

# **Worksite General Handbook State Addendums**

**February 2024**

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# Alabama Policies

## Hiring and Orientation Policies

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 20 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 based on the following protected classes: 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, 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 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 membership in a protected class. 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 another person's body;
- 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 membership in a protected class.

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.

**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.

## **Benefits**

### **Election Official Leave**

Your Onsite Employer will provide employees who are precinct election officials with unpaid time off on Election Day in order to perform their appointed duties.

You must provide at least seven days' notice of your need for leave along with documentation supporting your status as an appointed precinct election official.

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

## **Emergency Services Leave**

If you are a volunteer firefighter or a member of an emergency medical service, your Onsite Employer will not terminate your employment for responding in the line of duty to an emergency call prior to the time you are due to report to work and for which you miss work.

**Emergency** means:

- A fire call.
- A hazardous or toxic materials spill and cleanup.
- Any other situation to which a volunteer department has been dispatched.
- An actual medical emergency to prevent the imminent loss of life.

You will not be paid for missed work time, in accordance with applicable law.

If you are a volunteer firefighter, prior to missing work, you must attempt to notify your Onsite Employer that you have been dispatched to an emergency.

If you miss work due to an emergency, you must provide your Onsite Employer with a statement that you responded to an emergency call and the time when you responded. This statement must be from either the chief of the volunteer fire department (if you are a volunteer firefighter), or from the fire department or emergency medical services (if you are an emergency medical service worker).

## **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. 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.

# Arizona Policies

## Hiring and Orientation Policies

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 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 based on the following protected classes: 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, 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 membership in a protected class. 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 another person's body;
- 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 membership in a protected class.

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.

**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.

## **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 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.



# Arkansas Policies

## Hiring and Orientation Policies

### 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 on the basis of the following protected classes: 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); sensory, 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. Discrimination based on race and natural origin includes discrimination based on natural, protective, or cultural hairstyles, including, but not limited to, afros, dreadlocks, twists, locs, braids, cornrow braids, Bantu knots, curls, and hair styled to protect hair texture or for cultural significance.

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 membership in a protected class. 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 another person's body;
- 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 membership in a protected class.

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.

## **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**

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.

## **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.

# Colorado Policies

## Hiring and Orientation Policies

### 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 an individual's membership, or perceived membership, in a protected class. For purposes of this policy, protected classes include: 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, marital 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. **Harassment** means to engage in any unwelcome physical or verbal conduct or any written, pictorial, or visual communication directed at an individual or group of individuals because of that individual's or group's membership, or perceived membership, in a protected class where such conduct or communication is subjectively offensive to the individual or group alleging harassment and is objectively offensive to a reasonable individual who is a member of the same protected class. The conduct or communication need not be severe or pervasive to constitute discrimination if:

1. Submission to the conduct or communication is explicitly or implicitly made a term or condition of the individual's employment;
2. Submission to, objection to, or rejection of the conduct or communication is used as a basis for employment decisions affecting the individual; or
3. The conduct or communication has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to list all the circumstances that may constitute 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.

Additionally, the following are some examples of conduct that may constitute sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or another person's body;
- 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.

### 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.

## **Wage and Hour Policies**

### **Colorado Overtime & Minimum Pay Standards (COMPS) Order Notice**

The Company is required to provide you with a copy of the latest Colorado Overtime and Minimum Pay Standards Order (COMPS Order) or COMPS Order poster with this handbook. A copy of the latest COMPS Order poster is included at the end of this handbook.

### **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**

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.

## **Wage Disclosure Protection**

In accordance with Colorado law, your Onsite Employer will not:

- Discharge, discipline, discriminate or retaliate against, coerce, intimidate, threaten, or interfere with you or any other person because you inquired about, disclosed, compared, or otherwise discussed your wages;
- Require you to agree to a nondisclosure of your wages as a condition of your employment with your Onsite Employer; or
- Require you to sign a waiver or other document that proposes to deny you the right to disclose your wage information.

However, if you have access to or knowledge of the compensation information of other employees as a part of your essential job functions, you may not disclose that information to individuals who do not otherwise have access to it, unless the disclosure is:

- In response to a formal complaint or charge;
- Part of an investigation, proceeding, hearing, or action, including an investigation conducted by your Onsite Employer; or
- Consistent with the legal duty of your Onsite Employer to furnish information.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to any member of Management.

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

## **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. Upon request, you will be permitted, on at least an annual basis, to inspect and/or obtain a copy of your own personnel or medical records file. Inspection will occur at your Onsite Employer's office in the presence of an authorized representative. You may be required to pay the reasonable cost of duplication of documents.

## Benefits

### Paid Public Health Emergency Leave

During a declared public health emergency, in addition to the paid sick leave provided under the Colorado Paid Sick Leave Policy, your Onsite Employer will also provide employees with paid public health emergency leave (supplemental paid sick leave) in accordance with the Colorado Healthy Families and Workplaces Act. For purposes of this policy, **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 had 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 Family and Medical Leave Insurance**

Colorado's Family and Medical Leave Insurance (FAMLI) program provides eligible employees with paid leave to care for themselves or their family members under certain circumstances. The program is administered by the Colorado Department of Labor and Employment, Division of Family and Medical Leave Insurance (FAMLI Division). Program premiums are funded through employer contributions and employee payroll deductions.

### Eligibility

To be eligible for FAMLI leave, you must have earned at least \$2,500 in wages in Colorado over the previous year.

### Reasons for Leave

FAMLI leave can be taken for 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 to care for that child (leave must be completed within one year of the child's placement).
- To care for a family member with a serious health condition.
- To care for your own serious health condition.
- A qualifying exigency of a family member 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).
- To obtain safe housing, care, and/or legal assistance in response to domestic violence, stalking, sexual assault, or sexual abuse.

**Family member** means:

- Regardless of age, your biological, adopted, or foster child, stepchild or legal ward, a child of your domestic partner, a child to whom you stand in loco parentis, or a person to whom you stood in loco parentis when the person was a minor;
- A biological, adoptive, or foster parent, stepparent, or legal guardian of you or your spouse or domestic partner, or a person who stood in loco parentis to you or your spouse or domestic partner when you or they were a minor child;
- A person to whom you are legally married under the laws of any state, or your domestic partner;
- A grandparent, grandchild, or sibling (whether a biological, foster, adoptive, or step relationship) of you or your spouse or domestic partner; or
- Any other individual with whom you have a significant personal bond that is or is like a family relationship, regardless of biological or legal relationship.

### Leave Usage

If eligible, you may take up to 12 weeks of FAMLI leave per year. If you have a serious health condition caused by pregnancy or childbirth complications, you may be eligible to take up to an additional four weeks, for a total of 16 weeks.

Leave may be taken continuously, intermittently, or in the form of a reduced schedule.

FAMLI leave will run concurrently with other leave when permissible under applicable law.

You may choose, but are not required, to use sick leave or other paid time off before using FAMLI leave.

### Notice

If leave is foreseeable, you must provide at least 30 days' notice. If leave is unforeseeable, you must provide notice as soon as practical.

### Applying for Leave

You must apply for FAMLI leave with the FAMLI Division. Instructions on how to file are available on the FAMLI Division website (<https://famli.colorado.gov/>). You have up to 30 days after leave has started to apply.

### Compensation

FAMLI leave benefits will be paid at a rate based on your average weekly wage. You can estimate your potential benefits by using the calculator available at <https://famli.colorado.gov/individuals-and-families/premium-and-benefits-calculator>.

### Continuation of Health Benefits

If your Onsite Employer provides you with health benefits under a group health plan, your Onsite Employer will maintain your health coverage at the same level and under the same conditions as if you had been continuously employed. You will be responsible for paying your share of the cost of health benefits as required prior to beginning leave.

### Restoration

If you worked for your Onsite Employer for at least 180 days prior to taking leave, you will be restored to your previous position or an equivalent position with equivalent employment 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.

## **Civil Air Patrol Leave**

Your Onsite Employer will provide eligible employees with up to 15 days of unpaid Civil Air Patrol leave per calendar year to respond to an emergency operational mission of the Colorado Wing of the Civil Air Patrol.

### Eligibility

To be eligible for Civil Air Patrol leave, you must be a member of the Colorado Wing of the Civil Air Patrol. Temporary employees are not eligible for Civil Air Patrol leave.

### Use of Leave

Leave will only be allowed if you return to work as soon as practical after being relieved from the Civil Air Patrol mission.

### Notice

Provide as much notice as possible of your intent to take Civil Air Patrol leave.

### Certification

Your Onsite Employer may require you to provide evidence of the satisfactory completion of Civil Air Patrol service.

