# **Worksite General Handbook**

February 2024

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#### **Core Policies**

#### 1.0 Welcome

## 1.1 A Welcome Policy

#### Welcome!

This handbook is designed to acquaint you with your Onsite Employer and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed to benefit employees.

Throughout this Employee Handbook, you will find references to a company called Worksite. Your Onsite Employer has entered into a strategic partnership with a Professional Employer Organization (PEO) through a written contract. A PEO is an organization offering skills, expertise, and services to clients; thereby providing a cost-effective solution to the management and administration of payroll, accounting, employee benefits and employer risks.

Your Onsite Employer maintains responsibility and control of the daily operation of the core business, including the work done by the employees, as well as any employment decisions related to hiring, terminations, pay raises and corrective action. Your Onsite Employer will be responsible for such things as directing the manner in which services are to be delivered to customers, product design, methods of production, and so on. Your supervisor or manager is the person at your Onsite Employer who is responsible for training and the day-to-day supervision of your work.

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

Worksite does not have any actual control over any employee's workplace or the workplace environment. Worksite assists with certain administrative functions such as payroll administration, medical and Workers' Compensation insurance programs, and tax filings. Also, Worksite provides an online self-service center, where you can view and update some personal information, view and print paystubs, view pay and benefits deductions history, and access forms and manuals, etc.

PEO Contact Information: Worksite www.worksiteemployee.com 2579 North Toledo Blade Blvd. North Port, FL 34289 Office (941) 677-0110

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

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

If you have questions about work schedules, use of machines and equipment, job duties, job training, safety procedures, proper reporting of hours worked, where to park your vehicle at work, dress code, requests for time off, or who to call if you will be late or absent from work, contact your immediate supervisor or manager.

If you have questions about onboarding paperwork or processes, payroll, payroll deductions, W-2, or benefits, contact Worksite.

#### 1.2 Revisions to Handbook

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

## 1.3 At-Will Employment

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

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

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

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

This policy may not be appropriate in its entirety for employees working in Montana.

# 2.0 Hiring and Orientation Policies

# 2.1 Religious Accommodation

# THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES (\*NOTE, SOME STATES HAVE LAWS THAT APPLY TO EMPLOYERS WITH FEWER THAN 15 EMPLOYEES)

Your Onsite Employer recognizes the diversity of religious beliefs and is committed to providing equal employment opportunities to all employees, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, your Onsite Employer complies with Title VII of the Civil Rights Act of 1964 and all applicable state and local laws that prohibit employment discrimination on the basis of religion. Your Onsite Employer will reasonably accommodate the sincerely held religious beliefs of employees if the accommodations would resolve a conflict between the individual's religious belief or practice and a work requirement, unless doing so would create an undue hardship.

#### Requesting a Religious Accommodation

If you need an accommodation because of your religious beliefs or practices, make the request with your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need the accommodation.
- How the accommodation will help resolve the conflict between your religious beliefs or practices (or lack thereof) and your work requirements.

After receiving your request, your Onsite Employer will engage in an interactive dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs or practices and work requirements. Your Onsite Employer encourages you to suggest specific reasonable accommodations. 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.

Your Onsite Employer will not discriminate or retaliate against employees who, in good faith, request a religious accommodation under this policy.

## 2.2 Disability Accommodation

# THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES (\*NOTE, SOME STATES HAVE LAWS THAT APPLY TO EMPLOYERS WITH FEWER THAN 15 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:

- The reason you need an accommodation.
- A description of the proposed 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.

Where state or local law provides greater protections to employees than federal law, your Onsite Employer will apply the law that provides the greatest benefit to employees.

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.

# 2.3 Accommodations for Pregnant Employees

# THIS POLICY APPLIES TO EMPLOYERS WITH 15 OR MORE EMPLOYEES (\*NOTE, SOME STATES HAVE LAWS THAT APPLY TO EMPLOYERS WITH FEWER THAN 15 EMPLOYEES)

Your Onsite Employer will provide reasonable accommodation to pregnant employees for known limitations related to pregnancy, childbirth, or other related medical conditions in accordance with the federal Pregnant Workers Fairness Act (PWFA).

Examples of potential reasonable accommodations include:

- Seating;
- Closer parking;
- Flexible hours;
- Appropriately sized uniforms and safety apparel;
- Additional break time to use the bathroom, eat, and rest;
- Leave or time off to recover from childbirth;
- · Limitations on strenuous activities; and
- Limitations on strenuous activities or those that involve exposure to compounds not safe for pregnancy.

