplinary action, up to and including termination. Employees should exercise good judgment and common sense at all times.

- Violation of any policy contained in the Employee Handbook.
- Excessive absenteeism or tardiness.
- Reporting false work hours to your supervisor.
- Unless specifically permitted by law, possession or use of knives, firearms, ammunition, fireworks, explosives or other such weapons or materials while on Company premises of.
- Failure to comply with safety rules or regulations.

- Theft, removal of or unauthorized possession or use of property belonging to any other employee, or your *"Client Employer"*. This rule includes attempts to remove property, as well as actual removal.
- Off-duty behavior reflecting poorly upon your *"Client Employer"*, including but not limited to, acts or indictments, fighting, abuse of alcohol or drugs, and/or immoral or indecent conduct.
- Insubordination, including failure to comply with the instructions or work assignments of supervisors or any member of your *"Client Employer's"* management.
- Using profane, obscene, vile or abusive language with customers or other employees.
- Disrespect for any employee or of a Company client, which is not otherwise protected by law.
- Dishonesty, including but not limited to, the falsification (including omissions) of any employment application or any other document of your *"Client Employer"* or any document or statement submitted to your *"Client Employer"*.
- Loafing or sleeping on the job.
- Gambling on the premises of your *"Client Employer"*.
- Speeding or reckless driving on the premises of or while performing work for your *"Client Employer"*.
- Leaving an assignment workstation during working time without the permission of your supervisor.
- Refusing to work overtime when requested by your supervisor.
- Posting or removal of notices on any *"Client Employer"* bulletin boards.
- Threatening, intimidating, or coercing a fellow employee at any time or for any purpose.
- Destroying or damaging property belonging to your *"Client Employer"* or any employee.
- Participating in disorderly conduct, "horseplay", or practical jokes or pranks while on the premises of your *"Client Employer"*.
- Failure to contact your supervisor at least one (1) hour in advance of any absence from scheduled work time.
- Making or inviting personal telephone calls during working time, except in emergency situations.
- Smoking in areas not designated as smoking areas.
- Unreasonable conduct or interfering with the orderly operation of your *"Client Employer"*.
- Failure to follow instructions or rules regarding the wearing of uniforms, identification badges, personal protective equipment or employee parking requirements.
- Littering or otherwise creating unsanitary conditions on the premises of your *"Client Employer"*.
- Entering the premises of your *"Client Employer"* or any client company when not authorized to do so.
- Overstaying a leave of absence or vacation.
- Working overtime without authorization from your supervisor.
- Refusing to take a blood or urine test when required by *"The Company"* and/or your *"Client Employer"*.
- Divulging any confidential information to a person not authorized to receive it unless otherwise specifically authorized by law.
- Soliciting tips, loans or gifts.
- Failure to report any work-related injury, accident, incident or unsafe condition.
- Failure to put forth proper effort.
- Carelessness on the job or unsatisfactory job performance.
- Failure to follow the dress code established by your *"Client Employer"*.

**Addendum “A”  
WORKSITE, LLC  
Drug and Alcohol-Free Workplace Program**

**I. Purpose**

WORKSITE, LLC (“*The Company*”) is committed to maintaining a safe, healthy and productive work environment for all its client's employees, providing professional services for its client's customers in a timely and efficient manner, maintaining the integrity and security of its equipment and workplace and to performing these functions in a fashion consistent with the interests and concerns of the community.

Pursuant to these corporate goals, “*The Company*” is committed to establishing a Drug and Alcohol-Free Workplace Program to ensure that we will have a drug and alcohol-free workplace. This Program is intended to comply with the Drug-Free Workplace Program requirements set forth in the applicable state regulations.

To enforce “*The Company’s*” drug and alcohol-free policies and programs, candidates for employment and current WORKSITE, LLC and “*Client Employer*” employees can be required to submit to drug and/or alcohol testing under certain circumstances in Section V of this document.

**II. Scope**

The policy described here in applies to candidates for employment and to “*The Company*” or “*Client Employer*” employees in all job classifications at all locations.

**III. Effective Date**

The effective date of **WORKSITE, LLC’s** Drug and Alcohol-Free Workplace Program is immediately.

