

# **Worksite General Handbook**

## **State Addendums**

**February 2023**

## TABLE OF CONTENTS

<b>ALABAMA POLICIES .....</b>	<b>1</b>
<b>HIRING AND ORIENTATION POLICIES .....</b>	<b>1</b>
Disability Accommodation .....	1
EEO Statement and Nonharassment Policy .....	1
Religious Accommodation .....	3
<b>WAGE AND HOUR POLICIES .....</b>	<b>3</b>
Accommodations for Nursing Mothers .....	3
Meal and Rest Periods .....	4
Overtime .....	4
Pay Period .....	4
<b>PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION .....</b>	<b>4</b>
Disciplinary Process .....	4
<b>BENEFITS .....</b>	<b>5</b>
Jury Duty Leave .....	5
Voting Leave .....	5
<b>SAFETY AND LOSS PREVENTION .....</b>	<b>5</b>
Workplace Smoking .....	5
<b>ARIZONA POLICIES .....</b>	<b>6</b>
<b>HIRING AND ORIENTATION POLICIES .....</b>	<b>6</b>
Disability Accommodation .....	6
EEO Statement and Nonharassment Policy .....	6
Religious Accommodation .....	8
<b>WAGE AND HOUR POLICIES .....</b>	<b>8</b>
Accommodations for Nursing Mothers .....	8
Meal and Rest Periods .....	9
Overtime .....	9
Pay Period .....	9
<b>PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION .....</b>	<b>9</b>
Disciplinary Process .....	9
<b>BENEFITS .....</b>	<b>10</b>
Crime Victim Leave .....	10
Jury Duty Leave .....	10
Paid Sick Leave .....	11
Voting Leave .....	11
<b>SAFETY AND LOSS PREVENTION .....</b>	<b>11</b>
Workplace Smoking .....	11
<b>ARKANSAS POLICIES .....</b>	<b>12</b>
<b>HIRING AND ORIENTATION POLICIES .....</b>	<b>12</b>
Disability Accommodation .....	12
EEO Statement and Nonharassment Policy .....	12
Religious Accommodation .....	14
<b>WAGE AND HOUR POLICIES .....</b>	<b>14</b>
Accommodations for Nursing Mothers .....	14
Meal and Rest Periods .....	15
Overtime .....	15
Pay Period .....	15
<b>PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION .....</b>	<b>15</b>
Disciplinary Process .....	15
<b>BENEFITS .....</b>	<b>16</b>
Bone Marrow and Organ Donation Leave .....	16
Crime Victim Leave .....	16
Jury Duty Leave .....	16
Voting Leave .....	17
<b>SAFETY AND LOSS PREVENTION .....</b>	<b>17</b>
Workplace Smoking .....	17
<b>COLORADO POLICIES .....</b>	<b>18</b>
<b>HIRING AND ORIENTATION POLICIES .....</b>	<b>18</b>
Disability Accommodation .....	18
EEO Statement and Nonharassment Policy .....	18
Religious Accommodation .....	20

<b>WAGE AND HOUR POLICIES .....</b>	<b>20</b>
Accommodations for Nursing Mothers.....	20
Meal and Rest Periods.....	21
Overtime.....	21
Pay Period.....	22
<b>PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION.....</b>	<b>22</b>
Disciplinary Process.....	22
<b>BENEFITS .....</b>	<b>22</b>
Family Care Leave.....	22
Domestic Violence Leave.....	22
Jury Duty Leave.....	23
Paid Public Health Emergency Leave.....	23
Paid Sick Leave.....	24
Voting Leave.....	25
<b>SAFETY AND LOSS PREVENTION.....</b>	<b>25</b>
Workplace Smoking.....	25
<b>FLORIDA POLICIES .....</b>	<b>26</b>
<b>HIRING AND ORIENTATION POLICIES.....</b>	<b>26</b>
Disability Accommodation .....	26
EEO Statement and Nonharassment Policy.....	26
Religious Accommodation.....	28
<b>WAGE AND HOUR POLICIES .....</b>	<b>28</b>
Accommodations for Nursing Mothers.....	28
Meal and Rest Periods.....	29
Overtime.....	29
Pay Period.....	29
<b>PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION.....</b>	<b>29</b>
Disciplinary Process.....	29
<b>BENEFITS .....</b>	<b>30</b>
Domestic/Sexual Violence Leave .....	30
Jury Duty Leave.....	31
Voting Leave.....	31
<b>SAFETY AND LOSS PREVENTION.....</b>	<b>31</b>
Workplace Smoking .....	31
<b>GEORGIA POLICIES .....</b>	<b>32</b>
<b>HIRING AND ORIENTATION POLICIES.....</b>	<b>32</b>
Disability Accommodation .....	32
EEO Statement and Nonharassment Policy.....	32
Religious Accommodation.....	34
<b>WAGE AND HOUR POLICIES .....</b>	<b>34</b>
Accommodations for Nursing Mothers.....	34
Meal and Rest Periods.....	35
Overtime.....	35
Pay Period.....	35
<b>PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION.....</b>	<b>35</b>
Disciplinary Process.....	35
<b>BENEFITS .....</b>	<b>36</b>
Court Attendance and Witness Leave.....	36
Jury Duty Leave.....	36
Voting Leave.....	36
<b>SAFETY AND LOSS PREVENTION.....</b>	<b>36</b>
Workplace Smoking .....	36
<b>ILLINOIS POLICIES .....</b>	<b>37</b>
<b>HIRING AND ORIENTATION POLICIES.....</b>	<b>37</b>
Disability Accommodation .....	37
EEO Statement and Nonharassment Policy.....	37
Religious Accommodation.....	41
<b>WAGE AND HOUR POLICIES .....</b>	<b>41</b>
One Day Rest in Seven.....	41
Accommodations for Nursing Mothers.....	41
Meal and Rest Periods.....	41
Overtime.....	42

Pay Period .....	42
<b>PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION .....</b>	<b>42</b>
Disciplinary Process.....	42
<b>BENEFITS .....</b>	<b>42</b>
Bereavement Leave.....	42
Blood Donation Leave.....	44
Domestic/Sexual Violence Leave .....	44
Family Military Leave .....	45
Jury Duty Leave .....	46
School Conference and Activities Leave.....	46
Voting Leave.....	47
Witness Leave .....	47
<b>SAFETY AND LOSS PREVENTION.....</b>	<b>48</b>
Workplace Smoking .....	48
<b>INDIANA POLICIES .....</b>	<b>49</b>
<b>    HIRING AND ORIENTATION POLICIES.....</b>	<b>49</b>
Disability Accommodation .....	49
EEO Statement and Nonharassment Policy.....	49
Religious Accommodation .....	51
<b>    WAGE AND HOUR POLICIES .....</b>	<b>51</b>
Accommodations for Nursing Mothers.....	51
Meal and Rest Periods.....	52
Overtime.....	52
Pay Period .....	52
<b>    PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION .....</b>	<b>52</b>
Disciplinary Process.....	52
<b>    BENEFITS .....</b>	<b>53</b>
Court Attendance and Witness Leave.....	53
Jury Duty Leave .....	53
Military Family Leave .....	53
Voting Leave.....	54
<b>    SAFETY AND LOSS PREVENTION.....</b>	<b>54</b>
Workplace Smoking .....	54
<b>KENTUCKY POLICIES .....</b>	<b>55</b>
<b>    HIRING AND ORIENTATION POLICIES.....</b>	<b>55</b>
Disability Accommodation .....	55
EEO Statement and Nonharassment Policy.....	55
Religious Accommodation .....	57
<b>    WAGE AND HOUR POLICIES .....</b>	<b>57</b>
Accommodations for Nursing Mothers.....	57
Meal and Rest Periods.....	58
Overtime.....	58
Pay Period .....	59
<b>    PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION .....</b>	<b>59</b>
Disciplinary Process.....	59
<b>    BENEFITS .....</b>	<b>59</b>
Adoption Leave.....	59
Court Attendance Leave.....	59
Jury Duty Leave .....	60
Voting Leave.....	60
<b>    SAFETY AND LOSS PREVENTION.....</b>	<b>60</b>
Workplace Smoking .....	60
<b>LOUISIANA POLICIES.....</b>	<b>61</b>
<b>    HIRING AND ORIENTATION POLICIES.....</b>	<b>61</b>
Disability Accommodation .....	61
EEO Statement and Nonharassment Policy.....	61
Religious Accommodation .....	63
<b>    WAGE AND HOUR POLICIES .....</b>	<b>64</b>
Accommodations for Nursing Mothers.....	64
Meal and Rest Periods.....	64
Overtime.....	64
Pay Period .....	64

<b>PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION</b>	65
Disciplinary Process	65
<b>BENEFITS</b>	65
Bone Marrow Donation Leave	65
Jury Duty Leave	65
Pregnancy Disability Leave	65
Voting Leave	66
<b>SAFETY AND LOSS PREVENTION</b>	66
Workplace Smoking	66
<b>MISSISSIPPI POLICIES</b>	67
<b>HIRING AND ORIENTATION POLICIES</b>	67
Disability Accommodation	67
EEO Statement and Nonharassment Policy	67
Religious Accommodation	69
<b>WAGE AND HOUR POLICIES</b>	69
Accommodations for Nursing Mothers	69
Meal and Rest Periods	70
Overtime	70
Pay Period	70
<b>PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION</b>	70
Disciplinary Process	70
<b>BENEFITS</b>	71
Crime Victim Leave	71
Jury Duty Leave	71
Voting Leave	71
<b>SAFETY AND LOSS PREVENTION</b>	71
Workplace Smoking	71
<b>MONTANA POLICIES</b>	72
<b>HIRING AND ORIENTATION POLICIES</b>	72
Disability Accommodation	72
EEO Statement and Nonharassment Policy	72
Religious Accommodation	74
<b>WAGE AND HOUR POLICIES</b>	74
Accommodations for Nursing Mothers	74
Meal and Rest Periods	75
Overtime	75
Pay Period	75
<b>PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION</b>	75
Disciplinary Process	75
<b>BENEFITS</b>	76
Crime Victim Leave	76
Jury Duty Leave	76
Maternity Leave	76
Voting Leave	77
<b>SAFETY AND LOSS PREVENTION</b>	77
Workplace Smoking	77
<b>NEVADA POLICIES</b>	78
<b>HIRING AND ORIENTATION POLICIES</b>	78
Disability Accommodation	78
EEO Statement and Nonharassment Policy	78
Religious Accommodation	80
<b>WAGE AND HOUR POLICIES</b>	80
Accommodations for Nursing Mothers	80
Meal and Rest Periods	81
Overtime	81
Pay Period	81
<b>PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION</b>	81
Disciplinary Process	81
<b>BENEFITS</b>	82
Court Attendance and Witness Leave	82
COVID-19 Vaccination Leave	82
Domestic Violence Leave	82

Jury Duty Leave.....	83
Paid Leave.....	83
School Visitation Leave.....	84
Voting Leave.....	84
<b>SAFETY AND LOSS PREVENTION.....</b>	<b>85</b>
Workplace Smoking .....	85
<b>NORTH CAROLINA POLICIES.....</b>	<b>86</b>
<b>HIRING AND ORIENTATION POLICIES.....</b>	<b>86</b>
Disability Accommodation .....	86
EEO Statement and Nonharassment Policy.....	86
Religious Accommodation.....	88
<b>WAGE AND HOUR POLICIES .....</b>	<b>88</b>
Accommodations for Nursing Mothers.....	88
Meal and Rest Periods.....	89
Overtime.....	89
Pay Period.....	89
<b>PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION.....</b>	<b>89</b>
Disciplinary Process.....	89
<b>BENEFITS .....</b>	<b>90</b>
Domestic Violence Leave.....	90
Jury Duty Leave.....	90
School Visitation Leave.....	90
Voting Leave.....	90
<b>SAFETY AND LOSS PREVENTION.....</b>	<b>91</b>
Workplace Smoking .....	91
<b>SOUTH CAROLINA POLICIES.....</b>	<b>92</b>
<b>COVER PAGE – ACKNOWLEDGMENT .....</b>	<b>92</b>
<b>HIRING AND ORIENTATION POLICIES.....</b>	<b>93</b>
Disability Accommodation .....	93
EEO Statement and Nonharassment Policy.....	94
Religious Accommodation.....	95
<b>WAGE AND HOUR POLICIES .....</b>	<b>96</b>
Accommodations for Nursing Mothers.....	96
Meal and Rest Periods.....	96
Overtime.....	96
Pay Period.....	97
<b>PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION.....</b>	<b>97</b>
Disciplinary Process.....	97
<b>BENEFITS .....</b>	<b>97</b>
Bone Marrow Donation Leave.....	97
Crime Victim and Witness Leave.....	97
Jury Duty Leave.....	98
Voting Leave.....	98
<b>SAFETY AND LOSS PREVENTION.....</b>	<b>98</b>
Workplace Smoking .....	98
<b>TENNESSEE POLICIES.....</b>	<b>99</b>
<b>HIRING AND ORIENTATION POLICIES .....</b>	<b>99</b>
Disability Accommodation .....	99
EEO Statement and Nonharassment Policy.....	99
Religious Accommodation.....	101
Workplace Bullying .....	101
Complaint Process.....	102
<b>WAGE AND HOUR POLICIES .....</b>	<b>104</b>
Accommodations for Nursing Mothers.....	104
Meal and Rest Periods.....	104
Overtime.....	104
Pay Period.....	104
<b>PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION.....</b>	<b>105</b>
Disciplinary Process.....	105
<b>BENEFITS .....</b>	<b>105</b>
Veterans Day Leave.....	105
Jury Duty Leave.....	105

Voting Leave.....	106
<b>SAFETY AND LOSS PREVENTION.....</b>	<b>106</b>
Workplace Smoking .....	106
<b>TEXAS POLICIES .....</b>	<b>107</b>
<b>HIRING AND ORIENTATION POLICIES.....</b>	<b>107</b>
Disability Accommodation .....	107
EEO Statement and Nonharassment Policy.....	107
Religious Accommodation.....	109
<b>WAGE AND HOUR POLICIES .....</b>	<b>109</b>
Accommodations for Nursing Mothers.....	109
Meal and Rest Periods.....	110
Overtime.....	110
Pay Period.....	110
<b>PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION.....</b>	<b>110</b>
Disciplinary Process.....	110
<b>BENEFITS .....</b>	<b>111</b>
Jury Duty Leave.....	111
Voting Leave.....	111
Witness Leave .....	111
<b>SAFETY AND LOSS PREVENTION.....</b>	<b>111</b>
Workplace Smoking .....	111
<b>VIRGINIA POLICIES .....</b>	<b>112</b>
<b>HIRING AND ORIENTATION POLICIES.....</b>	<b>112</b>
Disability Accommodation .....	112
EEO Statement and Nonharassment Policy.....	112
Religious Accommodation.....	114
<b>WAGE AND HOUR POLICIES .....</b>	<b>115</b>
Accommodations for Nursing Mothers.....	115
Meal and Rest Periods.....	115
Overtime.....	115
Pay Period.....	115
<b>PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION.....</b>	<b>116</b>
Disciplinary Process.....	116
<b>GENERAL POLICIES .....</b>	<b>116</b>
Access to Personnel and Medical Records Files.....	116
<b>BENEFITS .....</b>	<b>116</b>
Court Attendance and Witness Leave.....	116
Crime Victim Leave.....	117
Jury Duty Leave.....	117
Voting Leave.....	118
<b>SAFETY AND LOSS PREVENTION.....</b>	<b>118</b>
Workplace Smoking .....	118
<b>ACKNOWLEDGMENT OF RECEIPT AND REVIEW .....</b>	<b>119</b>

# **Alabama Policies**

## **Hiring and Orientation Policies**

### **Disability Accommodation**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES**

Your Onsite Employer complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, your Onsite Employer will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, your Onsite Employer will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, they may need your permission to obtain additional information from your medical provider. All medical information received by your Onsite Employer in connection with a request for accommodation will be treated as confidential.

Your Onsite Employer encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, your Onsite Employer is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on your Onsite Employer.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Your Onsite Employer will not discriminate or retaliate against employees for requesting an accommodation.

### **EEO Statement and Nonharassment Policy**

#### **Equal Opportunity Statement**

Your Onsite Employer is committed to the principles of equal employment. They are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is their intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. Your Onsite Employer is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay,

and other compensation, termination, and all other terms, conditions, and privileges of employment.