### Restoration

Upon return from leave, you will be restored to your previous position or a similar position.

### Retaliation

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

## **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.

### **Emergency Volunteer Service Leave**

If you are a qualified volunteer called into service by a volunteer organization in response to a disaster, your Onsite Employer will provide you up to 15 workdays of unpaid leave in any calendar year to serve. This leave is not available to temporary employees. This leave will not affect your rights to vacation, sick leave, bonus, advancement, or other employment benefits.

You must provide proof that you are a qualified volunteer prior to taking leave and must return to work as soon as possible after being relieved from emergency volunteer services. You will be returned to your previous position or to a similar position.

Your Onsite Employer is not required to provide this leave to you if you are designated as essential, meaning:

- You are considered essential to your Onsite Employer's daily operations.
- Your absence would likely cause your Onsite Employer to suffer economic injury.
- Your duties include assisting in disaster recovery for your Onsite Employer.

Your Onsite Employer is not required to provide leave to more than 20 percent of employees on any workday. Under these circumstances, otherwise eligible employees may be denied leave.

### **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 Sick Leave**

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

### Eligibility

All employees who work in Colorado are eligible for sick leave.

### Reasons for Leave

Sick leave may be taken for the following reasons:

- To care for your own, or a family member's, mental or physical illness, injury, or health condition; to obtain medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or to obtain preventative medical care.
- If you or a family member have been the victim of domestic abuse, sexual assault, or harassment, in order to:
  - Seek medical attention or to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment;
  - Obtain services from a victim services organization;
  - Obtain mental health or other counseling;
  - Seek relocation due to the domestic abuse, sexual assault, or harassment; or
  - Seek legal services, including preparation for or participation in a civil or criminal proceeding related to or resulting from the domestic abuse, sexual assault, or harassment.
- Due to a public health emergency, a public official has ordered the closure of:
  - Your place of business; or
  - Your child's school or place of care and you need to be absent from work to care for your child.
- To care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event.
- To evacuate your place of residence due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event.
- To grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member.

**Family member** means:

- A person who is related to you by blood, marriage, civil union, or adoption;
- A child to whom you stand in loco parentis or a person who stood in loco parentis to you when you were a child; or
- A person for whom you are responsible for providing or arranging health- or safety-related care.

**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.

### Accrual and Usage

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 through the Accrual Method (an accrual schedule). See your Manager at your Onsite Employer for details regarding this benefit.

### **Frontloading Method**

Under the Frontloading Method, 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 frontloading method). The default benefit year is the calendar year unless the employer designates a different regular consecutive 12-month period as its benefit year in its written policy. The law does not say whether employers can prorate frontloaded sick leave for newly hired or part-time employees or whether unused sick leave must be carried over if the employer frontloads the leave.

### **Accrual Method**

Under the Accrual Method, employees accrue one hour of paid sick leave for every 30 hours worked. 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.

You may use a maximum of 48 hours of sick leave in a leave year. You 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.

### Compensation

You will be compensated for sick leave at the same rate and with the same benefits, including health benefits, as you normally earn during hours worked, not including overtime, bonuses, or holiday pay. In no instance will this be less than the applicable minimum wage.

### Notice

If the need for leave is foreseeable, you must make a good-faith effort to provide advance notice and make a reasonable effort to schedule leave in a manner that does not unduly disrupt your Onsite Employer. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

### Documentation

If you are absent for four or more consecutive days, you may be requested to provide reasonable documentation as soon as you are reasonably able to provide it, showing that the leave is being taken for permitted purposes.

### Payment upon Termination

You will not be paid for any unused sick leave when your employment ends.

### Interaction with Other Leave

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

### Transfers

If you transfer to another division, entity, or location, you are entitled to all previously unused sick leave and may use it as described in this policy.

### Reinstatement of Sick Leave upon Rehire

Your Onsite Employer will reinstate previously accrued, unused sick leave if you separate and are rehired within six months.

### Retaliation

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

## **Volunteer Firefighter Leave**

If you are a volunteer firefighter, your Onsite Employer will not terminate your employment for failing to report to work because you responded to an emergency summons if you provide your Onsite Employer with a written statement from the chief of the fire department stating that your absence was due to the response.

Additionally, your Onsite Employer will not terminate you for leaving work to respond to an emergency summons, if:

- Your Onsite Employer does not deem you to be essential to the operations;
- Your Onsite Employer previously received written documentation from the fire chief of your fire department of your status as a volunteer firefighter;
- The emergency is within the response area of your fire department and is of such magnitude that the emergency summons requires all firefighters to respond; and
- The chief of your fire department provides your Onsite Employer with a written statement verifying the time, date, and duration of your response.

If you are called into emergency service by a volunteer organization to respond to a disaster, your leave will be governed by the Emergency Volunteer Services Leave 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**

### **Colorado Workplace Public Health Rights Notice**

Your Onsite Employer is required to provide you with information regarding your rights under the Colorado Healthy Families and Workplaces Act (HFWA) and the Colorado Public Health Emergency Whistleblower Law (PHEW). A copy of the latest Colorado Workplace Public Health Rights poster, included at the end of this handbook, satisfies this requirement.



# Florida Policies

## Hiring and Orientation Policies

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 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), 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, COVID-19 status (knowledge or belief of a person's vaccination or COVID-19 post-infection recovery status or failure to take a COVID-19 test), 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, COVID-19 status (knowledge or belief of a person's vaccination or COVID-19 post-infection recovery status or failure to take a COVID-19 test), 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 another person's body;
- 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 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, COVID-19 status (knowledge or belief of a person's vaccination or COVID-19 post-infection recovery status or failure to take a COVID-19 test), 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, 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 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.

## **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.

## **Benefits**

### **Civil Air Patrol Leave**

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

Your Onsite Employer will provide eligible employees with at least 15 days of unpaid Civil Air Patrol leave per year to participate in a Civil Air Patrol training or mission.

### Eligibility

To be eligible for Civil Air Patrol leave, you must:

- Be employed by your Onsite Employer for at least 90 days before beginning leave; and
- Be a senior member of the Florida Wing of the Civil Air Patrol with at least an emergency services qualification.

### Use of Leave

You will not be required to use paid leave while on Civil Air Patrol leave. However, you may elect to substitute any paid leave for the work time missed on Civil Air Patrol leave, if applicable.

### Notice

Provide as much notice as possible of your intent to take Civil Air Patrol leave.

### Certification

Your Onsite Employer may ask you to provide documentation supporting your need for leave.

### Restoration

Upon completion of leave, you must promptly notify your Onsite Employer of your intent to return to work. Your Onsite Employer is not required to permit you to return to work if:

- Your Onsite Employer's circumstances have so changed as to make employment impossible or unreasonable;
- It would impose an undue hardship on your Onsite Employer;
- Your employment prior to taking leave was for a brief, nonrecurring period, and there was no reasonable expectation that your employment would continue indefinitely or for a significant period; or
- Your Onsite Employer had legally sufficient cause to terminate you at the time you commenced leave.

If you are permitted to return to work, you are entitled to:

- The seniority that you had on the date leave began and any other rights and benefits that are bestowed upon you as a result of such seniority; and
- Any additional seniority that you would have attained if you had remained continuously employed and any other rights and benefits that would have been bestowed upon you as a result of such seniority.

After you have returned to work, you may not be terminated for a period of one year after the date you returned, except for cause.

### Retaliation

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

## **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.

# Georgia Policies

## Hiring and Orientation Policies

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 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 based on the following protected classes: 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, 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 membership in a protected class. 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 another person's body;
- 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 membership in a protected class.

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.

## **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.

## **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.

## **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. You will be provided up to two hours of time off to vote in any municipal, county, state, or federal political party primary or election. Time off may be used on one of the days that is designated for advance in-person voting or on the day that such primary or election is held.

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

## Illinois Policies

### Hiring and Orientation Policies

#### 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 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 (Charge Processing): 312-814-6251

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

524 South 2nd Street, Suite 300  
Springfield, IL 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:**

Jefferson Terrace  
300 West Jefferson Street, Suite 108

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  
312-872-9777  
TTY: 1-800-669-6820  
ASL Video Phone: 844-234-5122  
Fax: 312-588-1260

## **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**

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.

## **Wage Disclosure Protection**

In accordance with Illinois law, your Onsite Employer will not discharge or in any other manner discriminate or retaliate against you for inquiring about, disclosing, comparing, or otherwise discussing your wages or the wages of any other employee.