If you require an accommodation, notify your Manager. If the need for a particular accommodation is not obvious, you may be asked to include relevant information such as:

- The reason you need an accommodation.
- A description of the proposed accommodation.
- How the accommodation will address limitations caused by pregnancy, childbirth, or related medical conditions.

Your Onsite Employer will not require you to accept any accommodation without engaging in the interactive process to accurately understand your limitations and explore potential accommodations. Your Onsite Employer is not required to make your specific requested accommodation and is not required to provide any accommodation that would constitute an undue hardship on your Onsite Employer.

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

Your Onsite Employer will comply with state or local laws that provide additional protections beyond the PWFA.

Your Onsite Employer will not retaliate against employees who request or receive an accommodation under this policy.

# 2.4 Employment Authorization Verification

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

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

# 2.5 New Hires and Introductory Periods

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

## 2.6 Conflicts of Interest

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

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

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

# 3.0 Wage and Hour Policies

## 3.1 Introduction to Wage and Hour Policies

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

## 3.2 Direct Deposit

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

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

#### 3.3 Personal Data Changes

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

# 3.4 Paycheck Deductions

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

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

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

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

## 3.5 Payroll Advances and Loans

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

## 3.6 Recording Time

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

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

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

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

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

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

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

### 3.7 Attendance

Your Onsite Employer requires regular and punctual attendance by employees. You are expected to arrive at the workplace on time and ready to perform your job. Failure to comply with this policy may result in disciplinary action, up to and including termination.

If you are not going to arrive at work or return from a break on time, you must notify your Manager as soon as possible. Notice should include the expected duration of your absence and your expected time or date of return. You may be required to provide documentation of the need for the absence, as permitted by applicable law

If you become ill during your scheduled workday and need to leave before the end of your shift, notify your Manager immediately. If you are unable to perform your job at an acceptable level due to illness, you may be sent home until you are well enough to work.

Planned absences, such as vacations or medical appointments, should be arranged as far in advance as possible. If you need to be absent during the workday, attempt to schedule outside appointments or obligations so that your absence has the smallest impact possible on business operations.

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

If you fail to report to work for three (3) or more consecutive days and have not provided proper notification, your Onsite Employer will assume that you have voluntarily resigned your position and will proceed with the termination process.

# 4.0 Performance, Discipline, Layoff, and Termination

## 4.1 Open Door/Conflict Resolution Process

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

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

Should you choose not to contact your Onsite Employer for any reason, you may contact Worksite at 941-677-0110 for the limited purpose of having Worksite, at its option, and not as an employer, but as a possible facilitator, try in its sole discretion, to attempt to facilitate a resolution if requested and agreed to by all parties.

## 4.2 Outside Employment

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

#### 4.3 Standards of Conduct

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

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

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

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Excessive tardiness or absences.
- Inaccurate reporting of the hours worked.
- Failure to contact your Manager at least one hour in advance of any absence from scheduled work time; or as otherwise defined by your Onsite Employer.
- Working unauthorized overtime.
- Refusing to work overtime when requested by your Manager.
- Overstaying a leave of absence or vacation.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol or illegal drugs during working hours on your Onsite Employers' property (including in Company vehicles), or on Company business.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of your
  Onsite Employer or in the preparation of any employment-related documents including, but not limited
  to, job applications, personnel files, employment review documents, intra-company communications, or
  expense records.
- Divulging any confidential information to a person not authorized to receive it unless otherwise specifically authorized by law.
- Engaging in activities that constitute a conflict of interest.
- Theft, removal of or unauthorized possession or use of property belonging to any other employee, or the Onsite Employer. This rule includes attempts to remove property, as well as actual removal.
- Destroying or damaging property belonging to your Onsite Employer or any employee.