Your Onsite Employer will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. Your Onsite Employer will take appropriate corrective action, if and where warranted. Your Onsite Employer prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Manager or any other designated member of management.

#### Policy Against Workplace Harassment

Your Onsite Employer has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) 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.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to your Onsite Employer or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

#### Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on their premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

#### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify any member of management.

Your Onsite Employer prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

They will promptly and thoroughly investigate any claim and take appropriate action where they find a claim has merit. To the extent possible, they will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If your Onsite Employer determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, your Onsite Employer may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, your Onsite Employer will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

#### **Religious Accommodation**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES**

Your Onsite Employer is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from your Onsite Employer's dress code or the individual's schedule, basic job duties, or other aspects of employment. Your Onsite Employer will consider the request but reserves the right to offer their own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation.

If you require a religious accommodation, speak with your Manager.

#### **Wage and Hour Policies**

#### **Accommodations for Nursing Mothers**

Your Onsite Employer will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt your Onsite Employer's operations.

You are encouraged to discuss the length and frequency of these breaks with your Manager.

## **Meal and Rest Periods**

Your Onsite Employer strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. Your Onsite Employer requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

## **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance by your Manager.

At certain times your Onsite Employer may require you to work overtime. They will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

The standard pay period varies depending upon your Onsite Employer. Check with your Manager for details.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

## **Performance, Discipline, Layoff, and Termination**

### **Disciplinary Process**

Violation of your Onsite Employer's policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. Your Onsite Employer encourages a system of progressive discipline depending on the type of prohibited conduct. However, your Onsite Employer is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

## **Benefits**

### **Jury Duty Leave**

Your Onsite Employer encourages employees to fulfill their civic duties related to jury duty. If you receive a summons to report to jury duty, you must show the summons to your manager on your next day of work. You will be granted leave for the duration of the required jury duty.

Full-time employees will receive their regular compensation while serving on jury duty, less any fees or compensation — but not expenses — received for serving as a juror. For part-time employees, time spent engaged in attending court for prospective jury service or for serving as a juror is not compensable; however, exempt employees will not incur any reduction in pay for a partial week's absence due to jury duty.

If you are called to jury duty, you will not be requested or required to use annual, sick, unpaid, or vacation leave for participating in the jury selection process or serving on a jury.

Your Onsite Employer reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

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

### **Voting Leave**

If you begin work two or more hours after the polls open or complete work at least one hour before the polls close, you will be deemed to have sufficient time outside of work hours to vote. If your work schedule prevents you from voting, you will be provided reasonable time off to vote. Time off to vote is unpaid; however, exempt employees may receive pay as required by applicable law. You must provide your Manager with reasonable advance notice of the need for time off to vote. Your Onsite Employer may specify the hours during which you may be absent to vote.

## **Safety and Loss Prevention**

### **Workplace Smoking**

Your Onsite Employer is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

## **Arizona Policies**

### **Hiring and Orientation Policies**

#### **Disability Accommodation**

##### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES**

Your Onsite Employer complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, your Onsite Employer will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, your Onsite Employer will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, they may need your permission to obtain additional information from your medical provider. All medical information received by your Onsite Employer in connection with a request for accommodation will be treated as confidential.

Your Onsite Employer encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, your Onsite Employer is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on your Onsite Employer.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Your Onsite Employer will not discriminate or retaliate against employees for requesting an accommodation.

#### **EEO Statement and Nonharassment Policy**

##### **Equal Opportunity Statement**

Your Onsite Employer is committed to the principles of equal employment. They are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is their intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. Your Onsite Employer is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

Your Onsite Employer will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. Your Onsite Employer will take appropriate corrective action, if and where warranted. Your Onsite Employer prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with any member of management.

#### *Policy Against Workplace Harassment*

Your Onsite Employer has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### *Sexual Harassment*

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) 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.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to your Onsite Employer or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

#### *Other Harassment*

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on their premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify any member of management.

Your Onsite Employer prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

They will promptly and thoroughly investigate any claim and take appropriate action where they find a claim has merit. To the extent possible, they will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If your Onsite Employer determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, your Onsite Employer may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, your Onsite Employer will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

### **Religious Accommodation**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES**

Your Onsite Employer is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from your Onsite Employer's dress code or the individual's schedule, basic job duties, or other aspects of employment. Your Onsite Employer will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. .

If you require a religious accommodation, speak with your Manager.

### **Wage and Hour Policies**

#### **Accommodations for Nursing Mothers**

Your Onsite Employer will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt your Onsite Employer's operations.

You are encouraged to discuss the length and frequency of these breaks with your Manager.

## **Meal and Rest Periods**

Your Onsite Employer strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. Your Onsite Employer requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

## **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance by your Manager.

At certain times your Onsite Employer may require you to work overtime. They will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

The standard pay period varies depending upon your Onsite Employer. Check with your Manager for details.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

## **Performance, Discipline, Layoff, and Termination**

### **Disciplinary Process**

Violation of your Onsite Employer's policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. Your Onsite Employer encourages a system of progressive discipline depending on the type of prohibited conduct. However, your Onsite Employer is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

## **Benefits**

### **Crime Victim Leave**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 50 OR MORE EMPLOYEES**

Your Onsite Employer is committed to providing victim's leave to eligible employees in accordance with Arizona's victim leave law (Ariz. Rev. Stat. § 13-4439; § 8-420). This law authorizes employees who are victims of crimes to leave work to exercise the right to be present at legal proceedings related to the crime.

A **victim** is:

- A person against whom the criminal offense has been committed; or
- If the person is killed or incapacitated, the person's immediate family (victim's spouse, parent, child, sibling, grandparent, or lawful guardian) or other lawful representative (person who is designated by the victim or appointed by the court and who acts in the best interests of the victim), except if the person is in custody for an offense or is the accused.

**Legal proceedings** include:

- Initial appearances and detention hearings.
- Post-conviction release proceedings.
- Plea negotiations and sentencing.
- Disposition and pre-disposition proceedings.
- Probation modification, revocation, disposition, or termination proceedings.
- Re-examination proceedings.
- Order of protection (an injunction against harassment or any other injunctive relief to help ensure the health, safety, or welfare of the victim or the victim's child).

Prior to taking leave, you must provide your Manager with a copy of the notice of each scheduled proceeding that is provided by the agency responsible for providing notice, a court order to which you are subject, or any other proper documentation, unless advance notice is not feasible. If advance notice is not feasible, you must provide appropriate documentation within a reasonable time after the absence.

Your Onsite Employer will keep all records related to your leave confidential.

The leave provided to attend proceedings is unpaid; however, you may choose to use accrued benefits, such as existing vacation time, sick time, personal leave time, or other accrued paid time off, if applicable.

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

### **Jury Duty Leave**

Your Onsite Employer encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use PTO/vacation in place of unpaid leave, if applicable.

Your Onsite Employer reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

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

## **Paid Sick Leave**

Your Onsite Employer complies with the requirement to provide paid sick leave in accordance with Arizona's Fair Wages and Healthy Families Act.

If your Onsite Employer does not have an existing paid leave policy that fulfills the minimum requirements of the law, they will provide paid sick leave in either the Frontloading Method (all at once) or via the Accrual Method (an accrual schedule) in the following amounts:

- Employers with 15 or more employees: Employees must accrue a minimum of one hour of earned paid sick time for every 30 hours worked, but employees are not entitled to accrue or use more than 40 hours of earned paid sick time per year, unless the employer selects a higher limit.
- Employers with fewer than 15 employees: Employees must accrue a minimum of one hour of earned paid sick time for every 30 hours worked, but employees are not entitled to accrue or use more than 24 hours of earned paid sick time per year, unless the employer sets a higher limit.

See your Manager at your Onsite Employer for more details on this benefit.

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

You have a right to file a complaint if you are denied sick leave or are subjected to retaliation. You are encouraged to notify your Onsite Employer if you feel your rights have been violated. You may also contact, and file a complaint with, the Industrial Commission of Arizona at P.O. Box 19070, Phoenix, AZ 85005.

## **Voting Leave**

If your work schedule prevents you from voting on Election Day, your Onsite Employer will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Manager, consistent with applicable legal requirements. The time will be paid if it otherwise would have been work time.

## **Safety and Loss Prevention**

### **Workplace Smoking**

Your Onsite Client is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

## **Arkansas Policies**

### **Hiring and Orientation Policies**

#### **Disability Accommodation**

##### **THIS POLICY APPLIES TO EMPLOYERS WITH 9 OR MORE EMPLOYEES**

Your Onsite Employer complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, your Onsite Employer will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, your Onsite Employer will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, they may need your permission to obtain additional information from your medical provider. All medical information received by your Onsite Employer in connection with a request for accommodation will be treated as confidential.

Your Onsite Employer encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, your Onsite Employer is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on your Onsite Employer.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Your Onsite Employer will not discriminate or retaliate against employees for requesting an accommodation.

#### **EEO Statement and Nonharassment Policy**

##### **Equal Opportunity Statement**

##### **THIS POLICY APPLIES TO EMPLOYERS WITH 9 OR MORE EMPLOYEES**

Your Onsite Employer is committed to the principles of equal employment. They are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is their intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. Your Onsite Employer is dedicated to the fulfillment of this policy in regard to all aspects of

employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

Your Onsite Employer will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. Your Onsite Employer will take appropriate corrective action, if and where warranted. Your Onsite Employer prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with any member of management.

#### *Policy Against Workplace Harassment*

Your Onsite Employer has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### *Sexual Harassment*

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) 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.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to your Onsite Employer or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

#### *Other Harassment*

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on their premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify any member of management.

Your Onsite Employer prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

They will promptly and thoroughly investigate any claim and take appropriate action where they find a claim has merit. To the extent possible, they will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If your Onsite Employer determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, your Onsite Employer may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, your Onsite Employer will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

### **Religious Accommodation**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 9 OR MORE EMPLOYEES**

Your Onsite Employer is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from your Onsite Employer's dress code or the individual's schedule, basic job duties, or other aspects of employment. Your Onsite Employer will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation.

If you require a religious accommodation, speak with your Manager.

### **Wage and Hour Policies**

#### **Accommodations for Nursing Mothers**

Your Onsite Employer will provide nursing mothers reasonable break time to express milk for their infant child.

If you are nursing, your Onsite Employer will provide you a private, secure, and sanitary room or other location in close proximity to the work area, other than a restroom, to express milk. The room or location will be shielded from view and free from intrusion from coworkers and the public.

The break time must, if possible, run concurrently with any break time already provided to you. If you are nonexempt, clock in and out/record the start and end time for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid as permissible under applicable law.

You are encouraged to discuss the length and frequency of these breaks with your Manager.

Your Onsite Employer will not discriminate or retaliate against employees who express milk in the workplace in accordance with this policy.

## **Meal and Rest Periods**

Your Onsite Employer strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. Your Onsite Employer requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

## **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance by your Manager.

At certain times your Onsite Employer may require you to work overtime. They will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

Standard pay periods vary at Onsite Employers. Check with your Manager for additional details.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

## **Performance, Discipline, Layoff, and Termination**

### **Disciplinary Process**

Violation of your Onsite Employer's policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. Your Onsite Employer encourages a system of progressive discipline depending on the type of prohibited conduct. However, your Onsite Employer is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

## **Benefits**

### **Bone Marrow and Organ Donation Leave**

Your Onsite Employer will provide eligible employees with up to 90 days of unpaid leave to serve as a bone marrow or organ donor.

All employees in Arkansas are eligible for bone marrow or organ donation leave; however, if you are eligible for leave under the federal Family and Medical Leave Act, you may not take leave under this policy. To request leave under the policy, provide reasonable written notice of the need for leave to your Manager.

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

### **Crime Victim Leave**

Your Onsite Employer will provide employees who are the victim, or the representative of a victim, of a violent crime or sex offense with time off to:

- Participate, at the prosecuting attorney's request, in the preparation of a criminal justice proceeding relating to the crime; or
- Attend a criminal justice proceeding if attendance is reasonably necessary to protect the interests of the victim.

You will be eligible for time off if you are:

- The victim of the violent crime (felony resulting in physical injury to the victim or involving the use of a deadly weapon, terroristic threatening, and stalking) or sex offense at issue in the proceedings;
- A minor who is a victim of kidnapping, false imprisonment, permanent detention, or restraint;
- The victim's spouse, child by birth or adoption, stepchild, parent, stepparent, or sibling; or
- An individual designated by the victim or by a court in which the crime is being, or could be prosecuted.

Time off under this policy will be unpaid; however if you are classified as exempt you may be paid as required by applicable federal or state law. If you are accountable for the crime or a crime arising from the same conduct, you will not be eligible for leave under this policy.

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

### **Jury Duty Leave**

Your Onsite Employer encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use PTO/vacation in place of unpaid leave, if applicable.

Your Onsite Employer reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

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

## **Voting Leave**

If your work schedule prevents you from voting on Election Day, your Onsite Employer will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Manager, consistent with applicable legal requirements.

## **Safety and Loss Prevention**

### **Workplace Smoking**

Your Onsite Employer is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

# **Colorado Policies**

## **Hiring and Orientation Policies**

### **Disability Accommodation**

Your Onsite Employer complies with the Americans with Disabilities Act (ADA), the Colorado Anti-Discrimination Act (as amended by the Pregnant Workers Fairness Act), and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities (including pregnancy-related disabilities and health conditions related to pregnancy or the physical recovery from childbirth). Consistent with this commitment, your Onsite Employer will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, your Onsite Employer will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, they may need your permission to obtain additional information from your medical provider. All medical information received by your Onsite Employer in connection with a request for accommodation will be treated as confidential.

Your Onsite Employer encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, your Onsite Employer is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on your Onsite Employer.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Your Onsite Employer will not discriminate or retaliate against employees for requesting an accommodation.

### **EEO Statement and Nonharassment Policy**

#### **Equal Opportunity Statement**

Your Onsite Employer is committed to the principles of equal employment. They are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is their intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 or older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related conditions), race (including hair texture, hair type, or a protective hairstyle commonly or historically associated with race, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps), national origin, disability, creed, religion, genetic information, ancestry, military or veteran status, or any other status protected by federal, state, or local laws. Your Onsite Employer is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

Your Onsite Employer will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. Your Onsite Employer will take appropriate corrective action, if and where warranted. Your Onsite Employer prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Manager or any other designated member of management.

#### *Policy Against Workplace Harassment*

Your Onsite Employer has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 or older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related conditions), race (including hair texture, hair type, or a protective hairstyle commonly or historically associated with race, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps), national origin, disability, creed, religion, genetic information, ancestry, military or veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### *Sexual Harassment*

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) 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.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to your Onsite Employer or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

#### *Other Harassment*

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age (40 or older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related conditions), race (including hair texture, hair type, or a protective hairstyle commonly or historically associated with race, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps), national origin, disability, creed, religion, genetic information, ancestry, military or veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on their premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

#### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify any member of management.

They will promptly and thoroughly investigate any claim and take appropriate action where they find a claim has merit. To the extent possible, they will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If your Onsite Employer determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, your Onsite Employer may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, your Onsite Employer will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

#### **Religious Accommodation**

Your Onsite Employer is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from your Onsite Employer's dress code or the individual's schedule, basic job duties, or other aspects of employment. Your Onsite Employer will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation.

If you require a religious accommodation, speak with your Manager.

#### **Wage and Hour Policies**

##### **Accommodations for Nursing Mothers**

Your Onsite Employer will provide nursing mothers reasonable break time to express milk for their infant child for up to two years following the child's birth.

If you are nursing, your Onsite Employer will provide you a private room or other location in close proximity to the work area, other than a restroom, to express milk. The room or location will be shielded from view and free from intrusion from coworkers and the public.

The break time must, if possible, run concurrently with any break time already provided. If you are nonexempt, clock in and out/record the start and end time for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid as permissible under applicable law.

You are encouraged to discuss the length and frequency of these breaks with your Manager.

Your Onsite Employer will not discriminate or retaliate against employees who express milk in the workplace in accordance with this policy.

## **Meal and Rest Periods**

Your Onsite Employer strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. Your Onsite Employer requires employees to accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking an uninterrupted meal or rest period.

In Colorado, employees are entitled to an uninterrupted and duty-free unpaid 30-minute meal period for all shifts exceeding five consecutive hours. If practical, these meal periods will be at least one hour after the start and one hour before the end of the shift. If this is not possible or is impractical, you will be permitted to consume an "on duty" meal while performing your work duties, and this meal period will be paid.

Additionally, you are entitled to a paid 10-minute rest period for each four hours of work, or major fraction thereof, as follows:

<b>Periods Required</b>	<b>Number of rest breaks</b>
2 or fewer	0
Over 2, and up to 6	1
Over 6, and up to 10	2
Over 10, and up to 14	3
Over 14, and up to 18	4
Over 18, and up to 22	5
Over 22	6

Rest periods must be in the middle of each four-hour work period, unless it is impractical. It is not necessary that you leave your Onsite Employer's property for a rest period. Rest periods will be 10 minutes unless otherwise provided by applicable law.

Required rest periods are "time worked" for the purposes of calculating minimum wage and overtime obligations.

## **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance by your Manager.

At certain times your Onsite Employer may require you to work overtime. They will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for hours worked in excess of 40 hours in a workweek, 12 hours per workday, and 12 consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods), whichever

calculation results in the greater payment of wages. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

Onsite Employer pay periods vary. Check with your Manager for additional details.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

## **Performance, Discipline, Layoff, and Termination**

### **Disciplinary Process**

Violation of your Onsite Employer's policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. Your Onsite Employer encourages a system of progressive discipline depending on the type of prohibited conduct. However, your Onsite Employer is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

## **Benefits**

### **Family Care Leave**

In accordance with Colorado's Family Care Act, if you are eligible for leave under the federal Family and Medical Leave Act (FMLA), you may also take leave to care for a person who has a serious health condition (as defined under the FMLA) if that person:

- Is your partner in a civil union (as defined under Colorado law); or
- Is your domestic partner, and:
- Has registered the domestic partnership with the municipality in which they reside or with the state, if applicable; or
- Is recognized by your Onsite Employer as your domestic partner.

When requesting leave under this policy, you may be required to provide reasonable documentation or a written statement of family relationship, in accordance with the FMLA, to confirm your relationship status. Additionally, you may be required to submit the same certification as required under the FMLA.

Leave will run concurrently with other types of leave where permitted under applicable law.

See the FMLA policy for additional information.

### **Domestic Violence Leave**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 50 OR MORE EMPLOYEES**

Your Onsite Employer will provide Employees who are victims of domestic violence, including sexual abuse, stalking, sexual assault, or any other crime including an act found by a court to be domestic violence, up to three days of leave time within a 12-month period.

## Eligibility

You must have been employed with your Onsite Employer for 12 or more months to be eligible for this leave.

## Use of Leave

You may use leave available under this policy to:

- Seek a civil protection order to prevent domestic abuse.
- Obtain medical care and/or medical health counseling for yourself or your children to address physical or psychological injuries resulting from the act of domestic abuse, stalking, sexual assault, or other crime involving domestic violence.
- Make your home secure from the perpetrator of the crime or seek new housing to escape the perpetrator.
- Seek legal assistance to address issues arising from the crime and attend and prepare for court-related proceedings arising from the act or crime.

## Notice

Except in a case of imminent danger, if you are seeking leave from work under this policy you must provide your Onsite Employer with advance notice of the leave. In addition, your Onsite Employer may require you to provide documentation verifying the need for the leave. Confidentiality of the situation will be maintained to the extent possible.

## Retaliation

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

## **Jury Duty Leave**

Your Onsite Employer encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Manager as soon as possible to make scheduling arrangements.

If you are summoned for jury duty, you will be paid your regular wage (not to exceed \$50 per day unless mutually agreed to) for the first three days of juror service or any part thereof. For any additional days, time spent on jury duty will be unpaid.

Your Onsite Employer reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

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

## **Paid Public Health Emergency Leave**

In addition to the paid sick leave provided under the Colorado Paid Sick Leave Policy, your Onsite Employer will provide you with paid public health emergency leave, in accordance with the Colorado Healthy Families and Workplaces Act, for a declared public health emergency. **Public health emergency** means:

- An act of bioterrorism, a pandemic influenza, or an epidemic caused by a novel and highly fatal infectious agent, for which 1) an emergency is declared by a federal, state, or local public health agency; or 2) a disaster emergency is declared by the governor; or
- A highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the governor.

Public health emergency leave may be used for the following reasons:

1. To self-isolate due to either being diagnosed with, or having symptoms of, a communicable illness that is the cause of a public health emergency;
2. To seek diagnosis, treatment, or care (including preventive care) of such illness;
3. Exclusion from work by a government health official, or by your employer, due to your exposure to, or symptoms of, such illness;
4. Inability to work due to a health condition that may increase your susceptibility or risk of such illness; or
5. To care for a child or other family member who is in category 1, 2, or 3 above, or whose school, childcare provider, or other care provider is either unavailable, closed, or providing remote instruction due to the public health emergency.

Public health emergency leave will be provided, as needed, in addition to any paid sick leave that you have already accrued. If you normally work 40 or more hours in a week, you will be provided with enough public health emergency leave to ensure that you are able to take 80 hours of leave during a public health emergency. If you work fewer than 40 hours per week, you will be provided with enough public health emergency leave to ensure that you are able to take leave equal to the amount of time that you are scheduled to work in a 14-day period or the amount of time you actually work on average in a 14-day period—whichever is greater.

You may use any public health emergency leave that is provided under this policy before using any paid sick leave that you have accrued prior to the public health emergency.

Public health emergency leave expires four weeks after the official termination or suspension of the public health emergency. During a public health emergency, you will continue to accrue paid sick leave as outlined in the Colorado Paid Sick Leave Policy.

You must provide notice of your need for public health emergency leave as soon as practical if your need for leave is foreseeable and your Onsite Employer is not closed. If the need for leave is unforeseeable, provide notice as soon as possible.

You will not be required to provide any documentation for public health emergency leave.

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

## **Paid Sick Leave**

Your Onsite Employer complies with the requirement to provide paid sick leave to eligible employees in accordance with the Colorado Healthy Families and Workplaces Act.

If your Onsite Employer does not have an existing paid leave policy that fulfills the minimum requirements of the law, they will provide paid sick leave in either the Frontloading Method (all at once) or via the Accrual Method (an accrual schedule). See your Manager at your Onsite Employer for details regarding this benefit.

### **Accrual Method**

Employees accrue one hour of paid sick leave for every 30 hours worked up to a maximum accrual of 48 hours in a leave year. Employees will begin accruing sick leave on their first day of employment. Your Onsite Employer will determine the leave year (e.g., calendar year, fiscal year, year from an employee hire date, etc.) Exempt employees are presumed to work 40 hours per week unless they regularly work less, in which case accrual is based on their regular schedule.

Accrual begins immediately upon employment. Employers may cap yearly accrual and carryover to 48 hours, except as required for PHEL.

### Front Loading Method

Instead of hour-by-hour accrual, employers may choose to use a lump sum method of providing sick leave by granting each employee 48 hours of paid sick leave at the beginning of each year. The default benefit year is the calendar year unless your Onsite Employer designates a different regular consecutive 12-month period as its benefit year in its policy.

Employees may use a maximum of 48 hours of sick leave in a leave year. Employees may carry over up to 48 hours of unused accrued sick leave to the following leave year; however, the maximum amount of leave you may have in your sick leave bank at any given time is 48 hours.

Sick leave will run concurrently with the federal Family and Medical Leave Act and/or other leaves where permitted under state and federal law.

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

### **Voting Leave**

Upon prior request (before Election Day), you will be provided up to two hours of paid time off to vote if you do not have three or more nonworking hours in which to vote during the hours the polls are open. The time when you can go to vote will be at the discretion of your Manager, consistent with applicable legal requirements.

### **Safety and Loss Prevention**

#### **Workplace Smoking**

Your Onsite Employer is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

## **Florida Policies**

### **Hiring and Orientation Policies**

#### **Disability Accommodation**

##### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES**

Your Onsite Employer complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, your Onsite Employer will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, your Onsite Employer will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, they may need your permission to obtain additional information from your medical provider. All medical information received by your Onsite Employer in connection with a request for accommodation will be treated as confidential.

Your Onsite Employer encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, your Onsite Employer is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on your Onsite Employer.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Your Onsite Employer will not discriminate or retaliate against employees for requesting an accommodation.

#### **EEO Statement and Nonharassment Policy**

##### **Equal Opportunity Statement**

Your Onsite Employer is committed to the principles of equal employment. They are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is their intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, military or veteran status, or any other status protected by federal, state, or local laws. Your Onsite Employer is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination and all other terms conditions and privileges of employment.

Your Onsite Employer will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. Your Onsite Employer will take appropriate corrective action, if and where warranted. Your Onsite Employer prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with any member of management.

#### *Policy Against Workplace Harassment*

Your Onsite Employer has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, military or veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### *Sexual Harassment*

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) 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.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to your Onsite Employer or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

#### *Other Harassment*

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age (40 and older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, military or veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on their premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify any member of management.

Your Onsite Employer prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

They will promptly and thoroughly investigate any claim and take appropriate action where they find a claim has merit. To the extent possible, they will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If your Onsite Employer determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, your Onsite Employer may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, your Onsite Employer will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

### **Religious Accommodation**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES**

Your Onsite Employer is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from your Onsite Employer's dress code or the individual's schedule, basic job duties, or other aspects of employment. Your Onsite Employer will consider the request but reserves the right to offer their own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation.

If you require a religious accommodation, speak with your Manager.

### **Wage and Hour Policies**

#### **Accommodations for Nursing Mothers**

Your Onsite Employer will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt your Onsite Employer's operations.

You are encouraged to discuss the length and frequency of these breaks with your Manager.

## **Meal and Rest Periods**

Your Onsite Employer strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. Your Onsite Employer requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

## **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance by your Manager.

At certain times your Onsite Employer may require you to work overtime. They will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

Onsite Employer pay periods vary. Check with your Manager for additional details.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

## **Performance, Discipline, Layoff, and Termination**

### **Disciplinary Process**

Violation of your Onsite Employer's policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. Your Onsite Employer encourages a system of progressive discipline depending on the type of prohibited conduct. However, your Onsite Employer is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

## **Benefits**

### **Domestic/Sexual Violence Leave**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 50 OR MORE EMPLOYEES**

Your Onsite Employer will provide employees who are victims of domestic or sexual violence, or whose family or household member is a victim of domestic violence, with up to three days of unpaid leave in any 12-month period for certain qualifying reasons.

#### Eligibility

To be eligible for domestic/sexual violence leave you must have worked for your Onsite Employer for at least three months.

#### Leave Usage

You may take domestic/sexual violence leave to:

- Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating, or sexual violence.
- Obtain medical care or mental health counseling for yourself or your family or household member to address physical or psychological injuries resulting from domestic violence.
- Obtain services from a victim services organization for yourself or your family or household member.
- Make your home secure from the perpetrator of domestic violence or seek new housing to escape the perpetrator.
- Seek legal assistance in addressing issues arising from domestic violence or prepare for and attend court-related proceedings arising from domestic violence.

**Family or household member** means your spouse, former spouse, persons related to you by blood or marriage, persons who are presently residing with you as if they are family or who have resided with you in the past as if they are family, and persons who have a child in common with you regardless of whether you have been married to them. With the exception of persons who have a child in common with you, the family or household members must be currently residing with you or have in the past resided with you in the same single dwelling unit.

#### Notice

Except in the case of imminent danger to your health and safety or that of your family or household member, you must provide reasonable advance notice of your need for leave. You may be required to provide documentation showing evidence of your need for leave.

#### Compensation

Leave under this policy is unpaid.

#### Confidentiality

Information about your request for leave will be kept confidential, except as required by federal or state law or as necessary to protect your safety in the workplace.

#### Retaliation

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

## **Jury Duty Leave**

Your Onsite Employer encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, compensation is not required under federal or state law. You may opt to use PTO/vacation in place of unpaid leave, if applicable.

Your Onsite Employer reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

Your Onsite Employer will not retaliate against Employees who request or take leave in accordance with this policy.

## **Voting Leave**

If your work schedule prevents you from voting on Election Day, your Onsite Employer will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Manager, consistent with applicable legal requirements.

## **Safety and Loss Prevention**

### **Workplace Smoking**

Your Onsite Employer is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

# **Georgia Policies**

## **Hiring and Orientation Policies**

### **Disability Accommodation**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES**

Your Onsite Employer complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, your Onsite Employer will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, your Onsite Employer will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, they may need your permission to obtain additional information from your medical provider. All medical information received by your Onsite Employer in connection with a request for accommodation will be treated as confidential.

Your Onsite Employer encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, your Onsite Employer is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on your Onsite Employer.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Your Onsite Employer will not discriminate or retaliate against employees for requesting an accommodation.

### **EEO Statement and Nonharassment Policy**

#### **Equal Opportunity Statement**

Your Onsite Employer is committed to the principles of equal employment. They are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is their intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. Your Onsite Employer is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

Your Onsite Employer will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. Your Onsite Employer will take appropriate corrective action, if and where warranted. Your Onsite Employer prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Manager or any other designated member of management.

#### *Policy Against Workplace Harassment*

Your Onsite Employer has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### *Sexual Harassment*

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) 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.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to your Onsite Employer or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

#### *Other Harassment*

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on their premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify any member of management.

Your Onsite Employer prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

They will promptly and thoroughly investigate any claim and take appropriate action where they find a claim has merit. To the extent possible, they will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If your Onsite Employer determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, your Onsite Employer may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, your Onsite Employer will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

### **Religious Accommodation**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES**

Your Onsite Employer is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from your Onsite Employer's dress code or the individual's schedule, basic job duties, or other aspects of employment. Your Onsite Employer will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation.

If you require a religious accommodation, speak with your Manager.

### **Wage and Hour Policies**

#### **Accommodations for Nursing Mothers**

Your Onsite Employer will provide nursing mothers reasonable paid break time to express milk for their infant child.

If you are nursing, you will be provided with a private location, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Break time should, if possible, be taken concurrently with any other break time already provided. Any break time will be paid at your regular rate of pay. If you are paid on a salary basis, your Onsite Employer will not reduce your salary or require you use paid leave for break time.

You must make reasonable efforts to not disrupt your Onsite Employer's operations.

Your Onsite Employer will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

Your Onsite Employer will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

## **Meal and Rest Periods**

Your Onsite Employer strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. Your Onsite Employer requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

## **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance by your Manager.

At certain times your Onsite Employer may require you to work overtime. They will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

Standard pay periods vary according to your Onsite Employer. Check with your Manager for additional details.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

## **Performance, Discipline, Layoff, and Termination**

### **Disciplinary Process**

Violation of your Onsite Employer's policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. Your Onsite Employer encourages a system of progressive discipline depending on the type of prohibited conduct. However, your Onsite Employer is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

## **Benefits**

### **Court Attendance and Witness Leave**

Your Onsite Employer realizes that, on occasion, employees may be subpoenaed or ordered by a court to attend judicial proceedings. In such cases, notify your Manager as soon as possible to make scheduling arrangements.

While attending the judicial proceeding, you will receive your regular compensation. This does not apply if you are attending a judicial proceeding because you have been charged with a crime.

Your Onsite Employer reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

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

### **Jury Duty Leave**

Your Onsite Employer encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Manager as soon as possible to make scheduling arrangements.

You will receive your regular compensation for time spent on jury duty. Any mileage allowance or other fee paid for jury duty will be credited against payments made by your Onsite Employer.

Your Onsite Employer reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

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

### **Voting Leave**

Your Onsite Employer encourages all employees to fulfill their civic responsibilities and to vote in public elections. If you have less than two hours outside of working hours to vote while the polls are open, you may take up to two hours off from work to vote.

You must provide reasonable advance notice of the need for time off to vote so that the time off can be scheduled to minimize disruption to normal work schedules.

## **Safety and Loss Prevention**

### **Workplace Smoking**

Your Onsite Employer is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

# **Illinois Policies**

## **Hiring and Orientation Policies**

### **Disability Accommodation**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES**

Your Onsite Employer complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, your Onsite Employer will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, your Onsite Employer will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, they may need your permission to obtain additional information from your medical provider. All medical information received by your Onsite Employer in connection with a request for accommodation will be treated as confidential.

Your Onsite Employer encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, your Onsite Employer is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on your Onsite Employer.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Your Onsite Employer will not discriminate or retaliate against employees for requesting an accommodation.