**IV. Policy**

It is the policy of “*The Company*” and/or your “*Client Employer*” that the unlawful possession, unauthorized use, consumption, sale, purchase, distribution, dispensation or manufacture by any employee of alcohol or any illegal drugs or illegally obtained drugs in the workplace, on “*The Company*” or your “*Client Employer*” premises or within its facilities, in the conduct of “*The Company*” or your “*Client Employer*” related work, off “*The Company*” or your “*Client Employer*” premises, or when operating “*The Company*” or your “*Client Employer*” vehicles on or off duty, is strictly prohibited and will be grounds for immediate termination.

“*The Company*” or your “*Client Employer*” will not permit any employee to report to work or to perform his or her duties after having ingested illegal or illegally obtained drugs or while impaired or under the influence of any illegal drug or alcohol. For the purposes of this policy, “impaired” or “under the influence” means testing positive pursuant to the cut-off levels applicable to “*The Company’s*” testing program.

“*The Company*” does not permit any employee to report to work or to perform his or her duties while taking prescribed drugs that adversely affect a person’s ability to safely and effectively perform his or her job functions. Employees are required to notify supervisors of all such drug use. To ensure compliance neither the name of the drug(s) nor the medical conditions need be disclosed.

It is a condition of employment to abide by the terms of the aforementioned policy. Any employee who violates the aforementioned policy is subject to disciplinary action, up to and including discharge.

## V. Types of Testing

- A. Pre-Employment Testing.** This type of testing is for applicants for employment who have received an offer of a job contingent on successfully passing a drug test. This test will be only for drugs.
- B. Reasonable Suspicion Testing.** This type of testing applies when *"The Company"* or your *"Client Employer"* management or supervision has reasonable suspicion based on objective evidence to believe that an employee is using or has used drugs or alcohol in violation of *"The Company's"* policy. Such evidence may consist of, but is not limited to:
- Observable phenomena while at work, such as direct observation of drug or alcohol use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol.
  - Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
  - A report of drug or alcohol use provided by a reliable and credible source.
  - Evidence that an individual has tampered with a drug/alcohol test
  - Information that an employee has caused, contributed to, or been involved in an accident while at work. An employee, who is unable to submit to testing at the time of an accident due to the seriousness of his or her injuries, is required to provide the necessary authorization for obtaining hospital reports and other documentation that would indicate whether there were any drugs or alcohol in his or her body system
  - Evidence that an employee has used, possessed, sold, solicited, or transferred drugs or alcohol while working or while on *"The Company"* or your *"Client Employer's"* premises or while operating *"The Company"* or your *"Client Employer's"* vehicle, machinery, or equipment.
- C. Follow-up Testing.** If in the course of employment an employee enters an Employee Assistance Program (EAP) for a drug-related problem or if an employee enters an alcohol or drug rehabilitation program, the employee must submit to drug and/or alcohol testing as a follow-up to such program at least once a year without advanced notice for two (2) years. Additional types of testing, such as random testing, may be required, as deemed necessary by *"The Company"* or your *"Client Employer"* as a part of the follow-up testing. Other terms and conditions of continued employment may also be imposed.
- D. Routine Fitness for Duty Testing.** An employee may be asked to submit to a drug test as part of a routinely scheduled fitness for duty medical examination that is either part of *"The Company's"* or your *"Client Employer's"* established policy or that is scheduled routinely for all members of an employment classification or group.

## VI. Conditions of Testing

- A. Confidentiality.** All information, interviews, reports, statements, memoranda, and drug test results, received by *"The Company"* or your *"Client Employer"* in conjunction with its Drug and Alcohol Testing Program are considered confidential communications and such information will not be disclosed or released except as authorized pursuant to State law or regulations or

written consent by the person tested. All *"The Company"* or your *"Client Employer"* employees are required to adhere to this confidentiality policy.

- B. Informed Consent and Release of Liability Form.** The execution of an "Informed Consent and Release of Liability and Consent for Release of Results and Acknowledgment of Receipt and Understanding" form will be required of each applicant/employee, when *"The Company's"* Program is revised and/or when the employee is required to submit to testing. Refusal to comply will result in the applicant's disqualification for further employment consideration or the employee's termination from *"The Company's"* or your *"Client Employer's"* employment.
- C. Refusal to Submit to Testing.** Job applicants and employees are expected to cooperate fully in providing specimens and explanations, which may be subsequently required by this Policy. Failure to provide specimens, refusal to sign a consent form, attempts to contaminate specimens or otherwise interfere with *"The Company"* or your *"Client Employer"* procedures will result in discharge or disqualification for further employment consideration. An employee who is injured in the course and scope of his or her employment and who refuses to submit to a drug test or who tests positive, in addition to the above, may forfeit his or her eligibility for the applicable Workers' Compensation medical and indemnity benefits.
- D.** Any *"Client Company"* Group health/medical insurance in affect does not cover injuries sustained in the course and scope of employment.

## **VII. Testing Procedures**

- A. Certified/Licensed Laboratory.** All drug testing will be conducted by *"The Company"* designated laboratory, which is licensed by the applicable State, Agency for Health Care Administration or certified by the United States Department of Health and Human Services. The testing will be conducted with appropriate chain of custody procedures in place to ensure accuracy and continuity in specimen collection handling, transfer and storage.
- B. Drugs to Be Tested.** When testing is conducted in conjunction with this Program, *"The Company"* or your *"Client Employer"* may test for any or all of the following drugs: amphetamines, cannabinoids, cocaine, ethyl alcohol, opiates, phencyclidine, methaqualone, methadone, propoxyphene, MDMA (ecstasy), barbiturates, and benzodiazepines.
- C. Reporting Medication Which May Alter or Affect a Drug Test Result.** Each applicant/employee shall be provided a form entitled "Pre- and Post-Testing Donor Report of Use of Medication" which will enable them to report, both before and after being tested, the use of prescription or non-prescription medication which may alter or affect the outcome of a drug test as well as any other information relevant to the drug test result. The reverse side of the above referenced form shall contain a list developed by HRS of the most common medications, by brand name or common name, as well as by chemical name, which may alter or affect a drug test result. The information provided by the employee or job applicant shall be reviewed by a Medical Review Officer (MRO.) interpreting any confirmed positive results.

Job applicants and employees have the right to consult with an MRO for technical information regarding prescription and non-prescription medication to determine whether the medication affected a drug or alcohol test.

- D. Collection Site and Laboratory Analysis Procedures.** Security of the collection site, chain of custody procedures, privacy of the individual, collection control, integrity and identity of the specimen and transportation of the specimen to the laboratory, as well as all laboratory security, laboratory chain of custody, transporting and receiving of specimens, specimen processing, re-testing, storage of specimens, instrument calibration and reporting of results, shall be in accordance with applicable State regulations. These procedures are intended to ensure that specimens are properly collected, identified and tested.

## **VIII. Release and Review of Test Results**

- A. Medical Review Officer (MRO).** *“The Company”* will engage a Medical Review Officer (MRO), a licensed physician, who will be responsible for receiving and reviewing all confirmed test results from the testing laboratory and reporting them to *“The Company”* or your *“Client Employer”*. The MRO will also be responsible for contacting all positively tested individuals to inquire about possible prescriptive or over-the-counter medications, which could have caused a positive test result. The MRO is also responsible for providing technical assistance in interpreting the test result.
- B. Reporting Results.** The testing laboratory shall report all drug test results to the MRO within seven (7) working days after receipt of the specimen by the laboratory and must provide the MRO quantification of the test results upon request. Only specimens, which are confirmed as positive on the confirmation test, shall be reported positive to an MRO for a specific drug.

The MRO shall notify the applicant/employee of a confirmed positive test result within three (3) days of the receipt of the test result from the laboratory and inquire whether prescriptive or over-the-counter medications could have caused the positive test result.

The donor shall have five (5) days from the date of notification by the MRO to discuss the positive test result with the MRO and to submit documentation of use of prescription or over-the-counter medication relevant to the positive test result.

If the MRO is unable to contact a positively tested donor within three (3) days of receipt of the test results from the laboratory, the MRO shall contact *“The Company”* and request that *“The Company”* direct the donor to contact the MRO as *“soon as possible”*. If the donor has not contacted the MRO within five (5) days from the date the employee was contacted by *“The Company”*, the MRO shall verify the test result as positive. If the donor refuses to talk with the MRO regarding a positive test result, the MRO shall validate the result as positive and annotate such refusal in the remarks section of the report. The MRO may re-open the verification of the results, if the donor presents to the MRO information documenting the circumstances that unavoidably prevented the donor from contacting the MRO within the specified time frame.

The MRO shall notify *“The Company”* of the verified test result in writing, either negative, positive or unsatisfactory. If the MRO determines that there is a legitimate medical explanation for the positive test result, the MRO shall report a negative test result to *“The Company”*. If the MRO feels that the legal use of the drug would endanger the donor or others or if the donor is in a safety sensitive or special risk position at the *“Client Company”*, the MRO shall report the test negative due to a validated prescription but shall request that the individual be placed in a position which would not threaten the safety of the donor or others.

- C. Notice to Donor of Test Results.** Within five (5) working days after receipt of a confirmed positive test result from the MRO, *"The Company"* will inform the donor in writing of such positive test results, the consequences of results, and the options available to the donor, including the right to file an administrative or legal challenge. Upon request, a copy of the test results shall be provided to the donor.

## **IX. Challenges to Test Results**

- A. Intra-Company Challenge.** The donor has within five (5) working days, after receiving notice of a confirmed positive test result, to submit information to *"The Company"* explaining or contesting the test results.

If the donor's explanation or challenge of a positive test result is deemed unsatisfactory by *"The Company"*, *"The Company"* shall within fifteen (15) days of receipt of the donor's explanation or challenge, provide the donor with a written explanation as to why his or her explanation is deemed unsatisfactory, along with the report of positive result.

*"The Company"* on a confidential basis shall retain all such documentation for at least one (1) year.

- B. Administrative or Legal Challenge.** The applicant/employee may undertake an administrative challenge of the test result by filing a claim for benefits with a Judge of Compensation Claims pursuant to applicable State regulations or if no workplace injury has occurred, the donor must challenge the test result in a Court of competent jurisdiction. When a donor undertakes a challenge to the results of a test, it shall be his or her responsibility to notify the testing laboratory of the challenge, and the testing sample shall be retained by the laboratory until the case is settled.
- C. Independent Testing.** In the event of a positive test result, the donor, during the 180-day period after written notification of a positive test result may request independent testing at his/her own expense of a portion of the tested specimen for verification of the test result. The laboratory utilized for the independent testing must also be licensed by the applicable State Agency for Health Care Administration or certified by the U.S. Department of Health and Human Services. The result(s) of the independent testing may be used in any administrative or legal challenge.

## **X. Consequences of Positive Test Results/Disciplinary Action**

- A. Job Applicants.** If the results of a pre-employment drug test are confirmed positive, the job applicant will be disqualified from further employment consideration, for a period of twelve (12) months.
- B. Employees.** Any employee whose test results are confirmed positive may be terminated. *"The Company"* and/or your *"Client Employer"* reserves the right to suspend an employee without pay pending the release of the results of a drug test or the outcome of an investigation related to a violation of *"The Company's"* Drug-Free Workplace Policy.

If an employee is injured in the course and scope of his or her employment at *"The Company"* or your *"Client Employer"* and the employee's test result is confirmed positive, the employee, in addition to other consequences, including but not limited to those discussed in this

program, may forfeit his or her eligibility for all medical and indemnity benefits under the State Workers' Compensation Act. Any "Client Employer" group health/medical insurance in effect does not cover injuries sustained in the course or scope of employment.