- Off-duty behavior reflecting poorly upon your Onsite Employer, including but not limited to, acts or indictments, fighting, abuse of alcohol or drugs, and/or immoral or indecent conduct.
- Insubordination, including failure to comply with the instructions or work assignments of supervisors or any member of your Onsite Employer's management.
- Fighting with, disrespecting, or harassment of (as defined in the EEO policy), any fellow employee, vendor, or customer.
- Using profane, obscene, vile or abusive language with customers or other employees.
- Threatening, intimidating, or coercing a fellow employee at any time or for any purpose.
- Loafing or sleeping on the job.
- Gambling on the premises of your Onsite Employer.
- Speeding or reckless driving on the premises of or while performing work for your Onsite Employer.
- Leaving an assignment workstation during working time without the permission of your Manager.
- Posting or removal of notices on any Onsite Employer bulletin boards.
- Participating in disorderly conduct, "horseplay", or practical jokes or pranks while on the premises of your Onsite Employer.
- Making or inviting personal telephone calls during working time, except in emergency situations.
- Refusal or failure to follow safety rules and procedures.
- Failure to report any work-related injury, accident, incident or unsafe condition.
- Refusing to take a blood or urine test when required.
- Smoking in non-designated areas.
- Engaging in outside employment that interferes with your ability to perform your job at your Onsite Employer.
- Unreasonable conduct or interfering with the orderly operation of your Onsite Employer.
- Failure to put forth proper effort.
- Carelessness on the job or unsatisfactory job performance.
- Littering or otherwise creating unsanitary conditions on the premises of your Onsite Employer.
- Entering the premises of your Onsite Employer or any client company when not authorized to do so.
- Lending keys, keycards or other Onsite Employer property to unauthorized persons.
- Solicitation of fellow employees on your Onsite Employer's premises, during working hours.
- Soliciting tips, loans or gifts.
- Failure to dress according to your Onsite Employer's policy.
- Failure to follow instructions or rules regarding the wearing of uniforms, identification badges, personal protective equipment or employee parking requirements.

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

## 4.4 Criminal Activity/Arrests

Your Onsite Employer will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by your Onsite Employer, whether on or off Onsite Employer's property, may result in disciplinary action including suspension or termination of employment.

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

## 4.5 Termination of Employment

Your employment is at-will, as described herein unless prohibited by state law. It is a result of a voluntary decision by you to seek employment and your Onsite Employer's decision to employ you. No person is employed for any specified term or duration for Worksite, LLC. or your Onsite Employer, unless there is a

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

Similarly, employment can be terminated at the discretion of your Onsite Employer for any reason, at any time, with or without notice except where prohibited by state law.

Generally, the following forms of termination are recognized:

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

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

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

**Quit Without Notice** – If you leave without proper notice, in most cases you will not be eligible for re-hire. If you do not report for work or call your Manager for a period of three (3) working days (unless otherwise defined by your Onsite Employer), you will be considered as having left without notice, abandoning your job.

**Discharge for Disciplinary Reasons** – This form of termination is initiated by your Onsite Employer when they believe it is necessary for the employment to end due to misconduct or violation of policy. The employee would not be eligible for re-employment.

#### **Company Property**

Upon termination of employment, employees are expected to return all company property to their Onsite Employer. Your Onsite Employer may pursue criminal charges for failure to return company property. Unless prohibited by state law, your Onsite Employer may also pay your final pay at the then prevailing minimum wage until such time that their property is returned. Employees should not return to your Onsite Employer's premises without your Onsite Employer's permission.

## **Final Pay**

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

# 5.0 General Policies

## 5.1 Nonsolicitation/Nondistribution Policy

Your Onsite Employer prioritizes a harmonious work environment that minimizes disruption to business operations and respects the focus of employees, visitors, and others. Their nonsolicitation/nondistribution policy aims to ensure a balanced approach to interactions within the workplace.

#### Solicitation

For the purposes of this policy, **solicitation** includes various activities such as selling items or services, seeking contributions, or seeking support for an organization. Solicitation, whether conducted verbally, in writing, or electronically, falls under this policy's scope.

During your assigned working hours, soliciting other employees is prohibited. **Working hours** refers to periods when either you or the employees you intend to solicit are expected to be actively engaged in work-related activities. You are permitted to engage in solicitation during authorized nonworking times, such as breaks, provided that the recipients of the solicitation are also on nonworking time.

#### Distribution

To ensure cleanliness, organization, and safety, the distribution of nonwork-related literature or items within working areas is prohibited at all times. Working areas do not include break/rest areas, lunchrooms, and parking lots. Electronic distribution of materials during work hours is also not allowed. Any literature that violates your Onsite Employer's equal employment opportunity (EEO) and nonharassment policies, or knowingly spreads false information, is strictly prohibited. Nonemployees are not permitted to distribute materials on your Onsite Employer's premises under any circumstances.