However, if you have access to or knowledge of the compensation information of other employees as a part of your essential job functions, you may not disclose that information to individuals who do not otherwise have access to it, unless the disclosure is:

- In response to a formal complaint or charge;
- Part of an investigation, proceeding, hearing, or action, including an investigation conducted by your Onsite Employer; or
- Consistent with the legal duty of your Onsite Employer to furnish information.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to any member of management.

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

## **General Policies**

### **Access to Personnel and Medical Records Files**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 5 OR MORE EMPLOYEES**

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 wish to review or obtain a copy of your personnel or medical records files, you must submit a written request to management. If requesting a copy of your records, you must include the email or mailing address you want the records forwarded to. Access to review your personnel and/or medical documents will be provided within seven working days of your request. Inspection must occur in the presence of an authorized representative. Your Onsite Employer may charge you a fee for the actual cost of duplicating the requested records.

## **Benefits**

### **Paid Leave**

Your Onsite Employer provides paid leave to eligible employees in accordance with the Illinois Paid Leave for All Workers Act.

#### Eligibility

All employees who work in Illinois are eligible for paid leave.

#### Reasons for Leave

Paid leave may be taken for any reason.

#### Amount of Leave and Usage

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

### **Frontloading**

Instead of an hour-by-hour accrual system, your Onsite Employer may provide the full amount of leave (40 hours) as a lump sum (the frontloading method) on the first day of employment or the beginning of the designated 12-month period. Your Onsite Employer can prorate the lump sum amount for part-time employees. However, if the employee works more than their anticipated hours, they must accrue additional paid leave at a rate of one hour for every 40 hours worked.

Under no circumstances can an employee be credited with paid leave that is less than what the employee would have accrued under the accrual method.

### **Accrual**

Beginning January 1, 2024, or upon hiring (whichever is later), employees accrue one hour of paid leave for every 40 hours worked, up to a maximum of 40 hours per 12-month period unless your Onsite Employer allows more. Exempt employees are deemed to work 40 hours in a workweek unless their regular workweek is less than 40 hours, in which case paid leave accrues based on that regular workweek.

A **12-month period** may be any consecutive 12-month period designated by you Onsite Employer in writing at the time of an employee's hire (also referred to as benefit period). For the purposes of the PLFAW Act, **writing** or **written** includes electronic communications.

### **Carryover**

If your Onsite Employer uses the accrual method, they must allow up to 40 hours of paid leave to carry over to the next benefit year. In this case, your Onsite Employer may cap the annual leave use at 40 hours.



If your Onsite Employer uses the frontloading method, they are not required to allow carryover of unused leave hours to the next year and they may require an employee to use all paid leave before the end of the benefit period or forfeit unused leave.

### Compensation

You will be compensated for paid leave at your regular rate of pay.

### Notice

If the need for leave is foreseeable, you must provide seven days' notice. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

### Payment upon Termination

You will not be paid for any unused paid leave when your employment ends.

### Reinstatement of Leave upon Rehire

Your Onsite Employer will reinstate previously accrued, unused leave if you separate and are rehired within 12 months.

### Required Notice

Your Onsite Employer is required to provide you with a copy of the *Paid Leave for All Workers Act Notice*, which is attached as an addendum at the end of this handbook.

### Retaliation

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

## **Child Extended Bereavement Leave**

Onsite Employers who have **50-249 full-time employees** in Illinois will provide eligible employees with **up to six weeks** of unpaid leave to grieve the loss of a child by suicide or homicide, in accordance with the Illinois Child Extended Bereavement Leave Act. For purposes of this policy, **child** means your biological, adopted, or foster child, a stepchild, a legal ward, or a child to whom you stand in loco parentis.

Onsite Employers who have **250 or more full-time employees** in Illinois will provide eligible employees with **up to 12 weeks** of unpaid leave to grieve the loss of a child by suicide or homicide, in accordance with the Illinois Child Extended Bereavement Leave Act. For purposes of this policy, **child** means your biological, adopted, or foster child, a stepchild, a legal ward, or a child to whom you stand in loco parentis.

### Eligibility

To be eligible for leave, you must be employed full-time and have worked for your Onsite Employer for at least two weeks.

### Use of Leave

Leave may be taken in a single continuous period or intermittently in increments of no less than four hours but must be completed within one year after you notify your Onsite Employer of the loss.

If you are entitled to take another applicable leave (including family, medical, sick, or similar leave), pursuant to federal, state, or local law, or an employment benefits plan, you may substitute any period of such leave for an equivalent period of leave provided by this policy.

### Interaction with Other Laws

You may not take leave under the Child Extended Bereavement Leave Act and leave under the Family Bereavement Leave Act for the same child.

### Notice

If possible, provide reasonable advance notice of your need for leave; otherwise, provide notice as soon as practical.

Your Onsite Employer may require you to provide reasonable documentation [that includes the cause of death], such as:

- 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.

### Restoration

Upon return from leave, you will be restored to your previous position or to an equivalent position with equivalent employment 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.

## **Election Judge Leave**

### **THIS POLICY APPLIES TO EMPLOYERS WITH 25 OR MORE EMPLOYEES**

Your Onsite Employer will provide eligible employees with unpaid leave to serve as an election judge.

To be eligible for leave, you must:

- Be appointed as an election judge; and
- Provide at least 20 days' written notice of your intent to take leave.

You will not be required to use any paid leave to serve as an election judge.

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

## **Civil Air Patrol Leave**

Your Onsite Employer will provide eligible employees with unpaid Civil Air Patrol leave per year to perform a Civil Air Patrol mission. Onsite Employers with between **15 and 50 employees** must provide **up to 15 days** of leave and Onsite Employers with **more than 50 employees** must provide **up to 30 days** of leave.

### Eligibility

To be eligible for Civil Air Patrol leave, you must:

- Have been employed for at least 12 months and worked for at least 1,250 hours during the 12-month period immediately preceding the commencement of leave; and

- Be a volunteer member of the Illinois Wing of the Civil Air Patrol.

### Notice

If leave will be for five or more consecutive days, you must provide your Onsite Employer with at least 14 days' notice of your intent to take leave. When able, you must consult with your Onsite Employer to schedule the leave so as not to unduly disrupt your Onsite Employer's operations.

If leave is for less than five consecutive days, you must provide your Onsite Employer with notice as soon as practical.

You will not be required to exhaust any paid leave in order to take Civil Air Patrol leave.

### Certification

Your Onsite Employer may require certification from the proper Civil Air Patrol authority to verify your eligibility for the requested leave.

### Restoration

Upon returning from Civil Air Patrol leave, you will be restored to the position you held when the leave began or to a position with equivalent seniority status, benefits, pay, and other terms and conditions of employment.

### Benefits

Taking Civil Air Patrol leave under this policy will not result in the loss of any benefits accrued before the date on which leave began.

### Retaliation

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

## **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 and Organ Donation Leave**

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

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.
- Up to 10 days of paid leave in any 12-month period to serve as an organ donor.

To be eligible for leave, you must be employed full time and have been employed by your Onsite Employer for at least six months.

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

Provide reasonable notice of your need for leave. If leave is being used for the donation of blood, you may be required to provide a written statement from the blood bank indicating that you have an appointment.

Upon return from leave to donate blood, you may be asked to provide a written statement from the blood bank confirming you kept your appointment.

Your Onsite Employer will determine if the one hour of paid leave is retained for unsuccessful donation attempts.

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

## **Leave for Victims of Domestic, Sexual, Gender, or Criminal Violence (VESSA Leave)**

In accordance with the Illinois Victims' Economic Security and Safety Act (VESSA), your Onsite Employer will provide unpaid leave (VESSA leave) to eligible employees who:

- Are victims of domestic violence, sexual violence, gender violence, or any other crime of violence; or
- Have a family or household member who is a victim of domestic violence, sexual violence, gender violence, or any other crime of violence.

### **Qualifying Reasons for Leave**

VESSA leave may be used to:

1. Seek medical attention for, or recover from, physical or psychological injuries caused by domestic violence, sexual violence, gender violence, or any other crime of violence against you or your family or household member.
2. Obtain victim services for you or your family or household member.
3. Obtain psychological or other counseling for you or your family or household member.
4. Participate in safety planning, including temporary or permanent relocation or other actions, to increase your own or your household or family member's safety from future domestic violence, sexual violence, gender violence, or any other crime of violence.
5. Seek legal assistance to ensure your own health and safety or that of your household or family member, including participating in court proceedings related to the violence.
6. Attend the funeral or alternative to a funeral or wake of a family or household member who was killed in a crime of violence.
7. Make arrangements necessitated by the death of a family or household member who was killed in a crime of violence.

8. Grieve the death of a family or household member who was killed in a crime of violence.

### Duration of Leave

Except as otherwise provided below, you may take up to 12 weeks of unpaid VESSA leave within any 12-month period. 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.