## **XI. Drug and Alcohol-Free Workplace Awareness & Education Training Program**

"The Company" or your "Client Employer" shall:

- Provide ongoing communications to "The Company" and/or your "Client Employer" employees and supervisory personnel that include educational and information materials advising about the dangers of drug use and/or abuse.
- Display and distribute to "The Company" and/or your "Client Employer" employees a community service hot-line telephone number(s) for employee assistance concerning drug and alcohol-related problems.
- Require specific training of "The Company" or your "Client Employer" management and supervisory personnel who are responsible for determining when an individual is subject to testing based on "reasonable suspicion". Such training will encompass the specific, contemporaneous physical, behavioral, and performance indicators of probable alcohol misuse and use of drugs.
- Provide education for all "The Company" and/or your "Client Employer" employees to assist them in identifying personal and emotional problems which may result in the misuse of alcohol or the use of drugs.
- Maintain a current recourse file of rehabilitation providers, including alcohol and drug abuse program, mental health providers and various other entities designed to assist employees with personal or behavioral problems.
- Advise employees of rehabilitation programs that "The Company" and/or your "Client Employer" may have available and provide information regarding a representative sampling of local drug and alcohol rehabilitation programs.
- Display and distribute "The Company's" Drug-Free Workplace Program and notice of drug testing on vacancy announcements.

## **XII. Rehabilitation**

"The Company" and/or your "Client Employer" supports sound treatment efforts. No employee will be retaliated against for voluntarily seeking assistance for problems relating to drug/alcohol use and/or abuse. It is "The Company" and/or your "Client Employer's" desire that individuals will be allowed to address and resolve any drug and alcohol related problems on a confidential basis.

Current employees who voluntarily acknowledge a drug or alcohol problem prior to being asked to test shall be referred to counseling or rehabilitation. Employees in safety sensitive or high-risk should inform their supervisors of drug or alcohol problems so appropriate steps can be taken. "The Company" and/or your "Client Employer" reserves the right to require an employee to use an EAP or drug rehabilitation program selected by "The Company" and/or your "Client Employer". Employees who undergo rehabilitation will be required to:

1. Successfully complete the rehabilitation program prior to consideration for return to regular work duties. Employees who do not complete their rehabilitation program will be terminated.
2. Agree to random drug and alcohol testing, as a condition for returning to active employment, for two (2) years commencing from the date resuming regular work duties. Employees who refuse to submit to drug and alcohol testing during the two-year period or who test positive will be terminated.

### **XIII. Search Policy**

In order to effectively implement “*The Company’s*” Drug-Free Workplace Program, “*The Company*” and/or your “*Client Employer*” retains the right to conduct searches and inspections of “*The Company*” and/or your “*Client Employer’s*” property whenever there is objective evidence that an employee may be in possession of alcohol or any illegal drugs on “*The Company*” and/or your “*Client Employer’s*” property or within its vehicles or facilities, or may otherwise be in violation of “*The Company*” policy.

### **XIV. Guidelines**

When searches or inspections are necessary, they will be conducted according to the following guidelines:

- The search or inspection will occur in the presence of at least one witness of “*The Company*” and/or your “*Client Employer’s*” choice and will be limited to “*The Company*” and/or your “*Client Employer*” owned lockers, vehicles, desks or any other property.
- A list of the contents of the area or items searched will be made and witnessed to protect the rights of the employee to that property.
- If the search uncovers material that is believed to be unauthorized drugs, alcohol or other prohibited items, “*The Company*” and/or your “*Client Employer’s*” representative may confiscate the material. The employee will be given a receipt for any material taken. Authorized or lawful possessions of the employee will be returned.
- If a search or inspection reveals the presence of unauthorized alcohol or illegal drugs, the employee will be subject to immediate disciplinary action up to and including termination of employment.

### **Conclusion**

It is in the best interest of “*The Company*” and/or your “*Client Employer*” to maintain a workplace which is free from the presence of alcohol and drugs and free from the impairments associated with alcohol and drug use and/or abuse. Our concerns with respect to employee safety and health, product quality, and integrity and security of our equipment and workplace require that we take an active approach to maintain a safe, healthful, drug and alcohol-free work environment for all employees. In furtherance of these Corporate goals, “*The Company*” has established this Drug and Alcohol-Free Workplace Program, which is intended to comply with the applicable State Drug and Alcohol-Free Workplace Program requirements and implementing regulations promulgated by the applicable State Department of Labor and Employment Security, Division of Workers' Compensation.

The policies and procedures set forth in WORKSITE, LLC’s Drug and Alcohol-Free Workplace Program constitute statements of policy only and are not to be interpreted as a contract of employment between “*The Company*” and/or your “*Client Employer*” and any of its “*Client Employer*” employees. WORKSITE, LLC reserves the right to change, modify or delete any of the Program’s provisions and policies at any time. The policies contained in the Drug and Alcohol-Free Workplace Program supersedes all prior Company policies on substance abuse.

**Questions and Answers**  
**About Working for a**  
**Professional Employer Organization**

**What is a Professional Employer Organization (PEO)?**

We are an organization offering our skills, expertise, and services to our clients; thereby providing a cost-effective solution to the management and administration of payroll, accounting, employee benefits and employer risks. We co-employ you as an employee and the duties and responsibilities are allocated between the “Client Employer” and WORKSITE, LLC in a written contract. The employees’ daily routines do not change. By establishing and maintaining an employer relationship with the workers assigned to our clients, we assume substantial administrative employer rights, responsibilities, and risks.

**Why did my employer elect to use a professional employer organization?**

WORKSITE, LLC is a professional employer organization which has entered into a contract with the client company where you are currently working.

The costs and complexities of being an employer are skyrocketing. Payroll processing costs, taxes, workers’ compensation insurance, and health benefit costs are steadily increasing. Additionally, the administrative support necessary to keep up with changing legal and governmental issues affecting employers is consuming more and more company resources and reducing their efficiency.

WORKSITE, LLC provides a more effective method of managing employee related functions for its “Client Company” such as processing the payroll, withholding deposits for social security, Medicare, and income taxes; paying federal and state unemployment insurance and workers’ compensation premiums; handling the administration of workers’ compensation claims and risk management, group health insurance claims, and benefit plan development.

**What are some of the benefits I will gain through WORKSITE, LLC’s services?**

- Accurate and timely payroll
- Benefits at reduced cost, not previously available to small companies
- Assistance in worksite safety
- Improved employer/employee communications
- Professional assistance with employee related questions or problems

**What are some of the benefits gained by the Client Employer?**

- Savings in time and paperwork
- Up-to-date guidance on labor regulations and workers’ rights
- Workers’ compensation case management
- Unemployment insurance administration
- When requested, guidance for improving workplace safety and employee health
- Improved capability to attract, retain, and motivate the best and most qualified employees

**Who is your employer?**

WORKSITE, LLC and your “Client Employer” is each an employer. WORKSITE, LLC will issue your paycheck each pay period and your W-2 form by January 31<sup>st</sup> of each year. If the “Client Employer” you work for contracted with WORKSITE, LLC after you were hired by that company, then you will receive two W-2 forms for that year.

The “*Client Company*” to which you have been assigned is referred to as the ““*Client Employer*”” and will be responsible for such things as directing the manner in which services are to be delivered to customers, product design, methods of production, and so on.

If you have questions concerning your paycheck, W-4, health insurance, personnel file or other benefits, call the WORKSITE, LLC office.

***Who is your Supervisor?***

Your supervisor is the person at your “*Client Employer*” who is responsible for training and the day-to-day supervision of your work.

If you have questions about work schedules use of machines and equipment, job duties, job training, safety procedures, proper reporting of hours worked, where to park your vehicle at work, dress code, requests for time off, or who to call if you will be late or absent from work, contact your immediate supervisor at your “*Client Employer*”. If in doubt, or if you would like additional information, you should contact the WORKSITE, LLC office. If you have questions about hiring policies, payroll, payroll deductions, benefits, employee assistance programs and counseling, or terminations, contact the WORKSITE, LLC office.

## RECEIPT AND ACCEPTANCE OF EMPLOYEE HANDBOOK

- I have received a copy of the Employee Handbook, have either read it or had it read to me carefully and have had my questions answered.
- I understand that my acceptance of the policies in this Employee Handbook represents a condition of hire and continued employment.
- I understand that any provisions in this Employee Handbook may be amended or revised at any time and that this Handbook does not constitute a contract.
- I further understand that this Employee Handbook does not guarantee me any specific rights, procedures, rules or length of employment.

Company Name: \_\_\_\_\_  
*Please Print*

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Employee Name: \_\_\_\_\_  
*Please Print*