### **EEO Statement and Nonharassment Policy**

#### **Equal Opportunity Statement**

Your Onsite Employer is committed to the principles of equal employment. They are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. The Illinois Human Rights Act states that employees have the right to be free from unlawful discrimination and sexual harassment. It is their intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of an individual's actual or perceived age (40 and older), race (including traits associated with race, which include, but are not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, order of protection status, citizenship status, employment status, arrest or conviction record (unless otherwise authorized by law), credit history, crime victim status, physical or

mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, unfavorable discharge from military service, work authorization status, or any other status protected by federal, state, or local laws.

In addition, if you have a disability or are pregnant, recovering from childbirth, or have a medical or common condition related to pregnancy that affects your ability to perform your job, you have the right to request one or more reasonable accommodations. A **reasonable accommodation** means a modification to access to the work site or an adjustment to the work process or work schedule that would enable you to perform your job despite your disability or condition.

Your Onsite Employer is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

Your Onsite Employer will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. Your Onsite Employer will take appropriate corrective action, if and where warranted. Your Onsite Employer prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with any member of management.

#### **Policy Against Workplace Harassment**

Your Onsite Employer has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's actual or perceived age (40 and older), race (including traits associated with race, which include, but are not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, order of protection status, citizenship status, employment status, arrest or conviction record (unless otherwise authorized by law), credit history, crime victim status, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, unfavorable discharge from military service, work authorization status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, non-employees including contractors and consultants, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### **Sexual Harassment**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) 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. An individual's work environment is not limited to the physical location where an individual is assigned to perform work duties.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;

- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to your Onsite Employer or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

### Other Harassment

Harassment is any unwelcome conduct on the basis of an individual's actual or perceived age (40 and older), race (including traits associated with race, which include, but are not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, order of protection status, citizenship status, employment status, arrest or conviction record (unless otherwise authorized by law), credit history, crime victim status, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, unfavorable discharge from military service, work authorization status, or any other status protected by federal, state, or local laws that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. An individual's work environment is not limited to the physical location where an individual is assigned to perform work duties.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above-protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above-protected categories and that is placed on walls, bulletin boards, or elsewhere on their premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify any member of management.

Your Onsite Employer prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

They will promptly and thoroughly investigate any claim and take appropriate action where they find a claim has merit. To the extent possible, they will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If your Onsite Employer determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, your Onsite Employer may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, your Onsite Employer will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

## Resolution Outside Company

The purpose of this policy is to establish prompt, thorough, and effective procedures for responding to every complaint and incident so that problems can be identified and remedied internally. However, you have the right to file a complaint with the Illinois Department of Human Rights (IDHR) or the federal Equal Employment Opportunity Commission (EEOC). If you choose to file a complaint with one of these agencies, you must file it within 300 calendar days (365 in Chicago) of the alleged discriminatory act.

### Administrative Contacts for Complaints

#### Illinois Department of Human Rights (IDHR)

##### **Chicago Office:**

555 West Monroe Street, Suite 700  
Chicago, IL 60661  
312-814-6200  
TTY: 866-740-3953  
Fax (Administration): 312-814-1436  
Fax (Charge Processing): 312-814-6251

##### **Springfield Office:**

524 South 2nd Street, Suite 300  
Springfield, IL 62702 62701  
217-785-5100  
TTY: 866-740-3953  
Fax: 217-785-5106

#### Illinois Human Rights Commission (IHRC)

##### **Chicago Office:**

Michael A. Bilandic Building  
160 North LaSalle Street, Suite N-1000  
Chicago, IL 60601  
312-814-6269  
TDD: 866-832-2298  
Fax: 312-814-6517

##### **Springfield Office:**

1000 East Converse, Suite 1232N  
Springfield, IL 62702  
217-785-4350  
TDD: 866-832-2298  
Fax: 217-524-4877

#### United States Equal Employment Opportunity Commission (EEOC)

##### **Chicago District Office:**

John C. Kluczynski Federal Building  
230 South Dearborn Street, Suite 1866  
Chicago, IL 60604  
Filing of Private Sector Charges: Suite 1866  
312-872-9744  
TTY: 866-740-3953  
ASL Video Phone: 844-234-5122  
Fax: 312-588-1260

## **Religious Accommodation**

### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES**

Your Onsite Employer is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from your Onsite Employer's dress code or the individual's schedule, basic job duties, or other aspects of employment. Your Onsite Employer will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation.

If you require a religious accommodation, speak with your Manager.

## **Wage and Hour Policies**

### **One Day Rest in Seven**

In accordance with Illinois law, nonexempt employees are entitled to 24 consecutive hours of rest in every consecutive seven-day period, in addition to the regular period of rest allowed at the close of each working day. This does not apply to part-time employees whose total work hours do not exceed 20 hours during a calendar week.

### **Accommodations for Nursing Mothers**

Your Onsite Employer will provide nursing mothers reasonable paid break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a room or other location, other than a restroom, in close proximity to the work area, that is shielded from view and free from intrusion from coworkers and the public.

Break time should, if possible, be taken concurrently with any other break time already provided. Any break time will be paid at your regular rate of pay. If you are paid on a salary basis, your Onsite Employer will not reduce your salary or require you use paid leave for break time.

You are encouraged to discuss the length and frequency of these breaks with your Manager.

Your Onsite Employer will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

## **Meal and Rest Periods**

Your Onsite Employer strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. Your Onsite Employer requests that employees accurately observe and record meal and rest periods.

Meal breaks of at least 20 minutes are mandatory for all employees who are scheduled or required to work a shift of at least 7.5 hours. Typically, your break will be scheduled to start after you have completed four hours of work, but in no event will it be scheduled more than five hours after your shift start. If you are scheduled to or anticipate working at least 7.5 continuous hours, you must ensure you take a break. If you work more than 7.5 hours, you are also entitled to an additional 20-minute meal period for every additional 4.5 hours worked. For purposes of this policy, a meal period does not include reasonable time spent using the restroom.

## **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance by your Manager.

At certain times your Onsite Employer may require you to work overtime. They will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

Standard pay periods vary according to your Onsite Employer. Check with your Manager for additional details.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

## **Performance, Discipline, Layoff, and Termination**

### **Disciplinary Process**

Violation of your Onsite Employer's policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. Your Onsite Employer encourages a system of progressive discipline depending on the type of prohibited conduct. However, your Onsite Employer is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

## **Benefits**

### **Bereavement Leave**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 50 OR MORE EMPLOYEES**

Your Onsite Employer will provide eligible employees with bereavement leave in accordance with the Illinois Family Bereavement Leave Act. Your Onsite Employer will determine if this leave is paid or unpaid.

#### **Eligibility**

To be eligible for bereavement leave, you must:

- Have been employed with your Onsite Employer for at least 12 months;
- Have worked for your Onsite Employer for at least 1,250 hours (including paid time off) during the 12-month period immediately preceding the leave; and
- Be employed at a worksite that has at least 50 employees within 75 miles.

## Reasons for Leave

You may use bereavement leave for the following reasons:

- To attend the funeral (or alternative service) of a family member.
- To make arrangements due to the death of a family member.
- To grieve the death of a family member.
- For absences from work due to a miscarriage, an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure, a failed adoption match or an adoption that is not finalized because it is contested by another party, a failed surrogacy agreement, a diagnosis that negatively impacts pregnancy or fertility, or a stillbirth.

For the purposes of this policy:

- **Family member** means your child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.
- **Child** means your son or daughter who is a biological, adopted, or foster child; a stepchild; a legal ward; or a child to whom you are standing in loco parentis.
- **Domestic partner** means: (1) a person recognized as your domestic partner under any domestic partnership or civil union law of a state or political subdivision of a state; or (2) an unmarried adult person with whom you are in a committed, personal relationship, who is not a domestic partner as described in sentence (1) or in such a relationship with any other person, and who you have designated as your domestic partner to your Onsite Employer.

## Amount and Use of Leave

Eligible employees will be provided up to two weeks (10 working days) of bereavement leave in a 12-month period for the death of a family member. In the event of the death of more than one family member, this will increase to a total of six weeks of leave during the 12-month period.

Bereavement leave must be completed within 60 days after the date on which you receive notice of your family member's death.

Where applicable, you may substitute any available paid leave for leave taken under this policy. This policy does not create any right to take more unpaid leave than is allowed under, or in addition to, the unpaid leave permitted by the federal Family and Medical Leave Act.

This leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave, including paid leave, as permitted by state and federal law.

## Notice

You must provide your Onsite Employer with at least 48 hours' advance notice of your intent to take bereavement leave, unless such notice is not reasonable or practical.

You may be required to provide reasonable documentation supporting your need for leave. Reasonable documentation may include:

- A death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency;
- A form filled out by the health care practitioner who treated you, your family member, or surrogate;
- Documentation from the adoption agency showing a failed match or contested adoption; or
- Documentation from the surrogacy agency showing a failed surrogacy agreement.

You will not be required to identify which category of event the leave pertains to as a condition of taking bereavement leave.

## Retaliation

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

## **Blood Donation Leave**

### **THIS POLICY APPLIES TO EMPLOYERS WITH 51 OR MORE EMPLOYEES**

Upon request, your Onsite Employer will provide eligible employees with up to one hour of paid leave to donate, or attempt to donate, blood every 56 days in accordance with appropriate medical standards established by the American Red Cross, America's Blood Centers, the American Association of Blood Banks, or other nationally recognized standards.

Full-time employees who have been employed by your Onsite Employer for six months or longer and have obtained your Onsite Employer's approval for the time off are eligible for blood donation leave.

You will not be required to use accrued or future vacation or sick leave while taking time off to donate blood.

When requesting time off for this purpose, submit medical documentation of the appointment to donate blood to your Manager prior to the appointment. This documentation may consist of a written statement from the blood bank indicating that you have an appointment. Your Onsite Employer may request that you provide a written statement from the blood bank confirming that you kept the appointment.

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

## **Domestic/Sexual Violence Leave**

In accordance with the Illinois Victims' Economic Security and Safety Act (VESSA), your Onsite Employer offers eligible employees unpaid domestic or sexual violence leave (domestic violence leave) for a qualifying reason, with a guarantee of restoration to the same or an equivalent position on return from leave.

### Eligibility

You are eligible for leave if you are the victim of domestic or sexual violence or have a family or household member who is the victim of domestic or sexual violence.

### Qualifying Reasons for Leave

Domestic violence leave is available to:

- Seek medical attention for, or recover from, physical or psychological injuries caused by domestic or sexual violence against you or your family or household member.
- Obtain victim services for you or your family or household member.
- Obtain psychological or other counseling for you or your family or household member.
- Participate in safety planning, including temporary or permanent relocation or other actions to increase your or your household or family member's safety from future domestic or sexual violence.
- Seek legal assistance to ensure the health and safety of you or your household or family member, including participating in court proceedings related to the violence.

### Duration of Leave

If eligible, you may take up to 12 weeks of unpaid domestic violence leave within any 12-month period depending upon the size of your Onsite Employer. Leave is based on a rolling 12-month period, looking back

from the date the leave would begin. Leave under this policy may be taken intermittently or on a reduced schedule basis.

#### Notice and Certification

To obtain leave under this policy, you must provide your Onsite Employer with at least 48 hours' notice, except in emergency situations or where such notice is not otherwise practical. In all cases, either before or after you take leave under this policy, your Onsite Employer will require you to submit a sworn certification that your absence is for one of the qualifying reasons listed above and that you or a family or household member is a victim of domestic or sexual violence. Your Onsite Employer may also require you to submit the following supplemental information:

- Documents from a victim's services organization, member of the clergy, or medical professional from whom you or your family or household member sought assistance.
- A police report or court record.
- Other corroborating evidence.

All information and documentation you provide in connection with your request for leave under this policy, including the fact that you requested and/or obtained leave, will be held in the strictest confidence — except to the extent you request or consent to any disclosure in writing, or as otherwise required by law. Further, your Onsite Employer specifically prohibits any discrimination, harassment, or retaliation against employees who request or take leave under this policy in good faith.

#### Terms of Leave

Domestic violence leave is unpaid leave. However, you may substitute accrued and unused PTO/vacation time for the unpaid leave, if applicable. The substitution of paid vacation does not extend the leave period but runs concurrently with it. Likewise, domestic violence leave runs concurrently with any leave available under the federal Family and Medical Leave Act (FMLA).

During leave, you must provide periodic reports (at least every 30 days) about your status and any change in your plans to return to work.

#### Maintenance of Benefits

During an approved domestic violence leave, your Onsite Employer will maintain your health benefits as if you continue to be actively employed, if applicable. If you choose not to return to work at the end of the leave period, you must reimburse your Onsite Employer for the cost of any health benefit premiums paid to maintain your coverage during the leave, unless you cannot return to work because of continuation, re-occurrence, or onset of domestic or sexual violence or other circumstances beyond your control.

### **Family Military Leave**

Your Onsite Employer will provide eligible employees who are the spouse, parent, child, or grandparent of a person called to military service with up to 30 days of unpaid military family leave during the time federal or state deployment orders are in effect.

#### Eligibility

To be eligible for leave, you must:

- Have been employed by your Onsite Employer for at least 12 months;
- Have worked for your Onsite Employer for at least 1,250 hours during the 12-month period immediately preceding the leave; and
- Be the spouse, parent, child, or grandparent of a person called to military service lasting longer than 30 days with the state or the United States pursuant to orders of the Governor or the President.

## Notice and Certification

If you are taking family military leave for five or more consecutive workdays, you must provide at least 14 days' advance notice of the intended date to take leave. If possible, consult with your Manager to schedule leave so as not to unduly disrupt your Onsite Employer's operations.

When taking family military leave for less than five consecutive days, provide advance notice as is practicable.

Your Onsite Employer may require verification of your eligibility for leave from the proper military authority.

## Continuation of Benefits

During family military leave, you may continue any benefits, if applicable, at your own expense. No loss of seniority status will occur as a result of leave taken under this policy, nor will leave result in the loss of any benefits accrued prior to the leave.

## Conditions of Leave

You may not take family military leave until you have exhausted all accrued vacation, personal, compensatory, or any other leave granted to you, with the exception of sick and disability leave. Where applicable, time off under this policy will run concurrently with time off under the federal Family and Medical Leave Act.

## Reinstatement

Upon return from leave, you will be restored to your prior position or to a position with equivalent seniority status, benefits, pay, and other terms and conditions of employment.

## Retaliation

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

## **Jury Duty Leave**

Your Onsite Employer encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty you must notify your Onsite Employer by providing a copy of the summons to your Manager within 10 days of the summons being issued.

You will be granted time off to attend jury duty. Make scheduling arrangements with your Manager. If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, compensation is not required under federal or state law. You may opt to use PTO/vacation in place of unpaid leave, if applicable.

Your Onsite Employer reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

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

## **School Conference and Activities Leave**

### **THIS POLICY APPLIES TO EMPLOYERS WITH 50 OR MORE EMPLOYEES**

In accordance with the School Visitation Rights Act, your Onsite Employer will provide you with up to eight hours of unpaid leave during any school year to attend school conferences, behavioral meetings, or academic

meetings related to your child (including a biological, adopted, foster, or stepchild) if the conference or meeting cannot be scheduled during nonwork hours.

### Eligibility

To be eligible for leave under this policy you must have:

- Worked for your Onsite Employer for at least six consecutive months immediately preceding the leave request; and
- Worked, on average, a number of hours equal to or greater than one-half of a full-time position during the six-month period.

### Conditions of Use

You may not take school conference and activity leave unless you have exhausted all accrued vacation leave, personal leave, compensatory leave, and any other leave granted to you except sick leave and disability leave.

You may use no more than four hours of leave on any given day.

### Notice

To obtain leave under this policy, you must provide written notice to your Manager of the need for leave. In emergency situations, no more than 24 hours' notice will be required. Check with your Manager to schedule the leave so as not to unduly disrupt business operations.

### Compensation

Leave provided under this policy is unpaid; however, exempt employees will be paid as required by applicable law. Your Onsite Employer will allow, but not require, nonexempt employees to make up the number of hours taken for leave, as long as there is a reasonable opportunity to make up the hours in a manner that does not require payment of overtime. Exempt employees may be required to make up the leave hours within the same pay period.

### Verification

Upon return from leave, you must provide verification of the school visitation within two working days. The verification should include the time and date of your visit. Failure to timely submit the verification will result in an unexcused absence.

### Retaliation

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

### **Voting Leave**

If you request leave prior to the day of any election and your working hours begin less than two hours after the opening of the polls and end less than two hours before the polls close, you may take two hours of leave during the polling period for the purpose of voting. The time when you can go to vote will be at the discretion of your Manager, consistent with applicable legal requirements.

### **Witness Leave**

Your Onsite Employer realizes that, on occasion, employees may be subpoenaed to serve as witnesses in a criminal proceeding. In such cases, you will be provided unpaid leave to attend.

Upon receiving a subpoena, notify your Manager as soon as possible to make scheduling arrangements. You may opt to use PTO/Vacation in place of unpaid leave, if applicable.

Your Onsite Employer reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

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

## **Safety and Loss Prevention**

### **Workplace Smoking**

Your Onsite Employer is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

Your Onsite Employer prohibits discrimination against employees based on their off-premises, off-duty tobacco usage.

## **Indiana Policies**

### **Hiring and Orientation Policies**

#### **Disability Accommodation**

##### **THIS POLICY APPLIES TO EMPLOYERS WITH 6 OR MORE EMPLOYEES**

Your Onsite Employer complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, your Onsite Employer will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, your Onsite Employer will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, they may need your permission to obtain additional information from your medical provider. All medical information received by your Onsite Employer in connection with a request for accommodation will be treated as confidential.

Your Onsite Employer encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, your Onsite Employer is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on your Onsite Employer.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Your Onsite Employer will not discriminate or retaliate against employees for requesting an accommodation.

#### **EEO Statement and Nonharassment Policy**

##### **Equal Opportunity Statement**

Your Onsite Employer is committed to the principles of equal employment. They are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is their intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. Your Onsite Employer is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

Your Onsite Employer will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. Your Onsite Employer will take appropriate corrective action, if and where warranted. Your Onsite Employer prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your any member of management.

#### *Policy Against Workplace Harassment*

Your Onsite Employer has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### *Sexual Harassment*

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) 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.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to your Onsite Employer or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

#### *Other Harassment*

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on their premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify any member of management.

Your Onsite Employer prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

They will promptly and thoroughly investigate any claim and take appropriate action where they find a claim has merit. To the extent possible, they will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If your Onsite Employer determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, your Onsite Employer may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, your Onsite Employer will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

### **Religious Accommodation**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 6 OR MORE EMPLOYEES**

Your Onsite Employer is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from your Onsite Employer's dress code or the individual's schedule, basic job duties, or other aspects of employment. Your Onsite Employer will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation.

If you require a religious accommodation, speak with your Manager.

### **Wage and Hour Policies**

#### **Accommodations for Nursing Mothers**

Your Onsite Employer will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt your Onsite Employer's operations.

You are encouraged to discuss the length and frequency of these breaks with your Manager.

## **Meal and Rest Periods**

Your Onsite Employer strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. Your Onsite Employer requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

All employees under the age of 18 will receive one or two rest periods totaling 30 minutes if scheduled to work six or more consecutive hours.

## **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance by your Manager.

At certain times your Onsite Employer may require you to work overtime. They will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

Onsite Employer's pay periods vary. Check with your Manager for details.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

## **Performance, Discipline, Layoff, and Termination**

### **Disciplinary Process**

Violation of your Onsite Employer's policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. Your Onsite Employer encourages a system of progressive discipline depending on the type of prohibited conduct. However, your Onsite Employer is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

## **Benefits**

### **Court Attendance and Witness Leave**

Your Onsite Employer realizes that, on occasion, employees may be subpoenaed to testify as a witness in a criminal proceeding. In such cases, you will be provided unpaid leave to attend. Notify your Manager as soon as possible to make scheduling arrangements.

Your Onsite Employer reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

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

### **Jury Duty Leave**

Your Onsite Employer encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, compensation is not required under federal or state law. You may opt to use PTO/vacation in place of unpaid leave, if applicable.

Your Onsite Employer reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

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

### **Military Family Leave**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 50 OR MORE EMPLOYEES**

Your Onsite Employer will provide up to 10 days of unpaid leave per year to employees who are the spouse, parent, grandparent, child, or sibling of a person who is ordered to active duty. Active duty means full-time service on active-duty orders in the U.S. Armed Forces or the National Guard for a period that exceeds 89 consecutive calendar days.

To be eligible for military family leave, you must meet the following conditions:

- Employed by your Onsite Employer at least 12 months.
- Have worked at least 1,500 hours during the 12-month period immediately preceding the day the leave begins.

Eligible employees may take a leave of absence during one or more of the following periods:

- During the 30 days before active-duty orders are in effect;
- During a period in which the person ordered to active duty is on leave while active-duty orders are in effect; and/or
- During the 30 days after the active-duty orders are terminated.

To take a leave of absence under this policy, provide written notice, including a copy of the active-duty orders if available, to your Manager of the date the leave will begin. Provide this notice at least 30 days before the date you intend to begin leave, unless the active-duty orders are issued less than 30 days before the date the

requested leave is to begin. The leave of absence may not exceed the equivalent of 10 working days in each calendar year.

Military family leave under this policy is unpaid; however, you may choose to substitute any paid leave (other than medical or sick leave) for any part of the military family leave if applicable.

You will be allowed to continue available group health benefits at your own expense if applicable.

Upon returning to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent seniority, pay, benefits, and other terms and conditions of employment.

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

## **Voting Leave**

If your work schedule prevents you from voting on Election Day, your Onsite Employer will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Manager, consistent with applicable legal requirements.

## **Safety and Loss Prevention**

### **Workplace Smoking**

Your Onsite Employer is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

# Kentucky Policies

## Hiring and Orientation Policies

### Disability Accommodation

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 8 OR MORE EMPLOYEES**

Your Onsite Employer complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, your Onsite Employer will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

A description of the proposed accommodation. The reason you need an accommodation. How the accommodation will help you perform the essential functions of your job.

After receiving your request, your Onsite Employer will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, they may need your permission to obtain additional information from your medical provider. All medical information received by your Onsite Employer in connection with a request for accommodation will be treated as confidential.

Your Onsite Employer encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, your Onsite Employer is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on your Onsite Employer.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Your Onsite Employer will not discriminate or retaliate against employees for requesting an accommodation.

### EEO Statement and Nonharassment Policy

#### *Equal Opportunity Statement*

Your Onsite Employer is committed to the principles of equal employment. They are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is their intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, AIDS/HIV status, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, status as a smoker or nonsmoker, or any other status protected by federal, state, or local laws. Your Onsite Employer is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

Pay discrimination between employees of the opposite sex performing substantially similar work, as defined by state and federal law, is prohibited. Pay differentials may be valid in certain situations as defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, your Onsite Employer is not obligated to disclose the wages of other employees.

Your Onsite Employer will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. Your Onsite Employer will take appropriate corrective action, if and where warranted. Your Onsite Employer prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with any member of management.

#### Policy Against Workplace Harassment

Your Onsite Employer has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, AIDS/HIV status, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, status as a smoker or nonsmoker, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) 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.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Onsite Employer or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

#### Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth,

lactation, and related medical conditions), physical or mental disability, AIDS/HIV status, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, status as a smoker or nonsmoker, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on their premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

#### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify any member of management.

Your Onsite Employer prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

They will promptly and thoroughly investigate any claim and take appropriate action where they find a claim has merit. To the extent possible, they will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If your Onsite Employer determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, your Onsite Employer may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, your Onsite Employer will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

#### **Religious Accommodation**

##### **THIS POLICY APPLIES TO EMPLOYERS WITH 8 OR MORE EMPLOYEES**

Your Onsite Employer is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from your Onsite Employer's dress code or the individual's schedule, basic job duties, or other aspects of employment. Your Onsite Employer will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation.

If you require a religious accommodation, speak with your Manager.

#### **Wage and Hour Policies**

#### **Accommodations for Nursing Mothers**

Your Onsite Employer will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt your Onsite Employer's operations.

You are encouraged to discuss the length and frequency of these breaks with your Manager.

## **Meal and Rest Periods**

### **Rest Periods ("Breaks")**

Employees are provided a 10-minute rest period for every four hours of work. The rest period must be taken in the middle of each work period. There may be practical considerations that make this general timing infeasible and that require your Onsite Employer to deviate from this general rule. You will be informed if there are practical considerations that make this timing infeasible. This rest period may not be waived.

All employees are authorized and expected to take their rest periods as scheduled. If you do not have a scheduled rest break, then it is up to you to take your rest breaks at the appropriate times. You do not have to record the time taken for rest periods. Rest periods may not be combined or added to an employee's meal period, nor may they be used to make up for tardiness or for leaving work early. Failure to take your rest periods in accordance with this policy may lead to discipline, up to and including unpaid suspension and/or termination of employment.

### **Meal Periods**

Meal periods of 30 minutes are provided to employees who work more than 5 hours in a day, which must be taken between the 3rd and 5th hour of the employee's shift. This meal period may be waived by advising your Manager in writing that you wish to waive your meal period on a particular day.

Meal periods will be scheduled by your Manager. Employees are relieved of all duties during the meal periods. You must clock in and out during your meal period. The meal periods are unpaid.

Unless you voluntarily waive your meal period using the procedure stated above, you are expected to observe your assigned work hours and to take your meal periods as scheduled; they are not optional. If you are unable to take your meal period for any reason, you are to notify your Manager immediately. Failure to take your meal period in accordance with this policy may lead to discipline, up to and including unpaid suspension and/or termination of employment.

### **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance by your Manager.

At certain times your Onsite Employer may require you to work overtime. They will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek, as well as for all hours worked on the seventh day of a workweek if, by the end of that

day, the employee has worked more than 40 hours in that workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

Onsite Employer pay periods vary. Check with your Manager for additional details.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

## **Performance, Discipline, Layoff, and Termination**

### **Disciplinary Process**

Violation of Onsite Company policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

## **Benefits**

### **Adoption Leave**

Upon written request, your Onsite Employer will grant reasonable personal leave of up to six weeks upon your adoption of a child under the age of 10. This does not apply to an adoption by a fictive kin, stepparent, stepsibling, blood relative, including a relative of halfblood, first cousin, aunt, uncle, nephew, niece, and a person of a preceding generation as denoted by prefixes of grand, great, or great-great, or a foster parent who adopts a foster child who is already in their care.

Leave under this policy is unpaid. Where they overlap, leave taken under this policy will run concurrently with leave taken under the federal Family and Medical Leave Act (FMLA).

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

### **Court Attendance Leave**

Your Onsite Employer will permit employees to take time off work for a required appearance in court or an administrative tribunal or hearing, provided advance notice of the need for leave is given.

For leave under this policy, notify your Manager and provide a copy of the court or administrative certificate regarding your required appearance.

Time off under this policy will be without pay; however, exempt employees will not incur any reduction in pay for a partial week's absence for leave to appear as a witness.

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

## **Jury Duty Leave**

Your Onsite Employer encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use PTO/vacation in place of unpaid leave, if applicable.

Your Onsite Employer reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

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

## **Voting Leave**

Your Onsite Employer encourages all employees to exercise their right to vote. If you do not have sufficient time to vote outside of working hours, you will be provided at least four hours of time off for the purpose of voting on Election Day, or to request an application for, or execute, an absentee ballot during the office of the clerk's normal business hours. Time off will be without pay for nonexempt employees.

You must provide notice of the need for time off to vote at least one day before leave will be taken and must work with your Manager to make any necessary scheduling arrangements. Your Manager may specify the hours that you may be absent.

Time off to vote is unpaid for nonexempt employees. Exempt employees will be paid in accordance with applicable law.

If you take time off under this policy but do not vote or request an application for an absentee ballot, you may be subject to disciplinary action.

## **Safety and Loss Prevention**

### **Workplace Smoking**

Your Onsite Employer is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

# Louisiana Policies

## Hiring and Orientation Policies

### Disability Accommodation

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES**

Your Onsite Employer complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, your Onsite Employer will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, your Onsite Employer will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, they may need your permission to obtain additional information from your medical provider. All medical information received by your Onsite Employer in connection with a request for accommodation will be treated as confidential.

Your Onsite Employer encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, your Onsite Employer is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on your Onsite Employer.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Your Onsite Employer will not discriminate or retaliate against employees for requesting an accommodation.

### EEO Statement and Nonharassment Policy

#### **Equal Opportunity Statement**

Your Onsite Employer is committed to the principles of equal employment. They are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is their intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older); race; color; national origin; ancestry; natural, protective, or cultural hairstyles (this includes, but is not limited to, afros, dreadlocks, twists, locs, braids, cornrow braids, Bantu knots, curls, and hair styled to protect hair texture or for cultural significance); religion; sex; sexual orientation (including transgender status, gender identity, or expression); pregnancy (including childbirth, lactation, and related medical conditions); physical or mental disability; genetic information (including testing and characteristics); sickle cell trait; veteran status; uniformed servicemember status; or any other status protected by federal, state, or local laws. Your Onsite Employer is dedicated to the fulfillment of this policy in regard to all

aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

Your Onsite Employer will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. Your Onsite Employer will take appropriate corrective action, if and where warranted. Your Onsite Employer prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with any member of management.

#### *Policy Against Workplace Harassment*

Your Onsite Employer has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older); race; color; national origin; ancestry; natural, protective, or cultural hairstyles (this includes, but is not limited to, afros, dreadlocks, twists, locs, braids, cornrow braids, Bantu knots, curls, and hair styled to protect hair texture or for cultural significance); religion; sex; sexual orientation (including transgender status, gender identity, or expression); pregnancy (including childbirth, lactation, and related medical conditions); physical or mental disability; genetic information (including testing and characteristics); sickle cell trait; veteran status; uniformed servicemember status; or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### *Sexual Harassment*

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) 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.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to your Onsite Employer or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

#### *Other Harassment*

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age (40 and older); race; color; national origin; ancestry; natural, protective, or cultural hairstyles (this includes, but is not limited to, afros, dreadlocks, twists, locs, braids, cornrow braids, Bantu knots, curls, and hair styled to protect hair texture or for cultural significance); religion;

sex; sexual orientation (including transgender status, gender identity, or expression); pregnancy (including childbirth, lactation, and related medical conditions); physical or mental disability; genetic information (including testing and characteristics); sickle cell trait; veteran status; uniformed servicemember status; or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on their premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

#### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify any member of management.

Your Onsite Employer prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

They will promptly and thoroughly investigate any claim and take appropriate action where they find a claim has merit. To the extent possible, they will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If your Onsite Employer determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, your Onsite Employer may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, your Onsite Employer will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

#### **Religious Accommodation**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES**

Your Onsite Employer is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from your Onsite Employer's dress code or the individual's schedule, basic job duties, or other aspects of employment. Your Onsite Employer will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation.

If you require a religious accommodation, speak with your Manager.

## **Wage and Hour Policies**

### **Accommodations for Nursing Mothers**

Your Onsite Employer will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt your Onsite Employer's operations.

You are encouraged to discuss the length and frequency of these breaks with your Manager.

### **Meal and Rest Periods**

Your Onsite Employer strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. Your Onsite Employer requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

### **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance by your Manager.

At certain times your Onsite Employer may require you to work overtime. They will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

### **Pay Period**

Pay periods at Onsite Employers vary. Check with your Manager for details.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

# **Performance, Discipline, Layoff, and Termination**

## **Disciplinary Process**

Violation of your Onsite Employer's policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. Your Onsite Employer encourages a system of progressive discipline depending on the type of prohibited conduct. However, your Onsite Employer is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

## **Benefits**

### **Bone Marrow Donation Leave**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 20 OR MORE EMPLOYEES AT A SINGLE SITE**

Your Onsite Employer will provide up to 40 hours of paid time off to eligible employees who wish to donate bone marrow. To be eligible for leave, you must work an average of 20 or more hours per week.

In order to obtain leave under this policy, you must provide documentation verifying the need for leave. If there is a medical determination that you do not qualify as a bone marrow donor, you will not lose the paid time off.

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

### **Jury Duty Leave**

Your Onsite Employer encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Manager as soon as possible to make scheduling arrangements.

You will receive your regular compensation for the first day of jury duty. Any additional time spent on jury duty may be unpaid as compensation is not required under federal or state law; however, exempt employees will not incur any reduction in pay for a partial week's absence due to jury duty. You may opt to use PTO or vacation leave in place of unpaid leave; if applicable.

Your Onsite Employer reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

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

### **Pregnancy Disability Leave**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 26 OR MORE EMPLOYEES**

Your Onsite Employer will provide employees with up to six weeks of unpaid leave for normal, healthy pregnancies and childbirth. Your Onsite Employer may extend the leave period for a reasonable amount of time, not to exceed four months, if you are temporarily disabled as a result of pregnancy, childbirth, or a related medical condition. **Reasonable amount of time** means the period during which you are disabled due to pregnancy, childbirth, or related medical conditions.

## Notice

To take leave under this policy, you must provide reasonable notice of the date such leave will begin and the estimated duration of the leave.

## Terms of Leave

Leave under this policy is unpaid; however, you may opt to use PTO or vacation leave in place of unpaid leave, if applicable.

## Maintenance of Benefits

While on leave, you are entitled to the same benefits and privileges granted to other employees who are similar in their ability or inability to work, including the right to use disability, sick leave, or any other accrued leave made available by your Onsite Employer to temporarily disabled employees.

Leave taken under this policy will run concurrently with any other leave for which you are eligible, including leave under the federal Family and Medical Leave Act (FMLA).

## Transfer to Less Strenuous or Hazardous Position

Upon request, you may transfer to a less strenuous or hazardous position to the same extent as other temporarily disabled employees are permitted to transfer. In addition, your Onsite Employer will reasonably accommodate pregnant employees who, upon the advice of their physician, request transfer to a less strenuous or hazardous position for the duration of their pregnancy.

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

## **Voting Leave**

Your Onsite Employer encourages all employees to exercise their right to vote. If your work schedule prevents you from voting on Election Day, your Onsite Employer will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Manager, consistent with applicable legal requirements.

## **Safety and Loss Prevention**

### **Workplace Smoking**

Your Onsite Employer is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

# **Mississippi Policies**

## **Hiring and Orientation Policies**

### **Disability Accommodation**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES**

Your Onsite Employer complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, your Onsite Employer will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, your Onsite Employer will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, they may need your permission to obtain additional information from your medical provider. All medical information received by your Onsite Employer in connection with a request for accommodation will be treated as confidential.

Your Onsite Employer encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, your Onsite Employer is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on your Onsite Employer.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Your Onsite Employer will not discriminate or retaliate against employees for requesting an accommodation.

### **EEO Statement and Nonharassment Policy**

#### **Equal Opportunity Statement**

Your Onsite Employer is committed to the principles of equal employment. They are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is their intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. Your Onsite Employer is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

Your Onsite Employer will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. Your Onsite Employer will take appropriate corrective action, if and where warranted. Your Onsite Employer prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with any member of management.

#### *Policy Against Workplace Harassment*

Your Onsite Employer has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### *Sexual Harassment*

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) 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.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to your Onsite Employer or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

#### *Other Harassment*

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on their premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify any member of management.

Your Onsite Employer prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

They will promptly and thoroughly investigate any claim and take appropriate action where they find a claim has merit. To the extent possible, they will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If your Onsite Employer determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, your Onsite Employer may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, your Onsite Employer will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

### **Religious Accommodation**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES**

Your Onsite Employer is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from your Onsite Employer's dress code or the individual's schedule, basic job duties, or other aspects of employment. Your Onsite Employer will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation.

If you require a religious accommodation, speak with your Manager.

### **Wage and Hour Policies**

#### **Accommodations for Nursing Mothers**

Your Onsite Employer will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt your Onsite Employer's operations.

You are encouraged to discuss the length and frequency of these breaks with your Manager.

## **Meal and Rest Periods**

Your Onsite Employer strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. Your Onsite Employer requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

## **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance by your Manager.

At certain times your Onsite Employer may require you to work overtime. They will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

Onsite Employer's pay periods vary. Check with your Manager for details.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

## **Performance, Discipline, Layoff, and Termination**

### **Disciplinary Process**

Violation of your Onsite Employer's policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. Your Onsite Employer encourages a system of progressive discipline depending on the type of prohibited conduct. However, your Onsite Employer is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

## **Benefits**

### **Crime Victim Leave**

In accordance with the Mississippi Crime Victims' Bill of Rights, you may take time off to respond to a subpoena or participate in the reasonable preparation of a criminal proceeding if:

- You are a victim of the crime at issue in the proceedings; or
- The victim is deceased or incapacitated, and you are an immediate family member or a lawful representative.

**Immediate family member** means the spouse, parent, child, sibling, grandparent, or guardian of the victim.

Time off under this policy will be without pay; however, exempt employees may receive pay as required by applicable law. You may opt to use PTO/vacation for any unpaid time off, if applicable.

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

### **Jury Duty Leave**

Your Onsite Employer encourages Employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, compensation is not required under federal or state law. You may opt to use PTO/vacation in place of unpaid leave, if applicable.

Your Onsite Employer reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

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

### **Voting Leave**

If your work schedule prevents you from voting on Election Day, your Onsite Employer will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Manager, consistent with applicable legal requirements.

## **Safety and Loss Prevention**

### **Workplace Smoking**

Your Onsite Employer is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

# **Montana Policies**

## **Hiring and Orientation Policies**

### **Disability Accommodation**

Your Onsite Employer complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, your Onsite Employer will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, your Onsite Employer will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, they may need your permission to obtain additional information from your medical provider. All medical information received by your Onsite Employer in connection with a request for accommodation will be treated as confidential.

Your Onsite Employer encourages you to suggest specific reasonable accommodations that you believe will allow you to perform your job. However, your Onsite Employer is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on your Onsite Employer.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Your Onsite Employer will not discriminate or retaliate against employees for requesting an accommodation.

### **EEO Statement and Nonharassment Policy**

#### **Equal Opportunity Statement**

Your Onsite Employer is committed to the principles of equal employment. They are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is their intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age, race, color, national origin, ancestry, creed, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, physical or mental disability, genetic information (including testing and characteristics), association or relationship with a member of a protected status group, veteran status, uniformed servicemember status, vaccination status, immunity passport holder status, or any other status protected by federal, state, or local laws. Your Onsite Employer is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of

employment.

Your Onsite Employer will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. Your Onsite Employer will take appropriate corrective action, if and where warranted. Your Onsite Employer prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with any member of management.

#### Policy Against Workplace Harassment

Your Onsite Employer has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race, color, national origin, ancestry, creed, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, physical or mental disability, genetic information (including testing and characteristics), association or relationship with a member of a protected status group, veteran status, uniformed servicemember status, vaccination status, immunity passport holder status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) 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.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to your Onsite Employer or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

#### Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age, race, color, national origin, ancestry, creed, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, physical or mental disability, genetic information (including testing and characteristics), association or relationship with a member of a protected status group, veteran status, uniformed servicemember status, vaccination status, immunity passport holder status, or any

other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on their premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

#### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify any member of management.

Your Onsite Employer prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

They will promptly and thoroughly investigate any claim and take appropriate action where they find a claim has merit. To the extent possible, they will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If your Onsite Employer determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, your Onsite Employer may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, your Onsite Employer will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

#### **Religious Accommodation**

Your Onsite Employer is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from your Onsite Employer's dress code or the individual's schedule, basic job duties, or other aspects of employment. Your Onsite Employer will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation.

If you require a religious accommodation, speak with your Manager.

#### **Wage and Hour Policies**

##### **Accommodations for Nursing Mothers**

Your Onsite Employer will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock in and out/record the start and end time for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt your Onsite Employer's operations.

You are encouraged to discuss the length and frequency of these breaks with your Manager.

Your Onsite Employer will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

## **Meal and Rest Periods**

Your Onsite Employer strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. Your Onsite Employer requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

## **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance by your Manager.

At certain times your Onsite Employer may require you to work overtime. They will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

The standard pay period varies depending upon your Onsite Employer. Check with your Manager for details.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

## **Performance, Discipline, Layoff, and Termination**

### **Disciplinary Process**

Violation of your Onsite Employer's policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. Your Onsite Employer encourages a system of progressive discipline depending on the type of prohibited conduct. However, your Onsite Employer is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time.

## **Benefits**

### **Crime Victim Leave**

Your Onsite Employer will permit eligible employees to take time off from work to participate at the prosecuting attorney's request in preparation for or attendance at a criminal justice proceeding.

To be eligible for leave, you must be:

- The victim of the crime at issue in the proceedings; or
- The victim's spouse, child by birth or adoption, stepchild, parent, stepparent, or sibling.

You are not eligible for leave if you are accountable for the crime at issue in the proceedings.

Time off under this policy will be without pay; however, exempt employees will not incur any reduction in pay for a partial week's absence.

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

### **Jury Duty Leave**

Your Onsite Employer encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use PTO/vacation in place of unpaid leave, if applicable.

Your Onsite Employer reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

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

### **Maternity Leave**

Your Onsite Employer will provide female employees a reasonable leave of absence for pregnancy. If you wish to take maternity leave, you may be required to provide a medical certification stating that you are not able to perform your employment duties as a result of the pregnancy.

Upon return from leave, you will be reinstated to your original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits, unless circumstances have changed such that reinstatement is impossible or unreasonable.

Disabilities caused or contributed to by pregnancy and related medical conditions will be treated like other temporary disabilities for all job-related purposes.

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

## **Voting Leave**

Your Onsite Employer encourages all employees to exercise their right to vote. If your work schedule prevents you from voting on Election Day, your Onsite Employer will allow you reasonable unpaid time off to vote. If you require time off to vote, notify your Manager prior to Election Day. The time when you can go to vote will be at the discretion of your Manager, consistent with applicable legal requirements.

## **Safety and Loss Prevention**

### **Workplace Smoking**

Your Onsite Employer is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

# Nevada Policies

## Hiring and Orientation Policies

### Disability Accommodation

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES**

Your Onsite Employer complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, your Onsite Employer will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, your Onsite Employer will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, they may need your permission to obtain additional information from your medical provider. All medical information received by your Onsite Employer in connection with a request for accommodation will be treated as confidential.

Your Onsite Employer encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, your Onsite Employer is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on your Onsite Employer.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Your Onsite Employer will not discriminate or retaliate against employees for requesting an accommodation.

### EEO Statement and Nonharassment Policy

#### **Equal Opportunity Statement**

Your Onsite Employer is committed to the principles of equal employment. They are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is their intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race (including traits associated with race, which include, but are not limited to, hair texture and protective hairstyles such as natural hairstyles, afros, bantu knots, curls, braids, locks, and twists), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. Your Onsite Employer is dedicated to the fulfillment of this policy in regard to all aspects of employment, including

but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

Your Onsite Employer will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. Your Onsite Employer will take appropriate corrective action, if and where warranted. Your Onsite Employer prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with any member of management.

#### *Policy Against Workplace Harassment*

Your Onsite Employer has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race (including traits associated with race, which include, but are not limited to, hair texture and protective hairstyles such as natural hairstyles, afros, bantu knots, curls, braids, locks, and twists), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### *Sexual Harassment*

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) 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.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to your Onsite Employer or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

#### *Other Harassment*

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race (including traits associated with race, which include, but are not limited to, hair texture and protective hairstyles such as natural hairstyles, afros, bantu knots, curls, braids, locks, and twists), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and

related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on their premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify any member of management.

Your Onsite Employer prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

They will promptly and thoroughly investigate any claim and take appropriate action where they find a claim has merit. To the extent possible, they will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If your Onsite Employer determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, your Onsite Employer may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, your Onsite Employer will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

### **Religious Accommodation**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES**

Your Onsite Employer is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from your Onsite Employer's dress code or the individual's schedule, basic job duties, or other aspects of employment. Your Onsite Employer will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation.

If you require a religious accommodation, speak with your Manager.

### **Wage and Hour Policies**

#### **Accommodations for Nursing Mothers**

Your Onsite Employer will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt your Onsite Employer's operations.

You are encouraged to discuss the length and frequency of these breaks with your Manager.

## **Meal and Rest Periods**

Your Onsite Employer strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. Your Onsite Employer requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

## **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance by your Manager.

At certain times your Onsite Employer may require you to work overtime. They will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, if you make less than one and one-half times the applicable minimum wage rate, you will be paid one and one-half times your regular rate of pay for time worked over 40 hours in a workweek or more than eight hours in a workday, unless otherwise exempted. If you make more than one and one-half times the applicable minimum wage rate, you will be paid one and one-half times your regular rate of pay for time worked over 40 hours in a workweek, unless otherwise exempted. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

Onsite Employer's pay periods vary. Check with your Manager for details.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

## **Performance, Discipline, Layoff, and Termination**

### **Disciplinary Process**

Violation of your Onsite Employer's policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. Your Onsite Employer encourages a system of progressive discipline depending on the type of prohibited conduct. However, your Onsite Employer is not

required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

## **Benefits**

### **Court Attendance and Witness Leave**

Your Onsite Employer realizes that, on occasion, employees may be subpoenaed to appear as a witness in a judicial or administrative proceeding. In such cases, you will be provided unpaid leave to attend. Notify your Manager as soon as possible to make scheduling arrangements.

Your Onsite Employer reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

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

### **COVID-19 Vaccination Leave**

#### **THIS POLICY APPLIES TO COMPANIES WITH 50 OR MORE EMPLOYEES**

Your Onsite Employer provides employees up to four hours of paid leave for the purpose of receiving a COVID-19 vaccination.

##### Eligibility

All employees are entitled to vaccination leave.

##### Amount of Leave and Usage

If you are to receive a single-dose vaccine, you are entitled to use two consecutive hours of vaccination leave. If you are to receive two doses, you are entitled to use two consecutive hours of vaccination leave per injection, for a total of four hours of leave.

##### Notice

You must provide at least 12 hours' notice of your intent to use vaccination leave.

##### Retaliation

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

##### Expiration

This policy expires on December 31, 2023. Your Onsite Employer is not required to provide this leave if they have an on-premises vaccination clinic where an employee may receive the COVID-19 vaccination during regular work hours or if your Onsite Employer is in their first two years of operation.

## **Domestic Violence Leave**

If you have worked for your Onsite Employer for 90 days or longer, you may be eligible for up to 160 hours of unpaid leave in a 12-month period under Nevada's domestic violence leave law. Leave may be taken for one or more of the following reasons or activities:

- The diagnosis, care, or treatment of a health condition related to domestic violence committed against you or a member of your family or household;
- To obtain counseling or assistance related to domestic violence committed against you or a member of your family or household;
- To participate in any court proceedings related to an act of domestic violence committed against you or a member of your family or household; or
- To establish a safety plan, including any action to increase your safety or the safety of a member of your family or household from a future act of domestic violence.

You must provide appropriate advance notice of the need for leave unless you are prevented from doing so because of imminent danger to your health or safety or danger to the health or safety of a family or household member. After taking leave because of domestic violence, provide at least 48 hours' advance notice to your Manager of the need to use additional hours of leave. Domestic violence leave is unpaid; however, you may elect to use any available paid leave time if applicable.

You may be required to provide documentation that confirms or supports the reason provided for requesting leave. Your Onsite Employer will take all reasonable steps to keep confidential all information relating to leaves for domestic violence. You will not be penalized, or discriminated or retaliated against, for requesting or taking leave in accordance with this policy.

## **Jury Duty Leave**

Your Onsite Employer encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, compensation is not required under federal or state law. You may opt to use PTO/vacation in place of unpaid leave, if applicable.

Your Onsite Employer reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

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

## **Paid Leave**

### **THIS POLICY APPLIES TO EMPLOYERS WITH 50 OR MORE EMPLOYEES AFTER 2 YEARS OF OPERATION**

Your Onsite Employer complies with the requirement to provide paid leave to all eligible employees in accordance with Nevada's paid leave law.

If your Onsite Employer does not have an existing paid leave policy that fulfills the minimum requirements of the law, they will provide paid sick leave in either the Frontloading Method (all at once) or via the Accrual Method (an accrual schedule) in the following amounts:

#### **Accrual Method**

If your Onsite Employer uses the Accrual Method, eligible employees accrue 0.01923 hours of paid leave per hour worked (40 hours per year for full-time workers). New employees begin accruing paid leave on their first day of employment. You may use up to 40 hours of leave per leave year. For purposes of this policy, the leave year is a year from the employee's hire date. You may begin using paid leave on your 90th calendar day of employment.

You may carry over a maximum of 40 hours of unused accrued paid leave to the following leave year; however, you may still only use up to 40 hours in any given leave year.

### **Frontloading Method**

If your Onsite Employer uses the Frontloading Method, eligible employees will be provided 40 hours of paid leave at the beginning of each leave year. For purposes of this policy, the leave year is the employee's work anniversary. You may begin using paid leave on your 90th calendar day of employment.

You may not carry over unused paid leave to the following benefit year.

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

### **School Visitation Leave**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 50 OR MORE EMPLOYEES**

Your Onsite Employer will provide up to four hours of leave during any school year to employees who are the parent, guardian, or custodian of a child who is enrolled in a public school to:

- Attend parent-teacher conferences.
- Attend school-related activities during regular school hours.
- Volunteer or otherwise be involved at the school in which your child is enrolled during regular school hours.
- Attend school-sponsored events.

Leave will be granted for each child who is enrolled in public school.

You must submit a written request for leave to your Manager at least five school days before leave is to be taken.

You may be required to provide documentation verifying that during the time of leave, you did attend or were otherwise involved in an eligible school-related activity.

Time off under this policy will be without pay; however, exempt employees may receive pay for partial day absences, as required by applicable law.

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

### **Voting Leave**

Your Onsite Employer encourages all employees to exercise their right to vote. If your work schedule prevents you from voting on Election Day, your Onsite Employer will allow you sufficient time off to vote in accordance with the following conditions:

- One hour if your polling place is two miles or less from the workplace.
- Two hours if your polling place is more than two, but not more than 10 miles from the workplace.
- Three hours if your polling place is more than 10 miles from the workplace.

You must provide notice of the need for time off to vote prior to Election Day. The time when you can go to vote will be at the discretion of your Manager, consistent with applicable legal requirements. No deduction will be made from your usual salary or wages because of the leave.

## **Safety and Loss Prevention**

### **Workplace Smoking**

Your Onsite Employer is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

## **North Carolina Policies**

### **Hiring and Orientation Policies**

#### **Disability Accommodation**

##### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES**

Your Onsite Employer complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, your Onsite Employer will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, your Onsite Employer will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, they may need your permission to obtain additional information from your medical provider. All medical information received by your Onsite Employer in connection with a request for accommodation will be treated as confidential.

Your Onsite Employer encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, your Onsite Employer is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on your Onsite Employer.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Your Onsite Employer will not discriminate or retaliate against employees for requesting an accommodation.

#### **EEO Statement and Nonharassment Policy**

##### **Equal Opportunity Statement**

Your Onsite Employer is committed to the principles of equal employment. They are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is their intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age, race, religion, color, national origin, gender, sex, sexual orientation (including transgender status, gender identity or expression), physical or mental disability, genetic information, marital status, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws. Your Onsite Employer is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

Your Onsite Employer will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. Your Onsite Employer will take appropriate corrective action, if and where warranted. Your Onsite Employer prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with any member of management.

#### Policy Against Workplace Harassment

Your Onsite Employer has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race, religion, color, national origin, gender, sex, sexual orientation (including transgender status, gender identity or expression), physical or mental disability, genetic information, marital status, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) 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.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to your Onsite Employer or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors;
- Any unwanted physical touching or assaults, or blocking or impeding movements; and
- The spreading of or participation in dissemination of gossip or rumors of a sexual nature related to co-workers.

#### Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age, race, religion, color, national origin, gender, sex, sexual orientation (including transgender status, gender identity or expression), physical or mental disability, genetic information, marital status, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on their premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify any member of management.

Your Onsite Employer prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

They will promptly and thoroughly investigate any claim and take appropriate action where they find a claim has merit. To the extent possible, they will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If your Onsite Employer determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, your Onsite Employer may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, your Onsite Employer will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

### **Religious Accommodation**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES**

Your Onsite Employer is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from your Onsite Employer's dress code or the individual's schedule, basic job duties, or other aspects of employment. Your Onsite Employer will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation.

If you require a religious accommodation, speak with your Manager.

### **Wage and Hour Policies**

#### **Accommodations for Nursing Mothers**

Your Onsite Employer will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt your Onsite Employer's operations.

You are encouraged to discuss the length and frequency of these breaks with your Manager.

## **Meal and Rest Periods**

Your Onsite Employer strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. Your Onsite Employer requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

## **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance by your Manager.

At certain times your Onsite Employer may require you to work overtime. They will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

Onsite Employer's pay periods vary. Check with your Manager for details.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

## **Performance, Discipline, Layoff, and Termination**

### **Disciplinary Process**

Violation of your Onsite Employer's policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. Your Onsite Employer encourages a system of progressive discipline depending on the type of prohibited conduct. However, your Onsite Employer is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

## **Benefits**

### **Domestic Violence Leave**

Your Onsite Employer will provide employees reasonable unpaid leave to obtain or attempt to obtain relief from domestic violence in accordance with North Carolina law.

You must provide reasonable advance notice of your need for leave unless an emergency prevents you from doing so. You may be required to provide documentation showing evidence of the emergency.

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

### **Jury Duty Leave**

Your Onsite Employer encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, compensation is not required under federal or state law. You may opt to use PTO/vacation in place of unpaid leave, if applicable.

Your Onsite Employer reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

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

### **School Visitation Leave**

If you are the parent, guardian, or person standing in loco parentis of a school-aged child, your Onsite Employer will provide you up to four hours of time off per year to attend or otherwise be involved at the child's school.

You and your Manager must mutually agree to the scheduling of leave.

Submit a written request for leave at least 48 hours in advance of the requested absence. You may be required to provide documentation from the child's school verifying that you were involved at the school during the leave time.

Leave under this policy will be unpaid; however, exempt employees may be paid as required by law.

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

### **Voting Leave**

If your work schedule prevents you from voting on Election Day, your Onsite Employer will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Manager.

## **Safety and Loss Prevention**

### **Workplace Smoking**

Your Onsite Employer is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

## **South Carolina Policies**

### **Cover Page – Acknowledgment**

PURSUANT TO, AND IN ACCORDANCE WITH, S.C. CODE ANN. § 41-1-110, NOTHING IN THIS HANDBOOK OR IN ANY OF EMPLOYER'S POLICIES WILL BE DEEMED TO CONSTITUTE A CONTRACT OF EMPLOYMENT. ALL EMPLOYEES OF YOUR ONSITE EMPLOYER (SOUTH CAROLINA) ARE EMPLOYEES-AT-WILL, WHO MAY QUIT AT ANY TIME FOR ANY OR NO REASON AND WHO MAY BE TERMINATED AT ANY TIME FOR ANY OR NO REASON. THE CONTENTS OF THIS HANDBOOK ARE SUBJECT TO CHANGE AT ANY TIME AT THE DISCRETION OF YOUR ONSITE EMPLOYER.

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

Print Name: \_\_\_\_\_

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

Return your signed acknowledgment to your Onsite Employer.

# Hiring and Orientation Policies

## Disability Accommodation

### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES**

Your Onsite Employer complies with the Americans with Disabilities Act (ADA), the South Carolina Pregnancy Accommodations Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, your Onsite Employer will provide a reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

Reasonable accommodations for an individual with disabilities may include job restructuring; part-time or modified work schedules; reassignment to a vacant position; acquisition or modification of equipment or devices; appropriate adjustment or modifications of examinations, training materials, or policies; the provision of qualified readers or interpreters; and other similar accommodations.

Reasonable accommodations for an individual with a disability relating to pregnancy, childbirth, or a related condition may include providing more frequent or longer break periods; providing more frequent bathroom breaks; providing a private place, other than a bathroom stall for the purpose of expressing milk; modifying a food or drink policy; providing seating or allowing the individual to sit more frequently if the job requires them to stand; providing assistance with manual labor and limits on lifting; temporarily transferring the individual to a less strenuous or hazardous vacant position, if qualified; providing job restructuring or light duty, if available; acquiring or modifying equipment or devices necessary for performing essential job functions; or modifying work schedules.

However, your Onsite Employer is not required to do the following, unless your Onsite Employer does or would do so for other employees or classes of employees that need a reasonable accommodation:

- Hire new employees that your Onsite Employer would not have otherwise hired;
- Discharge an individual, transfer another individual with more seniority, or promote another individual who is not qualified to perform the new job;
- Create a new position, including a light duty position for the individual, unless a light duty position would be provided for another equivalent individual; or
- Compensate an individual for more frequent or longer break periods, unless the individual uses a break period which would otherwise be compensated.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, your Onsite Employer will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, they may need your permission to obtain additional information from your medical provider. All medical information received by your Onsite Employer in connection with a request for accommodation will be treated as confidential.

Your Onsite Employer encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, your Onsite Employer is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any

reasonable accommodation can be made without imposing an undue hardship on your Onsite Employer.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Your Onsite Employer will not discriminate or retaliate against employees for requesting an accommodation.

## **EEO Statement and Nonharassment Policy**

### *Equal Opportunity Statement*

Your Onsite Employer is committed to the principles of equal employment. They are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is their intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. Your Onsite Employer is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

Your Onsite Employer will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. Your Onsite Employer will take appropriate corrective action, if and where warranted. Your Onsite Employer prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with any member of management.

### *Policy Against Workplace Harassment*

Your Onsite Employer has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

### *Sexual Harassment*

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) 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.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;

- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to your Onsite Employer or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors;
- Any unwanted physical touching or assaults or blocking or impeding movements; and
- The spreading or participation in dissemination of gossip or rumors of a sexual nature related to co-workers.

### Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on their premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify any member of management.

Your Onsite Employer prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

They will promptly and thoroughly investigate any claim and take appropriate action where they find a claim has merit. To the extent possible, they will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If your Onsite Employer determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, your Onsite Employer may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, your Onsite Employer will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

### **Religious Accommodation**

**THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES**

Your Onsite Employer is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from your Onsite Employer's dress code or the individual's schedule, basic job duties, or other aspects of employment. Your Onsite Employer will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation.

If you require a religious accommodation, speak with your Manager.

## **Wage and Hour Policies**

### **Accommodations for Nursing Mothers**

Your Onsite Employer will provide nursing mothers reasonable break time to express milk for their infant child.

If you are nursing, your Onsite Employer will provide you a private room or other location, other than a restroom, in close proximity to your work area, to express milk. The room or location will be shielded from view and free from intrusion from coworkers and the public.

The break time must, if possible, run concurrently with any break time already provided. If you are nonexempt, clock in and out/record the start and end time for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid as permissible under applicable law.

You are encouraged to discuss the length and frequency of these breaks with your Manager.

Your Onsite Employer will not discriminate or retaliate against employees who express milk in the workplace in accordance with this policy.

### **Meal and Rest Periods**

Your Onsite Employer strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. Your Onsite Employer requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

### **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance by your Manager.

At certain times your Onsite Employer may require you to work overtime. They will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

Onsite Employer's pay periods vary. Check with your Manager for details.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

## **Performance, Discipline, Layoff, and Termination**

### **Disciplinary Process**

Violation of your Onsite Employer's policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. Your Onsite Employer encourages a system of progressive discipline depending on the type of prohibited conduct. However, your Onsite Employer is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

## **Benefits**

### **Bone Marrow Donation Leave**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 20 OR MORE EMPLOYEES IN AT LEAST ONE SITE WITHIN SOUTH CAROLINA**

Your Onsite Employer will provide up to 40 hours of paid time off to eligible employees who wish to donate bone marrow.

To be eligible for donation leave, you must work an average of 20 or more hours per week.

To obtain leave under this policy, you must provide documentation from a physician verifying the purpose and duration of the requested leave. If there is a medical determination that you do not qualify as a bone marrow donor, you will not lose the paid time off.

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

### **Crime Victim and Witness Leave**

If you are subpoenaed as a victim of or a witness to a crime, your Onsite Employer will provide you with unpaid time off to attend court proceedings related to the crime.

**Victim** means any individual who suffers direct or threatened physical, psychological, or financial harm as the result of the commission or attempted commission of a criminal offense. The term includes the spouse, parent, child, or lawful representative of a victim who is deceased, a minor, incompetent, or physically or psychologically incapacitated. The term does not include:

- Any individual who is the subject of an investigation for, who is charged with, or who has been convicted of or pled guilty or *nolo contendere* to the offense in question;
- Any individual (including a spouse, parent, child, or lawful representative) who is acting on behalf of the suspect, juvenile offender, or defendant, unless such actions are required by law; or

- Any individual who was imprisoned or engaged in an illegal act at the time of the offense at issue in the proceedings.

Upon receipt of a valid subpoena, notify your Manager as soon as possible to make scheduling arrangements.

Your Onsite Employer will not retaliate against, suspend, or reduce the wages or benefits of employees who request or take leave in accordance with this policy.

## **Jury Duty Leave**

Your Onsite Employer encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, compensation is not required under federal or state law. You may opt to use PTO/vacation in place of unpaid leave, if applicable.

Your Onsite Employer reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

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

## **Voting Leave**

If your work schedule prevents you from voting on Election Day, your Onsite Employer will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Manager, consistent with applicable legal requirements.

## **Safety and Loss Prevention**

### **Workplace Smoking**

Your Onsite Employer is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

## Tennessee Policies

### Hiring and Orientation Policies

#### Disability Accommodation

##### **THIS POLICY APPLIES TO EMPLOYERS WITH 8 OR MORE EMPLOYEES**

Your Onsite Employer complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, your Onsite Employer will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, your Onsite Employer will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, they may need your permission to obtain additional information from your medical provider. All medical information received by your Onsite Employer in connection with a request for accommodation will be treated as confidential.

Your Onsite Employer encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, your Onsite Employer is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on your Onsite Employer.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Your Onsite Employer will not discriminate or retaliate against employees for requesting an accommodation.

#### EEO Statement and Nonharassment Policy

##### **Equal Opportunity Statement**

Your Onsite Employer is committed to the principles of equal employment. They are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is their intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. Your Onsite Employer is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

Your Onsite Employer will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. Your Onsite Employer will take appropriate corrective action, if and where warranted. Your Onsite Employer prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with any other member of management.

#### *Policy Against Workplace Harassment*

Your Onsite Employer has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### *Sexual Harassment*

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) 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.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to your Onsite Employer or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

#### *Other Harassment*

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on their premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify any member of management.

Your Onsite Employer prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

They will promptly and thoroughly investigate any claim and take appropriate action where they find a claim has merit. To the extent possible, they will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If your Onsite Employer determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, your Onsite Employer may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, your Onsite Employer will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

### **Religious Accommodation**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 8 OR MORE EMPLOYEES**

Your Onsite Employer is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from your Onsite Employer's dress code or the individual's schedule, basic job duties, or other aspects of employment. Your Onsite Employer will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation.

If you require a religious accommodation, speak with your Manager.

### **Workplace Bullying**

Your Onsite Employer is firmly committed to a workplace free from abusive conduct. They strive to provide high quality products and services in an atmosphere of respect, collaboration, openness, safety, and equality. All employees have the right to be treated with dignity and respect. All complaints of negative and inappropriate workplace behaviors will be taken seriously and followed through to resolution. Any individual who files a complaint will not suffer negative consequences for reporting others for inappropriate behavior.

This policy applies to all full-time and part-time employees, including interns. It does not apply to independent contractors; however, other contract employees are included. This policy applies to any sponsored program, event, or activity including, but not limited to, sponsored recreation programs and activities and the performance by officers and employees of their employment-related duties. The policy also applies to electronic communications by employees.

## Abusive Conduct

**Abusive conduct** includes acts or omissions that would cause a reasonable person, based on the severity, nature, and frequency of the conduct, to believe that an individual was subject to an abusive work environment, which can include but is not limited to:

- Repeated verbal abuse in the workplace, including derogatory remarks, insults, and epithets;
- Verbal, nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature in the workplace; or
- The sabotage or undermining of an individual's work performance in the workplace.

A single act generally will not constitute abusive conduct, unless such conduct is determined to be severe and egregious.

Abusive conduct does **not** include:

- Disciplinary procedures in accordance with your Onsite Employer's policies.
- Routine coaching and counseling, including feedback about and correction of work performance.
- Reasonable work assignments, including shift, post, and overtime assignments.
- Individual differences in styles of personal expression.
- Passionate, loud expression with no intent to harm others.
- Differences of opinion on work-related concerns.
- The non-abusive exercise of managerial prerogative.

## Responsibilities

Those in positions of authority have a particular responsibility to ensure that healthy and appropriate behaviors are exhibited at all times and that complaints to the contrary are addressed in a timely manner. Managers, supervisors, and others in positions of authority will:

- Provide a working environment as safe as possible by having preventative measures in place and by dealing immediately with threatening or potentially violent situations;
- Provide good examples by treating all with courtesy and respect;
- Ensure that all employees have access to and are aware of the abusive conduct prevention policy and explain the procedures to be followed if a complaint of inappropriate behavior at work is made;
- Be vigilant for signs of inappropriate behaviors at work through observation and information seeking, and take action to resolve the behavior before it escalates;
- Respond promptly, sensitively, and confidentially to all situations where abusive behavior is observed or alleged to have occurred.

You are expected to:

- Treat all employees with dignity and respect.
- Refrain from engaging in threatening, violent, intimidating, or other abusive conduct or behaviors.
- Assume personal responsibility to promote fairness and equity in the workplace and report any incidents of abusive conduct in accordance with this policy.
- Co-operate with preventative measures introduced by your Manager and recognize that a finding of unacceptable behaviors at work will be dealt with through appropriate disciplinary procedures.

## **Complaint Process**

### Reporting

If you feel that you have been subjected to abusive conduct or have witnessed such conduct, report the matter verbally or in writing to your Manager. Your complaint should include details of each incident of abusive

conduct, such as dates, times, locations, and any witnesses.

Those in positions of authority must timely report known incidents involving workplace abuse, intimidation, or violence to upper management. All managers and supervisors are required to take reasonable steps to protect the complainant, including, but not limited to, separation of those involved. The person complained against will be notified that an allegation has been made against him or her and will be informed of the investigative procedure.

#### Investigation

Investigations of abusive conduct will be conducted as soon as practicable and in accordance with your Onsite Employer's policies and practices. The objective of the investigation is to determine whether the behaviors complained of occurred, and therefore will include interviewing the complainant, accused, and any witnesses with direct knowledge of the alleged behaviors. All interviews will be appropriately documented. The investigation will be conducted thoroughly, objectively, with sensitivity, and with due respect for all parties. The investigator will provide a copy of the investigative report to the appointing authority for further action. All affected parties will be informed of the investigation's outcome.

#### Corrective Action

If abusive conduct is found, your Onsite Employer will take immediate and appropriate corrective action. Remedies may be determined by weighing the severity and frequency of the incidences of abusive conduct and in accordance with existing disciplinary policies.

Any individual who engages in conduct that violates this policy or who encourages such conduct by others will be subject to corrective action. Such corrective action may include, but is not limited to, participation in counseling, training, and disciplinary action up to and including termination, or changes in job duties or location.

Any Manager or other person in a position of authority who allows abusive conduct to continue or fails to take appropriate action upon learning of such conduct will be subject to corrective action. Such corrective action may include, but is not limited to, participation in counseling, training, disciplinary action up to and including termination, or changes in job duties or location.

While your Onsite Employer encourages all employees to raise any concern(s) under this policy and procedure, your Onsite Employer recognizes that intentional or malicious false allegations can have a serious effect on innocent people. Individuals falsely accusing others of violations of this policy will be disciplined in accordance with your Onsite Employer's disciplinary policy.

Any individual exhibiting continuing emotional or physical effects from a reported incident will be directed toward established assistance programs or other available resources.

When abusive conduct has been confirmed, your Onsite Employer will continue to review the situation and may take additional corrective actions if necessary. Preventative measures may also be taken to reduce the reoccurrence of similar behaviors or actions.

#### Confidentiality

To the extent permitted by law, your Onsite Employer will maintain the confidentiality of each party involved in an abusive conduct investigation, complaint, or charge, provided it does not interfere with the ability to investigate the allegations or to take corrective action. However, state law may prevent your Onsite Employer from maintaining confidentiality of public records. Therefore, your Onsite Employer cannot guarantee confidentiality.

## Retaliation

Retaliation is any act of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual or individuals exercising rights under this policy. Your Onsite Employer will not retaliate or otherwise discriminate against employees who exercise their rights under this policy.

## **Wage and Hour Policies**

### **Accommodations for Nursing Mothers**

Your Onsite Employer will provide nursing mothers reasonable break time to express milk for their infant child.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock in and out/record the start and end time for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You are encouraged to discuss the length and frequency of these breaks with your Manager.

Your Onsite Employer will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

### **Meal and Rest Periods**

Your Onsite Employer strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. Your Onsite Employer requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

### **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance by your Manager.

At certain times your Onsite Employer may require you to work overtime. They will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

### **Pay Period**

Onsite Employer's pay periods vary. Check with your Manager for details.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

## Performance, Discipline, Layoff, and Termination

### Disciplinary Process

Violation of your Onsite Employer's policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. Your Onsite Employer encourages a system of progressive discipline depending on the type of prohibited conduct. However, your Onsite Employer is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

## Benefits

### Veterans Day Leave

Your Onsite Employer will allow employees who are veterans to take Veterans Day (November 11) as a holiday, provided their absence, either alone or in combination with other veteran employee absences, on that day does not impact public health or safety, or cause your Onsite Employer significant economic or operational disruption. Your Onsite Employer will determine if this holiday is paid or unpaid.

**Veteran** means a former member of the U.S. Armed Forces, or a former or current member of a reserve or Tennessee National Guard unit who was called into active military service of the United States.

To be eligible for this holiday:

- You must provide your Onsite Employer with at least one month written notice of your intent to take the Veterans Day holiday.
- You must provide your Onsite Employer with proof of your status as a veteran. This may include, but is not limited to, your Form DD-214 or other comparable certificate of discharge from the armed forces.

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

### Jury Duty Leave

Your Onsite Employer encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Manager as soon as possible to make scheduling arrangements. You will receive your regular compensation for time spent on jury duty.

Your Onsite Employer reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

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

## **Voting Leave**

If your work schedule prevents you from voting on Election Day, your Onsite Employer will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Manager, consistent with applicable legal requirements.

## **Safety and Loss Prevention**

### **Workplace Smoking**

Your Onsite Employer is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

## Texas Policies

### Hiring and Orientation Policies

#### Disability Accommodation

##### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES**

Your Onsite Employer complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, your Onsite Employer will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, your Onsite Employer will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, they may need your permission to obtain additional information from your medical provider. All medical information received by your Onsite Employer in connection with a request for accommodation will be treated as confidential.

Your Onsite Employer encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, your Onsite Employer is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on your Onsite Employer.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Your Onsite Employer will not discriminate or retaliate against employees for requesting an accommodation.

#### EEO Statement and Nonharassment Policy

##### **Equal Opportunity Statement**

Your Onsite Employer is committed to the principles of equal employment. They are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is their intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, religion, color, national origin, gender, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information, marital status, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws. Your Onsite Employer is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

Your Onsite Employer will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. Your Onsite Employer will take appropriate corrective action, if and where warranted. Your Onsite Employer prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with any member of management.

#### *Policy Against Workplace Harassment*

Your Onsite Employer has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, religion, color, national origin, gender, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information, marital status, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### *Sexual Harassment*

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) 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.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to your Onsite Employer or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

#### *Other Harassment*

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age (40 and older), race, religion, color, national origin, gender, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information, marital status, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on their premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify any member of management.

Your Onsite Employer prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

They will promptly and thoroughly investigate any claim and take appropriate action where they find a claim has merit. To the extent possible, they will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If your Onsite Employer determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, your Onsite Employer may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, your Onsite Employer will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

### **Religious Accommodation**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES**

Your Onsite Employer is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from your Onsite Employer's dress code or the individual's schedule, basic job duties, or other aspects of employment. Your Onsite Employer will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation.

If you require a religious accommodation, speak with your Manager.

### **Wage and Hour Policies**

#### **Accommodations for Nursing Mothers**

Your Onsite Employer will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt your Onsite Employer's operations.

You are encouraged to discuss the length and frequency of these breaks with your Manager.

## **Meal and Rest Periods**

Your Onsite Employer strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. Your Onsite Employer requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

## **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance by your Manager.

At certain times your Onsite Employer may require you to work overtime. They will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

Onsite Employer's pay periods vary. Check with your Manager for details.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

## **Performance, Discipline, Layoff, and Termination**

### **Disciplinary Process**

Violation of your Onsite Employer's policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. Your Onsite Employer encourages a system of progressive discipline depending on the type of prohibited conduct. However, your Onsite Employer is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

## **Benefits**

### **Jury Duty Leave**

Your Onsite Employer encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, compensation is not required under federal or state law. You may opt to use PTO/vacation in place of unpaid leave, if applicable.

Your Onsite Employer reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

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

### **Voting Leave**

If your work schedule prevents you from voting on Election Day, your Onsite Employer will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Manager, consistent with applicable legal requirements.

### **Witness Leave**

Your Onsite Employer realizes that, on occasion, employees may be subpoenaed to appear in a civil, criminal, legislative, or administrative proceeding. In such cases, you will be provided unpaid leave to attend. Notify your Manager as soon as possible to make scheduling arrangements. You may opt to use PTO/vacation in place of unpaid leave, if applicable.

Your Onsite Employer reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

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

## **Safety and Loss Prevention**

### **Workplace Smoking**

Your Onsite Employer is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

## **Virginia Policies**

### **Hiring and Orientation Policies**

#### **Disability Accommodation**

Your Onsite Employer complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, lactation, and related medical conditions. Consistent with this commitment, your Onsite Employer will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, your Onsite Employer will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by your Onsite Employer in connection with a request for accommodation will be treated as confidential.

Your Onsite Employer encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, your Onsite Employer is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on your Onsite Employer.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Your Onsite Employer will not discriminate or retaliate against employees for requesting an accommodation.

#### **EEO Statement and Nonharassment Policy**

##### **Equal Opportunity Statement**

Your Onsite Employer is committed to the principles of equal employment. They are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is their intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race (including traits historically associated with race, which includes hair texture, hair type, and protective hairstyles such as braids, locks, and twists), color, national origin, ancestry, religion (including any outward expression of religious faith, which includes adherence to religious dressing and grooming practices and carrying or displaying religious items or symbols), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), military status (including status as a uniformed servicemember, a veteran, or dependent of a servicemember), or any other status protected by federal, state, or local laws. Your Onsite Employer is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to

recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

Your Onsite Employer will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. Your Onsite Employer will take appropriate corrective action, if and where warranted. Your Onsite Employer prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with any other member of management.

#### Policy Against Workplace Harassment

Your Onsite Employer has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race (including traits historically associated with race, which includes hair texture, hair type, and protective hairstyles such as braids, locks, and twists), color, national origin, ancestry, religion (including any outward expression of religious faith, which includes adherence to religious dressing and grooming practices and carrying or displaying religious items or symbols), sex, sexual orientation (including transgender status, gender identity, or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), military status (including status as a uniformed servicemember, a veteran, or dependent of a servicemember), or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) 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.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to your Onsite Employer or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors;
- Any unwanted physical touching or assaults or blocking or impeding movements; and
- The spreading or participation in dissemination of gossip or rumors of a sexual nature related to coworkers.

## Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race (including traits historically associated with race, which includes hair texture, hair type, and protective hairstyles such as braids, locks, and twists), color, national origin, ancestry, religion (which includes any outward expression of religious faith, including adherence to religious dressing and grooming practices and carrying or displaying religious items or symbols), sex, sexual orientation (including transgender status, gender identity, or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), military status (including status as a uniformed servicemember, a veteran, or dependent of a servicemember), or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above-protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above-protected categories and that is placed on walls, bulletin boards, or elsewhere on their premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

## Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify any member of management.

Your Onsite Employer prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain about, or assist in the investigation of any complaint of harassment or discrimination.

They will promptly and thoroughly investigate any claim and take appropriate action where they find a claim has merit. To the extent possible, they will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If your Onsite Employer determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, your Onsite Employer may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, your Onsite Employer will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

## **Religious Accommodation**

### **THIS POLICY APPLIES TO EMPLOYERS WITH 5 OR MORE EMPLOYEES**

Your Onsite Employer is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from your Onsite Employer's dress code or the individual's schedule, basic job duties, or other aspects of employment. Your Onsite Employer will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation.

If you require a religious accommodation, speak with your Manager.

## **Wage and Hour Policies**

### **Accommodations for Nursing Mothers**

Your Onsite Employer will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock in and out/record the start and end time for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt your Onsite Employer's operations.

You are encouraged to discuss the length and frequency of these breaks with your Manager.

Your Onsite Employer will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

### **Meal and Rest Periods**

Your Onsite Employer strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. Your Onsite Employer requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

### **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance by your Manager.

At certain times your Onsite Employer may require you to work overtime. They will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

### **Pay Period**

Standard pay periods vary at Onsite Employers. Check with your Manager for additional details.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

# **Performance, Discipline, Layoff, and Termination**

## **Disciplinary Process**

Violation of your Onsite Employer's policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. Your Onsite Employer encourages a system of progressive discipline depending on the type of prohibited conduct. However, your Onsite Employer is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

## **General Policies**

### **Access to Personnel and Medical Records Files**

Your Onsite Employer maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you or your attorney wish to review or request a copy of records or papers reflecting your dates of employment, wages or salary during your employment, your job description and job title, and any injuries sustained by you during the course of your employment, you must submit a written request to your Manager for such.

Such requested records or papers will be provided within 30 days of receipt of your written request, unless a delay is necessary, in which case you will be notified in writing of the reason for the delay, and the records or papers will be provided to you within 30 days of such written notice. Any inspection of records or papers must occur in the presence of your Onsite Employer representative. You may be charged a reasonable fee per page for copying, and should the records or papers be kept in electronic format, you may be charged a reasonable fee for the electronic records.

All requests by an outside party for information contained in your personnel file will be directed to management.

## **Benefits**

### **Court Attendance and Witness Leave**

Your Onsite Employer realizes that, on occasion, you may be summoned or subpoenaed to appear as a witness in a civil or criminal proceeding. In such cases, you will be provided unpaid leave to attend. Notify your Manager as soon as possible to make scheduling arrangements. You may opt to use PTO/vacation in place of unpaid leave, if applicable.

Your Onsite Employer reserves the right to require you to provide proof of the need for leave to the extent authorized by law.

This policy does not apply to employees seeking leave because they are a defendant in a criminal case.

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

## **Crime Victim Leave**

Your Onsite Employer will provide employees who are victims of a crime leave from work to attend any criminal proceedings. Criminal proceedings are proceedings at which the victim has the right or opportunity to appear involving a crime against the victim, including all of the following:

- The initial appearance of the person suspected of committing the criminal offense against the victim.
- Any proceeding in which the court considers the post-arrest release of the person accused of committing a criminal offense against the victim or the conditions of that release.
- Any proceeding in which a negotiated plea for the person accused of committing the criminal offense against the victim will be presented to the court.
- Any sentencing proceeding.
- Any proceeding in which post-conviction release from confinement is considered.
- Any probation revocation disposition proceeding or any proceeding in which the court is requested to terminate the probation of a person who is convicted of committing a criminal offense against the victim.
- Any proceeding in which the court is requested to modify the terms of probation or intensive probation of a person if the modification will substantially affect the person's contact with or safety of the victim or if the modification involves restitution or incarceration status.

You are eligible for leave under this policy if:

- You have suffered physical, psychological, or economic harm as a direct result of the commission of a felony or of assault and battery, stalking, sexual battery, attempted sexual battery, maiming or driving while intoxicated;
- You are a spouse or child of the victim;
- The victim is a minor and you are the victim's parent or legal guardian; or
- The victim is physically or mentally incapacitated or was a homicide victim and you are the victim's spouse, parent, sibling, or legal guardian.

You are not eligible for leave if you are the person who committed the crime or the relative or guardian of an individual who committed the crime.

Prior to taking leave, provide your Manager with a copy of the form provided to you by the applicable law enforcement agency and, if applicable, provide a copy of the notice of each scheduled criminal proceeding that is provided to you as victim.

Your Onsite Employer may limit the leave provided under this policy if the leave creates an undue hardship.

Leave under this policy is without pay; however, the wages of exempt employees will not be reduced for a partial week's absence. You may elect to use accrued paid vacation, personal leave, or sick leave, if applicable.

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

## **Jury Duty Leave**

Your Onsite Employer encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt

to use PTO/vacation in place of unpaid leave, if applicable.

Your Onsite Employer reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

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

## **Voting Leave**

If your work schedule prevents you from voting on Election Day, your Onsite Employer will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Manager, consistent with applicable legal requirements.

## **Safety and Loss Prevention**

### **Workplace Smoking**

Your Onsite Employer is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

## 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: \_\_\_\_\_

Return your signed acknowledgment to your Onsite Employer.