You may not take more than two workweeks (10 workdays) of leave for the purposes described in bullets 6, 7, and 8. Leave under these circumstances must be completed within 60 days after the date on which you receive notice of the victim's death.

### 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, court, or military record.
- A death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency documenting that the victim was killed in a crime of violence.
- 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

VESSA leave is unpaid. However, you may substitute any available PTO/vacation for leave taken under this policy, if applicable. The substitution of paid leave does not extend the leave period but runs concurrently with it.

VESSA leave may run concurrently with other leaves as permitted by applicable law.

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.

### Interaction with the Family Bereavement Leave Act

If you are entitled to leave under the Illinois Family Bereavement Leave Act (FBLA), you are not entitled to take additional leave for the purposes described in bullets 6, 7, and 8 that exceeds or is in addition to leave to which you are entitled under the FBLA.

If you are not entitled to leave under the FBLA, leave taken for the purposes described in bullets 6, 7, and 8 will be deducted from, and is not in addition to, the total amount of leave time to which you are entitled.

Leave taken for the purposes described in bullets 6, 7, and 8 or leave taken under the FBLA will not otherwise limit or diminish the total amount of leave time to which an employee is entitled.

### Restoration

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

### Maintenance of Benefits

During an approved VESSA leave, your Onsite Employer will maintain your health benefits as if you continue to be actively employed. 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, reoccurrence, or onset of domestic violence, sexual violence, gender violence, or any other crime of violence or other circumstances beyond your control.

### Retaliation

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

## **Emergency Services Leave**

If you are a volunteer emergency worker, your Onsite Employer will not:

- Terminate your employment because you are absent or late to work due to responding to an emergency; or
- Discipline you for responding to an emergency phone call or text message during work hours requesting your emergency services.

**Volunteer emergency worker** means an individual who meets the requirements of volunteer status under applicable laws, and serves in one of the following volunteer roles:

- Member of a fire department of a fire protection district, municipality, or other unit of government.
- Emergency medical technician (EMT, EMT-I, A-EMT, or EMT-P).
- Ambulance driver or attendant.
- First responder.
- Member of a county or municipal emergency services and disaster agency.
- Auxiliary police or deputy.

If you may be absent from or late to work due to responding to an emergency, you must make a reasonable effort to notify your Onsite Employer. Time missed from work while responding to an emergency is unpaid.

Your Onsite Employer may request that you provide a written statement from the supervisor or acting supervisor of the volunteer fire department or governmental entity for which you provide emergency services, stating:

- That you responded to an emergency; and
- The time and date of the emergency.

## **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 amount 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.

# Indiana Policies

## Hiring and Orientation Policies

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 6 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 based on the following protected classes: 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, 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 membership in a protected class. 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 another person's body;
- 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 membership in a protected class.

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.

## **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**

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.

## **Benefits**

### **Employment Protections for Civil Air Patrol Members**

If you are a member of the Civil Air Patrol, your Onsite Employer will not discipline you for:

- Being absent from work due to responding to an emergency service operation that began before you were scheduled to report to work; or
- Leaving work with permission from your Manager to respond to an emergency service operation that began after you reported to work.

To be eligible for these protections, you must notify your Onsite Employer in writing that you are a member of the Civil Air Patrol. Your Onsite Employer may reject the notification on the grounds that you are an essential employee.

If your notification is rejected, you:

- Must promptly notify the commander or other officer in charge of the Civil Air Patrol of the rejection of your notification; and
- Will not be entitled the protections provided above.

If your notification is accepted, work missed will be considered unpaid leave. Your Onsite Employer may require you to present a written statement from the commander or other officer in charge of the Civil Air Patrol indicating that you were engaged in an emergency service operation at the time of your absence.

### **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.

### **Emergency Services Leave**

If you are a volunteer firefighter or a member of a volunteer emergency medical services association, your Onsite Employer will provide you with unpaid leave for:

- Being absent from work for responding to a fire or emergency call that was received before you were to report to work;
- Leaving work to respond to a fire or emergency call if you have obtained authorization from your Manager to do so; or
- An injury, or an absence from work because of an injury, that occurred within the last six months while you were engaged in an emergency response.

Leave under this policy is unpaid. You may use any earned available paid time off (including vacation or personal leave) concurrent with your leave, if applicable. You may also use any earned available sick leave if you are absent because you suffered an injury while engaged in an emergency response.

To be eligible for leave you must notify your Onsite Employer in writing that you are a volunteer emergency worker. Your Onsite Employer may reject your notification if you are essential to the operation of your Onsite Employer and your Onsite Employer would likely suffer economic injury as a result of your absence.

If your notice is rejected, you are not entitled to leave and must promptly notify the appropriate officer in charge of the volunteer fire department or of the volunteer emergency medical services association of the rejection.

If your notice is accepted, you are entitled to emergency services leave. Your Onsite Employer may require you to provide a written statement from the appropriate officer in charge of the volunteer fire department or officer in charge of the emergency medical services association indicating that you were engaged in emergency firefighting or emergency activity at the time of your absence.

If you are injured or absent from work due to an injury sustained while engaged in emergency firefighting or other emergency response, your Onsite Employer may require you to provide evidence from a physician or other medical authority demonstrating:

- That you received treatment for the injury at the time of the absence.

- A connection between the injury and your emergency firefighting or other emergency response activities.

When required by federal or state law, this information will be retained in a separate medical file and treated as a confidential medical record.

## **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.



# Kentucky Policies

## Hiring and Orientation Policies

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 8 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, 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.

## **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**

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.

## **Benefits**

### **Election Officer Leave**

Your Onsite Employer will provide employees who have been selected to serve as election officers with unpaid leave for an entire day to attend training or serve.

Provide as much notice as possible of your need to take leave.

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

### **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.

## **Emergency Services Leave**

Your Onsite Employer provides employment protections for eligible employees who serve as volunteer firefighters, rescue squad members, emergency medical technicians, peace officers, or members of an emergency management agency.

### **Responding to an Emergency**

Your Onsite Employer will not terminate your employment for being absent or late to work because you responded to an emergency before you were required to report to work.

Time missed from work due to responding to an emergency will be unpaid.

Your Onsite Employer may require you to provide a written statement from the supervisor, acting supervisor, or director of the volunteer fire department, rescue squad, emergency medical services agency, law enforcement agency, or emergency management agency indicating both:

- That you responded to an emergency; and
- The date and time of the emergency.

### **Leave Following a Critical Incident**

Your Onsite Employer will not terminate your employment for taking leave following a critical incident (as defined under applicable state law).

Time missed from work while on critical incident leave will be unpaid.

### **Injury in the Line of Duty**

If you are injured in the line of duty, you may receive up to 12 months of unpaid leave from work. To qualify for the leave, you must provide a written statement from the supervisor, acting supervisor, or director of the volunteer fire department, rescue squad, emergency medical services agency, law enforcement agency, or emergency management agency under whose command you served when the injury occurred, stating that you were injured in the line of duty. In addition, you must provide at least one written statement from a licensed practicing physician stating that you are injured and the date you may return to work.

## **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.

# Louisiana Policies

## Hiring and Orientation Policies

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 20 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 based on the following protected classes: 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 membership in a protected class. 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 another person's body;

- 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 membership in a protected class.

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, 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 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.

## **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.

## **Benefits**

### **Leave for Genetic Testing and Cancer Screening**

When medically necessary, your Onsite Employer will provide employees with one day of leave from work to obtain genetic testing or preventive cancer screening.

You must provide at least 15 days' notice of your need to take leave. You may be required to provide documentation confirming the performance of the genetic testing or cancer screening. Your Onsite Employer will never require you to disclose the results of such testing or screening.

Leave under this policy is unpaid; however, you may substitute any accrued vacation or other appropriate paid leave for time taken under this policy.

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

## **Veterans Leave for Medical Appointments**

### **THIS POLICY APPLIES TO EMPLOYERS WITH 20 OR MORE EMPLOYEES**

Your Onsite Employer will allow eligible employees who are veterans to take leave to attend medical appointments necessary to meet the requirements to receive their veteran benefits.

To be eligible for this leave, employees must be honorably discharged veterans of the U.S. Armed Forces, including reserve components of the armed forces, the Army National Guard and the Air National Guard, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency.

Provide as much notice as reasonably possible of your need for leave.

Your Onsite Employer may require evidence verifying attendance at your medical appointment. If requested, verification may be shown by presenting a bill, a receipt, or an excuse from the medical provider.

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

## **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.

## **First Responder Leave**

If you are a first responder, your Onsite Employer will provide you with unpaid leave to perform your duties. **First responder** means a volunteer engaged in activities involving the Governor's Office of Homeland Security and Emergency Preparedness, including but not limited to medical personnel, emergency and medical technicians, volunteer firefighters, auxiliary law enforcement officers, and members of the Civil Air Patrol. First responders should give notice of leave to your Onsite Employer as soon as possible and include the day of departure as well as length or duration of service.

You may substitute your available PTO/vacation while on leave under this policy, if applicable. Any leave provided under this policy will not be considered a break in employment for purposes of any benefits programs.

If you report to your Onsite Employer within 72 hours of being released from service, you will be reinstated or restored to the same or a comparable position, provided that doing so does not impose an undue hardship on your Onsite Employer. If you fail to report to your Onsite Employer within 72 hours of being released from service, you will be considered to have voluntarily resigned.

If you become disabled while serving as a first responder, you may seek a reasonable accommodation in accordance with applicable law.

## **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.

## Massachusetts Policies

### Hiring and Orientation Policies

#### EEO Statement and Nonharassment Policy

##### Equal Opportunity Statement

##### **THIS POLICY APPLIES TO EMPLOYERS WITH 6 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 based on the following protected classes: age (40 and over), race (including traits historically associated with race, which include, but are not limited to, hair texture, type, and length, and natural and protective hairstyles such as braids, locks, twists, Bantu knots, hair coverings, and other formations), color, religion, creed, ancestry, national origin, 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, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, 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 membership in a protected class. 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 means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- Submission to or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- Such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually 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 another person's body;
- 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 membership in a protected class.

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, or elsewhere on their premises, in emails or voicemails, 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.

### State and Federal Remedies

In addition to your Onsite Employer's reporting process, if you believe you have been subjected to harassment, you may file a formal complaint with either or both of the government agencies listed here. Using your Onsite Employer's complaint process does not prohibit you from filing a complaint with these agencies. Note that claims must be filed with the Equal Employment Opportunity Commission (EEOC) and the Massachusetts Commission Against Discrimination (MCAD) within 300 days.

## **EEOC Boston Office**

Address: John F. Kennedy Federal Building, 15 New Sudbury Street, Room 475, Boston, MA 02203-0506  
Phone: 800-669-4000  
Fax: 617-565-3196  
TTY: 800-669-6820  
ASL Video Phone: 844-234-5122  
Website: <https://publicportal.eeoc.gov/portal/>

## **MCAD**

Address: 1 Ashburton Place, Suite 601, Boston, MA 02108  
Phone: 617-994-6000  
TTY: 617-994-6196  
Alternative Languages: 617-994-6196  
Email: [mcad@mass.gov](mailto:mcad@mass.gov)  
Fax: 617-994-6024

## **Pregnant Workers Fairness Act Notice**

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

The Massachusetts Pregnant Workers Fairness Act prohibits discrimination against employees due to pregnancy or conditions related to pregnancy. The law also requires employers to provide reasonable accommodations to employees who are pregnant or have a condition related to pregnancy. Conditions related to pregnancy include, but are not limited to, morning sickness, lactation, or the need to express breast milk.

The procedures for requesting an accommodation are described in the Massachusetts Disability Accommodation policy.

## **Wage and Hour Policies**

### **Accommodations for Nursing Mothers**

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

If you are nursing, your Onsite Employer will provide you with a private room or location, 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, follow your standard clock in/clock out procedures 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.

### **Day of Rest**

Your Onsite Employer will provide employees covered by Massachusetts' One Day of Rest in Seven Law with at least 24 consecutive hours of rest in every seven-day period. The day off will include an unbroken period between 8 a.m. and 5 p.m.

## **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. Under Massachusetts law, no employee may be required to work for more than six hours during a calendar day without a 30-minute unpaid meal break. 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.

## **Reporting Time Pay**

Your Onsite Employer provides reporting time pay to nonexempt employees in accordance with applicable law. If you are scheduled to work three or more hours, you will be paid for at least three hours of work each day you report to work on time but are given no work or less than three hours of work. You will be paid your regular rate for the hours worked, plus payment at the minimum wage for applicable reporting time pay, not to exceed three hours.

Speak with your Manager for more information regarding reporting time pay.

## **Wage Disclosure Protection**

In accordance with Massachusetts law, your Onsite Employer will not:

- Require, as a condition of employment, that you refrain from inquiring about, discussing, or disclosing your wages or the wages of other employees.
- Discharge or in any other manner retaliate against you because you:
  - Opposed any act or practice that conflicts with this policy;
  - Made or indicated an intent to file a complaint or otherwise cause to be instituted any proceeding regarding your rights under this policy;
  - Testified or are about to testify, assist, or participate in any manner in an investigation or proceeding regarding your rights under this policy; or
  - Disclosed your wages or inquired about or discussed the wages of other employees.



However, if you have access to or knowledge of the compensation information of other employees as a part of your essential job functions, you may not disclose that information to individuals who do not otherwise have access to it without prior written consent from the individual whose information is sought or requested, unless the compensation information is a public record.

This policy does not create an obligation for your Onsite Employer to disclose wages.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to any member of management.

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

## **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. Upon written request, your Onsite Employer will provide you with the opportunity to review your personnel file or will provide you with a copy of your personnel file within five business days of the request. Inspection must occur in the presence of a representative of your Onsite Employer during normal working hours.

## **Benefits**

### **Crime Victim and Witness Leave**

Occasionally, employees may be the victim of a crime or legally compelled to attend a judicial proceeding as a witness. In these circumstances, employees may take unpaid leave to:

- Respond to a subpoena to appear as a witness in any criminal proceeding;
- Attend a court proceeding or participate in a police investigation related to a criminal case in which they are a witness or a crime victim (or a deceased family member was a victim);
- Attend or participate in a court proceeding related to a civil case in which they are a victim of family violence; or
- Obtain a restraining or protective order on their own behalf.

If you need to take leave under this policy, notify your Manager as soon as possible. You may be required to provide documentation supporting such leave.

This policy does not apply to employees who have committed or are alleged to have committed a crime.

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

### **Domestic Violence Leave**

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

Your Onsite Employer provides up to 15 days of leave per rolling 12-month period to victims of abusive behavior, domestic violence, sexual assault, kidnapping, and/or stalking, and certain family members, for purposes directly related to the abusive behavior. These purposes may include seeking legal or medical services, counseling, or victim's services; securing housing; obtaining a protective order; appearing in court or before a grand jury; or addressing other issues directly related to the abusive behavior against the victim or family member of the victim. Your Onsite Employer will determine if this time is paid or unpaid.

You may take domestic violence leave if you are a victim of abusive behavior, or due to the abuse of a covered family member, including your spouse/partner, parent, child, sibling, grandparent or grandchild, or persons in a guardian relationship. Perpetrators or accused perpetrators of abuse are not entitled to domestic violence leave.

Before taking domestic violence leave, you must exhaust all of your accrued paid time off, including but not limited to sick time, vacation days, and personal time. You must provide advance notice of your need for leave whenever possible; however, this requirement does not apply if you or a covered family member faces imminent danger to you or your family member's health or safety. Should you be unable to provide advance notice based on a risk of imminent danger, you must notify your Manager within three business days that the time off was related to domestic violence. Should you be unable to notify your Onsite Employer, a family member, counselor, clergy, or assisting professional may do so on your behalf.

Your Onsite Employer may require documentation supporting your claim for domestic violence leave. Such documentation can consist of a protective order or other court document, police report, police witness statement, documents reflecting the perpetrator's conviction or admission of guilt, documentation of medical treatment, and/or a victim advocate, counselor, social worker, health care worker, member of the clergy, or other assisting professional's sworn statement. In lieu of these documents, you may also submit your own sworn signed statement. Any documentation supporting the need for domestic violence leave must be submitted within 30 days of your last date of absence.

While the leave may not be paid, you are entitled to return to the same or a substantially equivalent position once your leave has ended. You will not be terminated, retaliated against, or receive a reduction in benefits based on your use of domestic violence leave. All information related to the leave will be kept in the strictest confidence.

## **Emergency Services Leave**

If you are a volunteer member of a fire or ambulance department, your Onsite Employer will not terminate your employment or take any other disciplinary action against you if you failed to report to work at the start of your regular working hours due to your response to an emergency. **Volunteer member** means a volunteer, call, reserve, or permanent-intermittent firefighter or emergency medical technician, but does not include any person who received compensation for over 975 hours of services rendered in such capacity over the preceding six-month period.

Time missed from work due to responding to an emergency will be unpaid.

Your Onsite Employer may require you to provide a statement signed by the fire or ambulance department chief certifying the date and time you responded to and returned from such emergency.

## **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 be paid your regular wages for the first three days of juror service or any part thereof. For any additional days, time spent on jury duty will be unpaid. 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 Family and Medical Leave**

Your Onsite Employer provides time off to eligible employees who qualify for paid family and medical leave (PFML) benefits under Massachusetts law. PFML benefits are funded through a state tax.

### Eligibility

To be eligible for PFML, you must work in Massachusetts and meet the financial eligibility requirements for unemployment benefits under Massachusetts law at the time of your requested leave.

### Leave Entitlement and Usage

You may take up to 12 weeks of paid *family leave* in a benefit year for any of the following reasons:

- The birth of a child and in order to care for that child (leave to be completed within 12 months of the child's birth).
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave to be completed within 12 months of the child's placement).
- To care for a family member with a serious health condition.
- A qualifying exigency of a family member 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 paid *family leave* in a benefit year to care for a family member who is a covered service member and who has a serious injury or illness related to active-duty service.

You may take up to 20 weeks of paid *medical leave* in a benefit year to care for your own serious health condition, which renders you unable to perform any of the essential functions of your position.

For purposes of this policy, the leave year is the consecutive 52-week period beginning on the Sunday immediately before the first day that you take paid family or medical leave.

**Family member** means your spouse, domestic partner, child, parent, or parent of your spouse or domestic partner; a person who stood in loco parentis to you when you were a minor; or your grandchild, grandparent, or sibling.

**Covered service member** means:

- A member of the armed forces, including a member of the National Guard or Reserves, who is:
  - Undergoing medical treatment, recuperation, or therapy;
  - Otherwise in outpatient status; or
  - Otherwise on the temporary disability retired list for a serious injury or illness that was incurred by the member in the line of duty on active duty in the armed forces, or a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the armed forces; **or**
- A former member of the armed forces, including a former member of the National Guard or reserves, who is undergoing medical treatment, recuperation, or therapy for:
  - A serious injury or illness that was incurred by the member in line of duty on active duty in the armed forces; or

- A serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the armed forces and manifested before or after the member was discharged or released from service.

***Serious health condition*** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical facility, or continuing treatment by a healthcare provider. To qualify as "continuing treatment," the patient must either be incapacitated for more than three consecutive full calendar days, incapacitated due to pregnancy or prenatal care, or incapacitated due to a chronic serious health condition that requires periodic treatment and continues over an extended period of time.

### *Intermittent Leave*

If medically necessary, you may take PFML intermittently or on a reduced schedule basis:

- To care for your own, a family member's, or a covered service member's serious health condition.
- Because of a qualifying exigency related to your family member who is on active duty or has been notified of an impending call or order to active duty.

If leave is taken for the birth, adoption, or foster care placement of a child, you may only take leave intermittently or on a reduced schedule basis if you and your Onsite Employer agree.

### *Interaction with Other Laws*

PFML will run concurrently with any leave for which you may be eligible under the federal Family and Medical Leave Act (FMLA) and the Massachusetts Parental Leave Act (MPLA).

### *Notice*

Where the need for leave is foreseeable at least 30 days in advance, you must provide at least 30 days' written notice. If the need for leave is not foreseeable at least 30 days in advance, you must give notice as soon as practical under the circumstances.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to a planned medical treatment, you must consult with your Onsite Employer in advance of your application for benefits and make a reasonable effort to schedule treatment so as to not unduly disrupt your Onsite Employer's operations, subject to the approval of your healthcare provider.

Failure to provide appropriate notice may result in the delay or denial of leave, where consistent with Massachusetts law.

### *Claims*

To obtain PFML benefits, you must file an application for benefits with the Massachusetts Department of Family and Medical Leave (DFML). You must provide notice to your Onsite Employer prior to filing your application for benefits with the DFML. The DFML will accept an application up to 60 days prior to the anticipated leave start date. All applications must be supported by a certification showing that the leave is for a qualifying reason. Applications and other forms are available from the DFML website (<https://www.mass.gov/info-details/paid-family-and-medical-leave-pfml-overview-and-benefits#-how-can-i-apply-for-paid-leave-massachusetts-benefits>). You should be notified by the DFML of the approval or denial of your application within 14 calendar days.

### *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 to provide medical certification that you are fit to resume work. You will not be permitted to resume work until certification is provided.

### Continuation of Health Benefits

If your Onsite Employer provides you with health benefits under a group health plan, your Onsite Employer will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken PFML. If you use paid time off to cover part or all of PFML, the employee portion of any premiums will continue to be paid through payroll deductions. If you are not using paid time off to cover part or all of PFML, you will be responsible for remitting your portion of health premiums to your Onsite Employer in order to ensure continuation of benefits.

### Reinstatement

Upon return from covered PFML, you will be reinstated to your previous position or to an equivalent position, with the same status, pay, employment benefits, length-of-service credit, and seniority credit as of the date of leave. However, your Onsite Employer reserves the right to deny reinstatement if other employees of equal length-of-service credit and status in the same or equivalent positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of leave.

### Benefit Amount

An employee's weekly PFML benefits are calculated and provided by the Family and Employment Security Trust Fund. No family or medical leave benefits are payable during the first seven calendar days of an approved initial claim for benefits, and this initial waiting period will count against the total available period of leave in a benefit year. Where the approved claim involves leave on an intermittent or reduced leave schedule, the wait period will be seven consecutive calendar days, not the total accumulation of seven days of leave.

### Retaliation

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

## **Paid Sick Leave**

### **THIS POLICY APPLIES TO EMPLOYERS WITH 11 OR MORE EMPLOYEES**

Your Onsite Employer provides paid sick leave to eligible employees in accordance with the Massachusetts Earned Sick Time Law.

### Eligibility

All employees whose primary place of employment is Massachusetts are eligible for sick leave.

### Reasons for Leave

Sick leave may be taken for the following reasons:

- To care for your own or a family member's physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care.
- To attend your own or a family member's medical appointments.
- To address the physical, legal, or psychological effects of domestic violence inflicted on you or your child.

**Family member** means:

- Your child (including a biological, adopted, foster, or step child; legal ward; or person for whom you have assumed parental responsibilities).
- Your spouse.
- You or your spouse's parents (including a biological, adoptive, foster, or step parent, or any person who assumed parental responsibilities over you or your spouse as a child).

### Accrual and Usage

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 through the Accrual Method (an accrual schedule). See your Manager at your Onsite Employer for details regarding this benefit.

### **Accrual Method**

If your Onsite Employer uses the Accrual Method, eligible employees accrue one hour of sick leave for every 30 hours worked per leave year, up to a maximum of 40 hours. New employees begin accruing sick leave on their first day of employment. If you are classified as exempt, you are presumed to work 40 hours per week, unless you are normally scheduled to work fewer than 40 hours, in which case sick leave accrues based on your normal schedule.

You may use up to 40 hours of sick leave per leave year, and you may begin using sick leave on your 90th calendar day of employment. The smallest amount of sick leave you may take is one hour. You may carry over up to 40 hours of unused sick leave to the following leave year.

### **Frontloading Method**

If your Onsite Employer uses the Frontloading Method, eligible employees will be provided 40 hours of sick leave at the beginning of each leave year.

You may use up to 40 hours of sick leave per leave year, and you may begin using sick leave on your 90th calendar day of employment. The smallest amount of sick leave you may take is one hour. You may not carry over any unused sick leave to the following leave year.

### Notice

If the need for leave is foreseeable, you must make a good faith effort to provide advance notice. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

### Documentation

Your Onsite Employer may require you to submit documentation to support your use of sick leave if your absence:

- Exceeds 24 consecutively scheduled work hours or three consecutive days on which you are scheduled to work;
- Occurs within two weeks prior to your final scheduled day of work (except in the case of temporary employees); or
- Occurs after four unforeseeable and undocumented absences within a three-month period.

Any reasonable documentation signed by a health care provider indicating the need for sick leave for personal illness, the illness of a family member, or a routine medical examination for you or your family member will be acceptable.

Required documentation must be submitted within seven days of the absence. Additional time will be allowed if good cause can be shown.

### Payment upon Termination

You will not be paid for any unused sick leave when your employment ends.

### Interaction with Other Leave

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

You may choose to use, or your Onsite Employer may require you to use, paid sick leave to receive pay when taking other statutorily authorized leave that would otherwise be unpaid.

### Retaliation

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

## **Parental Leave**

Your Onsite Employer provides up to eight weeks of leave in a 12-month period to employees for the birth or adoption of a child. You must work full time and have three consecutive months of employment with your Onsite Employer to qualify for this leave. Your Onsite Employer will determine if this time is paid or unpaid.

You must provide at least two weeks' notice of the anticipated date of departure and the date you intend to return or provide notice as soon as practicable if there are reasons beyond your control.

You will be placed in your original job or an equivalent job with equivalent pay and benefits upon return from leave. You will not lose any benefits that accrued before leave was taken.

Federal FMLA leave and Massachusetts parental leave run concurrently and cannot be used consecutively if leave is covered under both laws.

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

## **Small Necessities Leave**

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

Pursuant to the Massachusetts Small Necessities Leave Act, your Onsite Employer will provide eligible employees with up to 24 hours of unpaid leave during any 12-month period for the following reasons:

- To participate in school, Head Start, and day care activities directly related to the educational advancement of your child, including parent-teacher conferences or interviewing for a new school.
- To accompany your child to routine medical or dental appointments, including check-ups or vaccinations.
- To accompany your elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's care, including interviewing at nursing or group homes.

Leave may be taken intermittently or on a reduced leave schedule.

You are eligible for small necessities leave if you have worked for your Onsite Employer for 12 months, either consecutively or nonconsecutively, and worked at least 1,250 hours in the previous 12-month period.

If the need for leave is foreseeable, you must provide seven days' notice. Otherwise, provide notice as soon as possible. You may also be required to submit certification verifying the reason for the leave. You may elect to use PTO/vacation in place of unpaid leave, if applicable.

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

### **Veterans Day/Memorial Day Leave**

Your Onsite Employer will provide employees who are veterans, as defined by applicable law, with unpaid leave to participate in a Memorial Day exercise, parade, or service in the community where they reside. Your Onsite Employer will also provide employees who are veterans with unpaid leave to observe Veterans Day.

Veteran employees whose services are essential and critical to the public health or safety and determined to be essential to the safety and security of your Onsite Employer or your Onsite Employer's property are not eligible for this leave.

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 up to two hours of unpaid 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.



# Michigan Policies

## Hiring and Orientation Policies

### 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 based on the following protected classes: age, height, weight, familial status, marital status, race (including traits historically 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 (including pregnancy, childbirth, termination of a pregnancy, or a related medical condition), sexual orientation (including transgender status, gender identity or expression), 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 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 membership in a protected class. 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 another person's body;
- 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 membership in a protected class.

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, 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 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.

## **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, in writing, 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.

## **Wage Disclosure Protection**

In accordance with Michigan law, your Onsite Employer will not:

- Require you, as a condition of employment, to refrain from disclosing your wages;
- Require you to sign a waiver or other document that proposes to deny you the right to disclose your wages; or
- Discharge, formally discipline, retaliate, or otherwise discriminate against your job advancement for disclosing your wages.

However, if you have access to or knowledge of the compensation information of other employees as a part of your essential job functions, you may not disclose that information to individuals who do not otherwise have access to it, unless the disclosure is:

- In response to a formal complaint or charge;
- Part of an investigation, proceeding, hearing, or action, including an investigation conducted by your Onsite Employer; or
- Consistent with the legal duty of your Onsite Employer to furnish information.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to any member of management.

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

## **General Policies**

### **Access to Personnel and Medical Records Files**

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 4 OR MORE EMPLOYEES**

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 wish to review your personnel or medical records file, you must give your Onsite Employer reasonable notice. Inspection must occur in the presence of an authorized representative.

### **Social Security Number Privacy**

All employees must provide their Onsite Employer with their Social Security numbers (SSNs) for their Onsite Employer to satisfy payroll, state, and federal tax and insurance coverage requirements. Consistent with Michigan law, your Onsite Employer takes reasonable steps to maintain the confidentiality of SSNs.

All documents and records containing SSNs and personal identification information are kept in a secure environment. Only authorized personnel with a legitimate business need may access records and documents (both internal and external) that contain employee SSNs and identification information.

In addition to your Onsite Employer's policy protecting against the disclosure of confidential information, employees are prohibited from accessing, viewing, or using other employees' Social Security information maintained by your Onsite Employer unless authorized and for lawful purposes.

When necessary, documents containing the SSNs of employees will be properly destroyed through shredding or other means before disposal.

Any employee who unlawfully or without authorization access Social Security data will be disciplined up to and including termination of employment and may be referred to authorities for possible prosecution.

## **Benefits**

### **Crime Victim Leave**

Your Onsite Employer will provide eligible employees time off from work to respond to a subpoena or request by the prosecuting attorney for the purposes of giving testimony.

#### **Eligibility**

To be eligible for time off under this policy, you must be a victim of crime or a victim representative.

A **victim** is an individual who has suffered direct or threatened physical, financial, or emotional harm as a result of the commission of a crime.

A **victim representative** is an individual who is:

- A guardian or custodian of a child of a deceased victim if the child is less than 18 years of age.
- A parent, guardian, or custodian of a victim of assault if the victim is less than 18 years old.
- A person who has been designated to act in place of a victim of assault while the victim is physically or emotionally disabled.

### Compensation

Time off granted under this policy will be unpaid; however, exempt employees may be compensated as required by applicable law.

### Notice

Upon receiving a subpoena, provide your Manager with reasonable advance notice of the need for leave. If advance notice is not practicable, provide appropriate documentation within a reasonable time after the absence.

### Retaliation

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

## **Employment Protections for Civil Air Patrol Members**

If you are a member of the Civil Air Patrol, your Onsite Employer will not discriminate against, discipline, or discharge you because of your membership or because you are absent from work due to your response to an emergency declared by the governor, or by the President of the United States.

If you are a member of the Civil Air Patrol, you must notify your Onsite Employer of your membership upon hiring or within 30 days of the date you join, whichever is later.

To be entitled to the protections provided by this policy, you must provide your Onsite Employer with as much notice as possible of the dates you will be absent from work due to the emergency. You must also provide your Onsite Employer with verification from the Civil Air Patrol of the emergency need for your service. Time missed from work while responding to the emergency will be treated as unpaid time off.

## **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 Medical Leave**

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

If your Onsite Employer does not have an existing paid leave policy that fulfills the minimum requirements of Michigan's Paid Medical Leave Act, your Onsite Employer will provide paid medical leave to eligible, nonexempt employees in accordance with Michigan's Paid Medical Leave Act.

#### **Eligibility**

To be eligible for medical leave you generally must be subject to both federal income tax withholding and the overtime requirements of the federal Fair Labor Standards Act.

Some employees may be exempt from medical leave; ask your Manager if you are eligible.

#### **Reasons for Leave**

Medical leave may be taken for the following reasons:

- For the diagnosis, care, or treatment of your own or a family member's mental or physical illness, injury, or other health condition, or for preventative medical care.
- Absence necessary due to circumstances resulting from you or a family member having been a victim of domestic or sexual violence, if the leave is:
  - For medical care or psychological or other counseling for physical or psychological injury or disability;
  - To obtain services from a victim services organization;
  - To relocate due to domestic violence or sexual assault;
  - To obtain legal services; or
  - To participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- Absences necessary due to:
  - Your primary workplace being closed by order of a public official due to a public health emergency;
  - Your need to care for your child whose school or place of care has been closed by order of a public official due to a public health emergency; or
  - Your, or a family member's, exposure to a communicable disease, if it has been determined by the health authorities that you or a family member's presence in the community would jeopardize the health of others because of the exposure to a communicable disease.

#### ***Family member* means:**

- A biological, adopted, or foster child, stepchild or legal ward, or a child to whom you stand in loco parentis.
- Your biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of your spouse or an individual who stood in loco parentis when you were a minor child.
- An individual to whom you are legally married under the laws of any state.
- A grandparent.
- A grandchild.
- A biological, foster, or adopted sibling.

#### **Accrual and Usage**

Your Onsite Employer will provide paid sick leave in either the Frontloading Method (all at once) or through the Accrual Method (an accrual schedule) in the following amounts:

- A lump sum of 40 hours at the beginning of each benefit year; sick leave may be pro-rated for new hires. Carry over is not required with the frontload method.
- Accrue one hour of medical leave for every 35 hours worked up to a maximum accrual of 40 hours per leave year. New employees begin accruing medical leave on their first day of employment. You may not accrue more than one hour of leave in a calendar week or more than 40 hours of leave in a leave year. You may carry over up to 40 hours of unused accrued medical leave to the following leave year.

You may begin using accrued medical leave after you have worked for your Onsite Employer for 90 days. You may not use more than 40 hours of paid medical leave in a leave year. You may be required to use other paid leave benefits prior to using paid medical leave.

### Compensation

You will be compensated for medical leave at your regular rate of pay or the applicable state minimum wage, whichever is greater.

### Notice

If the need for leave is foreseeable, you must provide advance notice and make reasonable efforts to schedule the leave so that it does not unduly disrupt your Onsite Employer's operations. If unforeseeable, provide notice as soon as practical.

### Documentation

If you are using medical leave because of domestic violence or sexual assault, you may be asked to provide documentation that the leave was used for that purpose. The documentation must be provided within three days of your request for leave and may include:

- A police report indicating that you or your family member were a victim of domestic violence or sexual assault.
- A signed statement from a victim and witness advocate affirming that you or your family member are receiving services from a victim services organization.
- A court document indicating that you or your family member are involved in legal action related to domestic violence or sexual assault.

Your Onsite Employer will not require disclosure of details relating to domestic violence or sexual assault or the details of you or your family member's medical condition as a condition of providing medical leave.

If your Onsite Employer obtains health information or information pertaining to domestic violence or sexual assault about you or your family member, your Onsite Employer will treat that information as confidential and will not disclose that information except to you or with your permission.

### Retaliation

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.

# Mississippi Policies

## Hiring and Orientation Policies

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 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 based on the following protected classes: 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, 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 membership in a protected class. 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 another person's body;
- 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 membership in a protected class.

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.

## **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.

## **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.

# Montana Policies

## Welcome

### Nature of Employment Relationship

No policy or provision in this handbook is intended to create a contract binding you or your Onsite Employer to an agreement of employment for a specific period of time. Except as prohibited by state law, your employment can be terminated by either you or your Onsite Employer at any time, for any reason, with or without notice. Only the President/CEO/Owner 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/CEO/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.

## Introductory Language and Policies

### 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 they determine to be in their best interest. When changes are made to the policies and guidelines contained herein, they will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

## Hiring and Orientation Policies

### 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.

## **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.

## **Benefits**

### **Leave of Absence for Public Officials**

Your Onsite Employer will provide employees who have been elected or appointed to a city, county, or state public office with an unpaid leave of absence of up to 180 days per year while they are performing public service.

You must provide written notice of your need to take leave as soon as practical.

You must make arrangements to return to work within 10 days following the completion of the service for which leave was granted unless you are unable to do so because of illness or a disabling injury certified to by a licensed physician.

Upon return from leave, you will be restored to your previous position with the same seniority, status, compensation, hours, locality, and benefits that existed immediately prior to the leave of absence.

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

### **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.



# Nevada Policies

## Hiring and Orientation Policies

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 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 (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.

## **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**

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.

### **Wage Disclosure Protection**

In accordance with Nevada law, your Onsite Employer will not discriminate against you for inquiring, discussing, or voluntarily disclosing your wages or the wages of other employees.

However, if you have access to the compensation information of other employees as a part of your essential job functions, you may not disclose that information to individuals who do not otherwise have access to it, unless the disclosure is ordered by a court or the Nevada Labor Commissioner.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to any member of management.

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

## **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 wish to review your personnel or medical records file, you must give your Onsite Employer reasonable notice. Inspection must occur in the presence of an authorized representative.

## **Benefits**

### **Legislative Leave**

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

Your Onsite Employer will provide employees who serve as state legislators with unpaid leave, provided they are members, to attend the following:

- Meeting of the legislative commission or subcommittee of the legislative commission.
- Meeting of the interim finance committee, other legislative committee, or other subcommittee created by statute.
- Meeting of an interim committee that conducts a study or investigation under Nev. Rev. Stat. § 218E.200 or other legislature-established committee conducting an interim study.
- Meeting of a non-legislative committee, if the employee's membership in the committee is in the employee's official capacity as a legislator.

You must provide written notice of your need to take leave as soon as practical.

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

### **Leave to Attend Juvenile Court**

Your Onsite Employer will provide unpaid leave to employees who need to attend court with or on behalf of a child. To be eligible for this leave, you must be the parent or guardian of the child.

You must provide advance verbal notice of your need for leave as soon as practical. In the case of a detention hearing, you must provide your Onsite Employer with a certificate of attendance immediately upon your return

to work. For any hearing after the initial detention hearing, you must provide a copy of the written notice of hearing prior to attending the hearing.

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

### **Emergency Services Leave**

Your Onsite Employer will provide employees who perform duties as volunteer emergency services workers with unpaid time off to perform these services. Covered emergency services workers include:

- Volunteer ambulance drivers and attendants.
- Volunteer firefighters.
- Members of a volunteer search and rescue or reserve unit of a sheriff's department.
- Members of the Civil Air Patrol.

If you are a voluntary emergency services worker, you must disclose your potential obligations to your Manager.

You must provide notice of your need for leave as soon as practical.

Your Onsite Employer will not discriminate or retaliate against employees who serve as volunteer emergency services workers or who take leave in accordance with this policy.

### **School Conference and Emergency Leave**

Your Onsite Employer will provide unpaid leave to employees who are the parent, guardian, or custodian of a child who is enrolled in a public or private school to:

- Attend a conference requested by an administrator at the child's school; or
- Respond to an emergency regarding their child that occurs during the workday.

You must provide notice of your need for leave as soon as practical.

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

### **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.

### **Leave for Victims of Domestic Violence and Sexual Assault**

Your Onsite Employer provides eligible employees with up to 160 hours of unpaid victim leave in a 12-month period in accordance with Nevada's leave law for victims of domestic violence and sexual assault.

#### Eligibility

To be eligible for victim leave, you must:

- Be employed by your Onsite Employer for at least 90 days; and
- Be a victim of domestic violence or sexual assault or have a household or family member who is the victim of domestic violence or sexual assault.

### Reasons for Leave

Victim leave may be taken for one or more of the following reasons:

- The diagnosis, care, or treatment of a health condition related to domestic violence or sexual assault committed against you or a member of your family or household;
- To obtain counseling or assistance related to domestic violence or sexual assault committed against you or a member of your family or household;
- To participate in any court proceedings related to an act of domestic violence or sexual assault 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 or sexual assault.

### Leave Usage

Victim leave must be used within the 12 months immediately following the date on which the domestic violence or sexual assault occurred. Leave may be used consecutively or intermittently.

Victim leave will run concurrently with other leaves where permissible under applicable law.

### Notice

You must provide reasonable 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 victim leave, you must provide at least 48 hours' advance notice of the need to use additional hours of leave. Victim leave is unpaid; however, you may elect to use any available paid leave time.

### Documentation

You may be required to provide documentation supporting your need for leave. Documentation may include, but is not limited to:

- A police report.
- A copy of an application for an order for protection.
- An affidavit from an organization that provides services to victims of domestic violence.
- Documentation from a physician.

### Confidentiality

Your Onsite Employer will take all reasonable steps to keep confidential all information relating to your request for victim leave.

### Retaliation

Your Onsite Employer will not discriminate or 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.

## **Paid Leave**

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

Your Onsite Employer provides paid leave to all eligible employees in accordance with Nevada's paid leave law.

#### Eligibility

All employees are eligible for paid leave, except those who are temporary, seasonal, and on-call. If your Onsite Employer does not already have an established leave policy that fulfills the requirements of the law, they will provide paid leave in either the Frontloading Method (all at once) or the Accrual Method (accrue on a schedule).

#### Reasons for Leave

Eligible employees are not required to provide a reason for taking paid leave.

#### Accrual and Carry Over

Employees accrue at least .01923 hours of paid leave for every one hour worked. This is equivalent to 40 hours of leave per year for someone working 40 hours per week, all year long. Although the law doesn't state that your Onsite Employer can set a yearly accrual cap, your Onsite Employer may cap carryover at 40 hours per benefit year. A **benefit year** is a 365-day period used by your Onsite Employer when calculating the accrual of paid leave.

The law does not address exempt employees, whose hours are often not tracked. The Labor Commissioner recommends tracking their hours to ensure compliance with the law.

Instead of hour-by-hour accrual, your Onsite Employer may provide employees with a lump sum of all the leave they are expected to earn in a year at the beginning of the year and make it available for immediate use (a.k.a. frontloading). When frontloading earned paid leave, your Onsite Employer does not need to allow employees to carry over any unused leave at the end of each year.

#### Compensation

You will be compensated for paid leave at the same rate of pay you are receiving when leave is taken.

#### Notice

If you would like to take paid leave, provide notice of your need for leave as soon as practical. You will not be required to provide a reason for the leave or find a replacement worker as a condition for using paid leave.

### Payment Upon Termination

You will not be paid for unused leave when your employment ends.

### Reinstatement of Leave Upon Rehire

If you are rehired by your Onsite Employer within 90 days of separation, any previously unused paid leave hours will be reinstated, provided the separation was not voluntary.

### