

Worksite General Handbook

March 2022

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Core Policies

1.0 Welcome

1.1 A Welcome Policy

Welcome!

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

This Employee Handbook has been prepared to acquaint you with the policies of your Onsite Employer. A thorough familiarity with its contents can be very helpful in many matters which relate to your employment. You should read this handbook and the appropriate state-specific addendum carefully. We encourage you to save them for future reference.

This Employee Handbook is not a contract of employment. Worksite does not give the Onsite Employers or employees legal advice. As such, nothing in this handbook and nothing a Worksite 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 Onsite Employer. This Handbook is subject to modification or cancellation by your Onsite Employer at its sole discretion, with or without prior notice to employees.

All client employees employed at an Onsite Company, regardless of the employee's status with their Onsite Employer, are at-will employees of Worksite.

Business needs and other requirements often fluctuate. Because Worksite 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 Employee Handbook are of a general nature. Consequently, with some clients and in some states, your Onsite Employer reserves the right to include procedures or policies that address particular situations related to their clients and employees. The variations may or may not form an addendum to this Handbook, which may be attached. State-specific policy addendums are considered part of this Handbook and employees should also read those policies for the state in which they perform work.

Your Onsite Employer maintains responsibility and control of the daily operation of the core business, including the work done by the employees, as well as any employment decisions related to hiring, terminations, pay raises and corrective action. Your Onsite Employer 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. Your supervisor or manager is the person at the Onsite Company who is responsible for training and the day-to-day supervision of your work.

Worksite is the employer of record and Worksite will issue your paycheck each pay period and your W-2 form by January 31st of each year. If the Onsite Company contracted with Worksite after you were hired, then you will receive two W-2 forms for that year.

Worksite does not have any actual control over any employee's workplace or the workplace environment. Worksite assumes responsibility for certain Human Resource functions such as benefits and payroll

administration, medical and Workers' Compensation insurance programs, tax filings, and unemployment administration. Also, Worksite provides an on-line self-service center, where you can view and update personal information, view and print paystubs, view pay and benefits deductions history, and access forms and manuals, etc.

PEO Contact Information:

Worksite
2579 North Toledo Blade Blvd.
North Port, FL 34289
Office (941) 677-0110

This Handbook replaces and supersedes all prior handbooks, policy manuals, benefits, or practices of your Onsite Employer. It may include general summaries of Worksite policies and procedures as well as policies, procedures and practices that are specific to the Onsite Employer, as may be required by state or local law, contract requirement, or type of business/industry the Onsite Employer is a part of. Where the Onsite Employer-specific policies or statutory requirements differ from the general policies and procedures of this Handbook, the Onsite Employer-specific policy or statutory requirement will govern. In order to retain necessary flexibility in the administration of policies and procedures, your Onsite Employer reserves the rights to change, revise, or eliminate any of the policies and/or benefits described in this handbook without prior notice, except for its policy of employment-at-will. The only recognized deviations from the stated policies are those authorized and signed by the President or Owner of the Onsite Employer.

Any questions regarding the interpretation or application of a specific section of the Handbook, or any matter not covered by the Handbook, can be directed to your immediate supervisor or manager. 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 or manager.

If you have questions about onboarding paperwork or processes, payroll, payroll deductions, W-2, benefits, employee assistance programs and counseling, or verifications of employment, contact Worksite.

1.2 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including your Onsite Employer's policies and procedures. The handbook is not a contract. Your Onsite Employer reserves the right to revise, add, or delete from this handbook as it may be in their best interest, except the policy concerning at-will employment.

1.3 At-Will Employment

Your employment is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave your employment at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Worksite or Onsite Employer document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the President or Owner of your Onsite Employer has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the President or Owner.

If a written contract between you and your Onsite Employer is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

2.0 Hiring and Orientation Policies

2.1 Employment Authorization Verification

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

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

2.2 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with your Onsite Company and your job responsibilities, and they will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Onsite Company can be shortened or lengthened as deemed appropriate by Human Resources or an appropriate member of management at your Onsite Employer. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the at-will employment relationship.

2.3 Conflicts of Interest

Your Onsite Employer is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor of the Onsite Company, you must disclose it to your Manager.

This includes the employment of friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at your Onsite Company. It is your obligation to inform the Onsite Employer of any such potential conflict so they can determine how best to respond to the particular situation.

If an actual or potential conflict of interest is determined to exist, the Onsite Company will take such steps as it deems necessary to reduce or eliminate this conflict.

3.0 Wage and Hour Policies

3.1 Introduction to Wage and Hour Policies

At your Onsite Company, pay can depend on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your Manager.

3.2 Direct Deposit

Your Onsite Company encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask your Onsite Employer for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be available to you on paydays through the Employee Portal.

3.3 Personal Data Changes

It is your obligation to provide your Onsite Employer with your current contact information, including current mailing address and telephone number. Inform your Onsite Employer of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact your Onsite Employer representative or you may personally change some information in the Employee Portal.

3.4 Paycheck Deductions

Your Onsite Company is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, state unemployment taxes, state income or disability insurance taxes (as applicable), etc., and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Manager.

The Onsite Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your Manager.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Onsite Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

3.5 Payroll Advances and Loans

You may be eligible for payroll advances or loans through Worksite's service providers. Current information about these services can be found on the Employee Portal. Eligibility criteria must be met and approval is required by the service provider.

3.6 Recording Time

Your Onsite Company is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that your Onsite Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using your Onsite Company's preferred process (such as time cards/time sheets/punch clock/timekeeping application/other). Exempt employees may also be required to track days or time worked. Speak with your Manager for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Onsite Company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Time sheets/time cards are to be submitted according to your Onsite Employer's instructions. Speak with your Manager about your Onsite Employer's specific rules related to tracking your time worked.

In general, you should not work before or after your assigned shift unless authorized by management.

Notify your Manager of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

3.7 Attendance

Absenteeism and tardiness place a burden on the operations of your Onsite Employer and other employees. Punctual and consistent attendance is a condition of continued employment. If you know ahead of time that you will be absent or late, provide reasonable advance notice to your Manager. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Employees are encouraged to schedule personal appointments (such as medical and dental) around their assigned work schedule. If this is not possible, discuss special arrangements with your Manager.

Your Onsite Company reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

3.8 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three (3) consecutive days, you will be considered to have abandoned your job and voluntarily resigned from your Onsite Company.

4.0 Performance, Discipline, Layoff, and Termination

4.1 Open Door/Conflict Resolution Process

The Onsite Company strives to provide a comfortable, productive, legal, and ethical work environment. To this end, you should bring any problems, concerns, or grievances you have about the work place to the attention of your Manager and, if necessary, to Human Resources or appropriate member of management at your Onsite Employer. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Onsite Company, management, its

employees, vendors, customers, or any other persons or entities related to the Onsite Company, bring your concerns to the attention of your Manager at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Manager. If you have already brought this matter to the attention of your Manager before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or appropriate member of management at your Onsite Employer. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

Should you choose not to contact your Onsite Employer for any reason, you may contact Worksite at 941-677-0110 in order to obtain assistance in the resolution of such matters. As noted previously, Worksite does not have control over any employee's workspace and as such, is not able to end or remediate issues. The responsibility to end inappropriate conduct rests with the Onsite Employer; however, Worksite will attempt to facilitate a resolution.

4.2 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at your Onsite Company is prohibited. The Onsite Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Onsite Company should be reported to your Manager. Failure to adhere to this policy may result in discipline up to and including termination.

4.3 Standards of Conduct

Your Onsite Employer wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all their employees, clients, customers, and other stakeholders.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that can result in discipline, up to and including immediate termination of employment. This policy is not intended to limit any rights to discipline or discharge employees for any reason permitted by law.

Employees should exercise good judgment and common sense at all times.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Excessive tardiness or absences.
- Inaccurate reporting of the hours worked.
- Failure to contact your supervisor at least one hour in advance of any absence from scheduled work time.
- Working unauthorized overtime.
- Refusing to work overtime when requested by your supervisor.
- Overstaying a leave of absence or vacation.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol or illegal drugs during working hours on your Onsite Company's property (including in Company vehicles), or on Company business.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.

- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of your Onsite Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Divulging any confidential information to a person not authorized to receive it unless otherwise specifically authorized by law.
- Engaging in activities that constitute a conflict of interest.
- Theft, removal of or unauthorized possession or use of property belonging to any other employee, or the Onsite Company. This rule includes attempts to remove property, as well as actual removal.
- Destroying or damaging property belonging to the Onsite Company or any employee.
- Off-duty behavior reflecting poorly upon the Onsite Company, 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 the Onsite Company's management.
- Fighting with, disrespecting, or harassment of (as defined in the EEO policy), any fellow employee, vendor, or customer.
- Using profane, obscene, vile or abusive language with customers or other employees.
- Threatening, intimidating, or coercing a fellow employee at any time or for any purpose.
- Loafing or sleeping on the job.
- Gambling on the premises of the Onsite Company.
- Speeding or reckless driving on the premises of or while performing work for the Onsite Company.
- Leaving an assignment workstation during working time without the permission of your supervisor.
- Posting or removal of notices on any Onsite Company bulletin boards.
- Participating in disorderly conduct, "horseplay", or practical jokes or pranks while on the premises of the Onsite Company.
- Making or inviting personal telephone calls during working time, except in emergency situations.
- Refusal or failure to follow safety rules and procedures.
- Failure to report any work-related injury, accident, incident or unsafe condition.
- Refusing to take a blood or urine test when required by the PEO and/or the Onsite Company.
- Smoking in non-designated areas.
- Engaging in outside employment that interferes with your ability to perform your job at your Onsite Company.
- Unreasonable conduct or interfering with the orderly operation of the Onsite Company.
- Failure to put forth proper effort.
- Carelessness on the job or unsatisfactory job performance.
- Littering or otherwise creating unsanitary conditions on the premises of the Onsite Company.
- Entering the premises of the Onsite Company **or** any client company when not authorized to do so.
- Lending keys or keycards to Onsite Company property to unauthorized persons.
- Solicitation of fellow employees on Onsite Company premises, during working hours.
- Soliciting tips, loans or gifts.
- Failure to dress according to Onsite Company policy.
- Failure to follow instructions or rules regarding the wearing of uniforms, identification badges, personal protective equipment or employee parking requirements.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

4.4 Criminal Activity/Arrests

The Onsite Company will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Onsite Company, whether on or off Onsite Company property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

4.5 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. or your Onsite Employer, unless there is a specific written contract, signed by an officer of your Onsite Employer, altering your at-will status and specifying a specific duration of employment. As an at-will employee, you have the right to sever your employment relationship at any time, for any reason.

Similarly, employment can be terminated at the discretion of your Onsite Employer for any reason, at any time, with or without notice.

Generally, the following forms of termination are recognized:

Termination During Introductory Period - Termination may be initiated by the employee or the Onsite 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 for 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 Onsite Employer time to attempt to recruit and train a replacement. In addition, by giving proper notice, you 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 three (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 Onsite Employer when they believe it is necessary for the employment to end due to misconduct or violation of policy. The employee would not be eligible for re-employment.

Company Property

Upon termination of employment, employees are expected to return all company property to their Onsite Employer. The Onsite Employer may pursue criminal charges for failure to return company property. Employees should not return to the Onsite Employer's premises without the Onsite Employer's permission.

Final Pay

The Onsite Company will pay separated employees in accordance with applicable laws and other sections of this handbook.

5.0 General Policies

5.1 Nonsolicitation/Nondistribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, the Onsite Company and Worksite have implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and nonharassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your Manager.

5.2 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of your Onsite Company. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Onsite Company, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Onsite Company. Contact your Manager to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

5.3 Personal Cell Phone/Mobile Device Use

While your Onsite Company may permit employees to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Onsite Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Onsite Company policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Onsite Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may not connect your personal device to the Onsite Company network or to Onsite Company equipment (computers, printers, etc.).

If your Onsite Company allows use of personal devices for work purposes, before using a personal device for work-related purposes, you must obtain authorization from an appropriate member of your Onsite Company management.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

5.4 Social Media

Your Onsite Company recognizes the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to your Onsite Company, you are expected to follow these guidelines for appropriate use of social media.

This policy applies to all employees who work for the Onsite Company.

Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Onsite Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Onsite Company or PEO.

Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

The Onsite Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Onsite Company policy. Your personal posts and social media activity should not reflect upon or refer to the Onsite Company.

Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Onsite Company.
- Do not create a link from your personal blog, website, or other social networking site to an Onsite Company website that identifies you as speaking on behalf of the Onsite Company.
- Never represent yourself as a spokesperson for the Onsite Company. If the Onsite Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Onsite Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Onsite Company.

Media Contacts

If you are not authorized to speak on behalf of the Onsite Company, do not speak to the media on behalf of the Onsite Company. Direct all media inquiries for official Onsite Company responses to the appropriate Onsite Company official.

Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

5.5 Off-Duty Use of Employer Property or Premises

You may not use Onsite Company property for personal use during working time. This includes use of copy machines, computers, Company products, or office supplies for personal use without prior authorization.

You are prohibited from using Onsite Company facilities during off duty or nonworking hours without the written consent of your Manager.

5.6 Use of Company Technology

This policy is intended to provide Onsite Company employees with the guidelines associated with the use of the Onsite Company information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Onsite Company, and all use of such resources and systems when accessed using your own devices, including but not limited to items such as:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

General Provisions

Onsite Company IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Onsite Company IT resources and communications systems are the property of the Onsite Company. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Company electronic information and communications systems.

The Onsite Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Onsite Company will exercise this right periodically, without prior notice and without prior consent.

The interests of the Onsite Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Onsite Company IT resources and communications systems.

Do not use Onsite Company IT resources and communications systems for any matter that you would like to be kept private or confidential.

Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Onsite Company will also advise law enforcement officials of any illegal conduct.

5.7 Workplace Privacy and Right to Inspect

Onsite Company property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Onsite Company and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Onsite Company premises including that kept in lockers and desks.

5.8 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, employees are required to protect the confidentiality of their Onsite Company's trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Onsite Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

Information given by a customer, client or a patient may be privileged or confidential and should be maintained with strict confidentiality. Employees are encouraged to be careful when discussing company business with outside individuals. Employees may be required to sign a Confidentiality Agreement.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Manager.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

5.9 Inventions

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

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

6.0 Benefits

6.1 Benefits

Your Onsite Employer may offer certain benefits (such as health or retirement benefits, Paid Time Off, paid Holidays, etc.) to employees who meet specific eligibility criteria. Please speak to your Onsite Company representative regarding any benefits offered by your Onsite Employer.

There are some benefits available to all Worksite/PEO employees such as discount programs, loans/advances, EAP, etc. Information about current offerings can be accessed via the Employee Portal.

6.2 Employee Assistance Program (EAP)

Your Onsite Company provides confidential assistance through its employee assistance program (EAP) to all eligible employees and their immediate family members/dependents. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance. These

concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcohol abuse, and drug use. The EAP can help assess the problem, offer guidance, and provide a referral to quality care.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the Onsite Company.

In certain circumstances, you may be referred to the EAP by your Manager due to job performance issues.

EAP services are available to eligible participants without charge; however, the cost of referrals to treatment or rehabilitation is your responsibility if it is not completely covered by insurance.

EAP services can be initiated by contacting the EAP service provider. Current EAP contact information can be found on the Employee Portal.

6.3 Family and Medical Leave (FMLA)

THIS POLICY APPLIES TO EMPLOYERS WITH 50 OR MORE EMPLOYEES

In accordance with the Family and Medical Leave Act of 1993 (FMLA), your Onsite Company provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

Eligibility

To qualify for FMLA leave, you must:

1. Have worked for the Onsite Company for at least 12 months, although it need not be consecutive;
2. Worked at least 1,250 hours in the last 12 months; and
3. Be employed at a worksite that has 50 or more employees within a 75 mile radius.

Leave Entitlement

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is a "rolling" 12-month period measured backward from the date an employee uses FMLA leave, unless your Onsite Employer has selected an alternative measurement period.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

As used in the policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources or appropriate member of management at your Onsite Employer.
- **Health care provider** means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave include:
 - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
 - Attending official ceremonies, programs, or military events;
 - Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and nonroutine child care situations, arranging for school transfers, or attending school or daycare meetings;
 - Making financial and legal arrangements;
 - Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
 - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
 - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
 - Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
 - Other exigencies that arise that are agreed to by both the Onsite Company and you.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the Onsite Company first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Onsite Company.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

Certification of Need for Leave

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from your Onsite Employer. When you request leave, the Onsite Company will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

The Onsite Company may require an examination by a second health care provider designated by them at their expense. If the second health care provider's opinion conflicts with the original medical certification, they, at their expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The Onsite Company also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

Call-In Procedures

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

Intermittent Leave

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the Onsite Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Onsite Company may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

Parental Leave

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid. If you are taking parental, family care, military exigency, and/or military care leave, you must utilize available vacation/PTO, personal days, and/or family illness days during this leave, if available. If you are taking personal medical leave, you must utilize available sick, personal, and vacation/PTO days during this leave. If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize these benefits. However, you may elect to utilize accrued benefits to supplement these benefits.

Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

Health Insurance

Your health insurance coverage will be maintained by the Onsite Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made.

Alternatively, at their option, the Onsite Company may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Onsite Company may require reimbursement for the health insurance premiums paid during the leave.

Reinstatement

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

Spouse Aggregation

If you and your spouse are both employed by the Onsite Company, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the Onsite Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Onsite Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

Alternative Employment

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

Interaction with State and Local Laws

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

Designation of Leave

If the Onsite Company becomes aware of any qualifying reason for FMLA leave, the Onsite Company will designate it as such. An employee may not refuse FMLA designation under this policy.

Retaliation

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

6.4 Military Leave (USERRA)

The Onsite Company complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to the appropriate person at your Onsite Employer than handles leaves of absence. Notify your Manager well in advance from your scheduled absence so that appropriate arrangements can be made. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Manager of your intent to return to employment based on requirements of the law.

6.5 Personal Leave of Absence

Your Onsite Employer recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence. Speak with your Onsite Employer representative or Manager to discuss your situation, eligibility criteria, and their process for requesting leave.

In general, job performance, absenteeism, and departmental requirements can be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of the Onsite Employer.

If you are granted a personal leave of absence, reinstatement to your position or any position is not guaranteed.

Failure to Return from Leave

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned your employment.

Alternative Employment

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Onsite Employer. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

6.6 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at the Onsite Company, no matter how slightly, you are to report the incident immediately to your Manager. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits. To receive workers' compensation benefits, notify the Manager on duty immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

Employees who have caused, contributed to, or been involved in an accident while at work, will be required to submit to a post-accident drug/alcohol test. 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. In accordance with state law, an employee who tests positive for alcohol, illegal drugs, or controlled substance(s) may forfeit coverage under Worksite's workers' compensation coverage for all liability including any medical expenses incurred in connection with the injury.

Any Group health/medical insurance in effect does not cover injuries sustained in the course and scope of employment.

Injured employees are required to keep Worksite informed regarding their treatment status and should forward all medical information associated with their status to Worksite within 24 hours after medical appointments.

Injured employees are required to inform their treating physician or medical facility that light duty work is available. An injured employee will be required to work light duty in accordance with medical instructions.

7.0 Safety and Loss Prevention

7.1 General Safety

It is the responsibility of all employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. Worksite and your Onsite Employer also require that all occupational illnesses or injuries be reported to your Manager as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

All employees must always observe the following safety rules:

- Follow established safety procedures.
- 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 Onsite 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.
- Report all work-related accidents immediately to your Manager (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 Manager 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 management when referred for any specialist treatment.
- Employee must take a drug test for a work-related injury within 24 hours.

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.

7.2 Security

All employees are responsible for helping to make the Onsite Company a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Manager immediately. Refrain from discussing specifics regarding Onsite Company security systems, alarms, passwords, etc. with those outside of the Onsite Company.

Immediately advise your Manager of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Onsite Company. Safety and security are the responsibility of all employees.

7.3 Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of the Onsite Company, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Onsite Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your Manager, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to Human Resources or appropriate member of management at your Onsite Employer.

7.4 Drug and Alcohol-Free Workplace

Purpose

Worksite and your Onsite Employer are committed to maintaining a safe, healthy, and productive work environment. We support our Onsite Employers' efforts to provide professional services for their customers in a timely and efficient manner, maintaining the integrity and security of equipment and workplaces, and to performing these functions in a manner consistent with the best interests of the community, and in compliance with applicable state and federal regulations. Pursuant to these goals, Worksite will maintain a Drug and Alcohol-Free Workplace.

Scope

This policy applies to all employees and candidates for employment, and to Worksite or the Onsite Company's employees in all job classifications at all locations.

Effective Date

The effective date of Worksite's Drug and Alcohol-Free Workplace Program is immediately.

Policy

Employees are not permitted the unlawful possession, unauthorized use, consumption, sale, purchase, distribution, dispensation or manufacture of alcohol or any illegal drugs or illegally obtained drugs in the workplace, on Worksite or the Onsite Company premises or within its facilities, in the conduct of its related work, off its premises, or when operating its vehicles on or off duty. All the aforementioned are strictly prohibited and will be grounds for immediate termination.

Employees are not permitted 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 Worksite's testing program.

Employees are not permitted to report to work or to perform duties while taking prescribed drugs that adversely affect a person's ability to perform safely and effectively their job functions. Employees are required to notify supervisors of all such drug use. Employees may be required to identify the drugs and dosages to a qualified Medical Review Officer. No applicant will be asked what drugs they are prescribed.

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

Employee Assistance

Worksite and/or the Onsite Company 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 Worksite and/or the Onsite Company's desire that individuals will be allowed to address and resolve any drug and alcohol related problems on a confidential basis. This applies to employees only. No applicant is eligible for Employee Assistance. Details are available via the Employee Portal.

Enforcement

The Onsite Company is responsible for policy interpretation, administration, and enforcement. In accordance with Worksite's drug and alcohol-free policies and programs, candidates for employment, and current Worksite and Onsite Company employees, may be required to submit to drug and/or alcohol testing.

Collection and Testing Procedures

All drug testing will be conducted by a 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. When testing is conducted in conjunction with this Program, Worksite or the Onsite Company 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.

All positive results will be transmitted to a Medical Review Officer (MRO), a licensed physician, retained by Worksite, who will offer individuals the opportunity to rebut or explain the results. Individuals may also request that the MRO send their split sample to another federally certified laboratory to be tested at the applicant's or employee's expense. Such requests must be made within 72 hours of notice of test results. If the second facility fails to find evidence of drug/alcohol use, the sample will be treated as having passed the test. In no event shall the MRO communicate to the company a positive test result until such time as the MRO has determined the test to be positive.

Required Testing

1. Pre-Employment Testing will be required for applicants who have received a conditional offer of employment contingent on completing a drug test and producing a negative result.
2. Post-Accident Testing will be conducted when an employee is involved in an accident while at work.
3. Reasonable Suspicion Testing, also known as for-cause or probable-cause testing will be conducted on individualized suspicion of a particular employee based on objective facts that would suggest to a reasonable person that the individual is under the influence in violation of company policy.
4. Additional Testing may be required if an employee is enrolled in Rehabilitation as outlined previously. Additional Testing does not apply to Applicants that have produced a positive test result.
5. Routine Fitness for Duty Testing will be conducted, as outlined previously, on employees that hold safety-sensitive positions.

Confidentiality. All information, interviews, reports, statements, memoranda, and drug test results, received by Worksite or the Onsite Company 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 Worksite or Onsite Company employees are required to adhere to this confidentiality policy.

Consequences of Positive Test Results/Disciplinary Action

1. **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. Any applicant who refuses to cooperate in a drug test will not be hired and be allowed to reapply/retest in the future as stated.
2. **Employees.** Any employee whose test results are confirmed positive may be terminated.

Worksite and/or the Onsite Company 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 Worksite's Drug-Free Workplace Policy.

If an employee is injured in the course and scope of his or her employment at Worksite or the Onsite Company 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 Onsite Company group health/medical insurance in effect does not cover injuries sustained in the course or scope of employment.

Worksite and/or Onsite Company do not desire to intrude into the private lives of its employees but recognizes that employees' off-the-job involvement with drugs and alcohol may have an impact on the workplace. Therefore, the Onsite Company reserves the right to take appropriate disciplinary action for drug use, sale, or distribution while off company premises. All employees who are convicted of, plead guilty to, or are sentenced for a crime involving an illegal drug are required to report the conviction, plea, or sentence to Human Resources or appropriate member of management at your Onsite Employer within five days. Failure to comply will result in automatic discharge. Cooperation in complying may result in suspension without pay to allow management to review the nature of the charges and the employee's past record with the Onsite Company.

Inspection Policy

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

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Employee Handbook (handbook) which includes the appropriate State Addendum, that I have read it, understand it, and agree to comply with it. I understand that my Onsite Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the President of my Onsite Company. I also understand that any delay or failure by the Onsite Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Onsite Company or affect the right of the Onsite Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Onsite Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Onsite Company representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by the Onsite Company.

If I have any questions about the content or interpretation of this handbook, I will contact my Manager.

Signature of Employee: _____

Print Name: _____

Date: _____