#### Statutory Rights and Communication

This policy is not meant to curtail the statutory rights of employees, including their right to discuss terms and conditions of employment. Open communication remains a vital part of our workplace culture.

### Reporting Violations

If you become aware of violations of this policy, report them to your Manager.

They appreciate your cooperation in maintaining a respectful and focused work environment.

## 5.2 Personal Appearance

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

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

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

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

## 5.3 Personal Cell Phone/Mobile Device Use

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

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

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

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

You may not connect your personal device to your Onsite Employer's network or to your Onsite Employer's equipment (computers, printers, etc.).

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

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

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

#### 5.4 Social Media

Your Onsite Employer acknowledges that social media has become an integral part of modern life that provides us with unique opportunities to communicate and share information with others. However, they also want to educate employees that their social media use can:

- Pose risks to your Onsite Employer's confidential and proprietary information, reputation, and brand;
- Expose your Onsite Employer to discrimination, harassment, and other claims; and
- Jeopardize your Onsite Employer's compliance with business rules and laws.

To minimize legal risks, avoid loss of productivity and distraction, and ensure that your Onsite Employer's IT resources and communications systems are used appropriately, all employees must abide by the following policy regarding social media use.

#### Social Media

For purposes of this policy, **social media** refers to any means of posting content on the internet, including personal websites, social networking sites, blogs, chat rooms, and other online platforms, whether affiliated with your Onsite Employer or not.

#### Use Good Judgment

While your Onsite Employer respects your right to personal expression, you should assume that anything you do on social media—whether on a business or personal account—could be viewed by a colleague, supervisor, partner, supplier, competitor, investor, customer, or potential customer. As such, any social media activity,

even from your personal account, reflects on your Onsite Employer as well as on yourself. It is important to remember that anyone can see what you post (or what you posted five years ago).

#### Guidelines for Posting on Social Media

#### When posting:

- Protect trade secrets, intellectual property, and confidential information related to your Onsite Employer.
- Do not make statements that are maliciously false or defamatory or would constitute unlawful harassment or discrimination.
- Do not make express or implied threats of violence.
- Avoid linking personal accounts to your Onsite Employer as an official source.
- Respect copyright, trademark, and third-party rights.
- Do not use your Onsite Employer's email addresses to register on social medial platforms for personal use.
- If you identify yourself as an employee of your Onsite Employer on your personal account and are
  posting about your Onsite Employer, make it clear that your views are your own and that you are not
  speaking on behalf of your Onsite Employer.

## Using Social Media at Work

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

#### Media Contacts

If you are not authorized to speak on behalf of your Onsite Employer, do not speak to the media on behalf of your Onsite Employer. Direct all media inquiries for official responses to the appropriate representative or department.

#### **Retaliation**

Retaliation against those reporting policy violations or cooperating in investigations is prohibited. Retaliatory actions may lead to disciplinary measures.

#### **Violations**

Violations of this policy may result in discipline, up to and including termination.

This policy does not limit employee's rights to discuss wages, hours, or other terms and conditions of employment. All employees have the right to engage in or refrain from such activities.

## 5.5 Off-Duty Use of Employer Property or Premises

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

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

# 5.6 Use of Company Technology

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

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

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

### General Provisions

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

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

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

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

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

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

#### **Violations**

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

## 5.7 Workplace Privacy and Right to Inspect

Your Onsite Employer's property, including but not limited to lockers, phones, computers, tablets, desks, workplace areas, vehicles, or machinery, remains under the control of your Onsite Employer and is subject to inspection at any time, without notice to any employee, and without their presence.

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

## 5.8 Confidentiality and Nondisclosure of Trade Secrets

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

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

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

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

#### 5.9 Inventions

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

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

## 6.0 Benefits

### 6.1 Benefits

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

There are additional benefits that may be available to you, such as discount programs, loans/advances, Employee Assistance Program (EAP), etc. Information about current offerings is available in the Employee Portal.

## 6.2 Family and Medical Leave (FMLA)

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

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

#### Eligibility

To qualify for FMLA leave, you must:

- Have worked for your Onsite Employer for at least 12 months, although that time need not be consecutive;
- Have worked at least 1,250 hours in the last 12 months; and
- Be employed at a worksite that has 50 or more employees within 75 miles.

#### Reasons for Leave

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

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

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

As used in this policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- Next of kin for the purposes of military care leave is a blood relative other than a spouse, parent, or
  child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a
  military service member designates in writing another blood relative as their caregiver, that individual
  will be the only next of kin. In appropriate circumstances, you may be required to provide
  documentation of next of kin status.

#### **Notice**

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

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

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

## **Certification**

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

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

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

#### Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid; however, you may be required to use available paid leave (e.g., vacation/paid time off/sick days/personal days), if offered by your Onsite Employer, during FMLA leave as permitted by law.

FMLA leave runs concurrently with other leaves, such as accrued paid leave that is substituted for unpaid FMLA leave and any state family leave laws, to the extent allowed by applicable law. The substitution of paid leave for unpaid FMLA leave does not extend the 12 or 26 weeks (whichever is applicable) of FMLA leave. In addition, the substitution of paid leave for unpaid leave may not result in your receipt of more than 100% of your salary.

If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize accrued paid leave. However, where state law permits, you may elect to use accrued paid leave to supplement these benefits.

#### **Leave Increments**

#### Intermittent Leave

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

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

## Parental Leave

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

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

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

#### Fitness for Duty Requirements

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

#### **Health Insurance**

## Maintaining Coverage During Leave

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

### Payment of Premiums

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

#### Reinstatement

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

#### Spouse Aggregation

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

### Failure to Return

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

#### Alternative Employment

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

### Interaction with State and Local Laws

Where state or local laws intersect with the FMLA, your Onsite Employer will comply with the law that is the most favorable to you.

#### Abuse of Leave

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

## Designation of Leave

If your Onsite Employer becomes aware of any qualifying reason for FMLA leave, your Onsite Employer will designate it as such. You may not refuse FMLA designation under this policy.

## Retaliation

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

# 6.3 Military Leave (USERRA)

Your Onsite Employer complies with applicable federal and state law regarding military leave and reemployment rights. A military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, with amendments) and all applicable state law. You must submit documentation of the need for leave to your Manager. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact your Manager or the appropriate representative.

#### 6.4 Personal Leave of Absence

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

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

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

#### Failure to Return from Leave

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

#### Alternative Employment

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

## 6.5 Workers' Compensation Insurance

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

Employees who have caused, contributed to, or been involved in an accident while at work, will be required to submit to a post-accident drug/alcohol test. An employee, who is unable to submit to testing at the time of an accident due to the seriousness of his or her injuries, is required to provide the necessary authorization for obtaining hospital reports and other documentation that would indicate whether there were any drugs or alcohol in his or her body system. In accordance with state law, an employee who tests positive for alcohol, illegal drugs, or controlled substance(s) may forfeit coverage under Worksite's workers' compensation coverage for all liability including any medical expenses incurred in connection with the injury.

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

If your Onsite Employer has workers' compensation insurance through Worksite, injured employees are required to keep Worksite informed regarding their treatment status and should forward all medical information associated with their status to Worksite within 24 hours after medical appointments.

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

# 7.0 Safety and Loss Prevention

# 7.1 General Safety

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

All employees must always observe the following safety rules:

Follow established safety procedures.

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

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

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

## 7.2 Security

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

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

# 7.3 Workplace Violence

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

### Zero Tolerance Policy

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

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

#### **Prohibited Conduct**

Prohibited conduct includes, but is not limited to:

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

#### Reporting Incidents of Violence

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

#### **Violations**

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

#### Retaliation

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

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

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

## 7.4 Drug and Alcohol Policy

Your Onsite Employer is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of your Onsite Employer to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others and will not be tolerated.

#### **Prohibited Conduct**

Your Onsite Employer expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

Your Onsite Employer may require drug and alcohol testing as allowed by federal, state and local laws. Reasons for testing may include:

- Pre-employment testing
- Reasonable suspicion
- Post-accident
- Fitness for Duty for employees that hold safety-sensitive positions

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Manager if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Your Onsite Employer may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, your Onsite Employer may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. Your Onsite Employer may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.

## **Violations**

Violation of this policy may result in disciplinary action, up to and including termination of employment.

# **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 Employer 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 or Owner of my Onsite Employer. I also understand that any delay or failure by my Onsite Employer to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of my Onsite Employer or affect the right of my Onsite Employer 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 Employer 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 Employer 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 my Onsite Employer.

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

Employee Signature:			
Print Name:			
Date:	_		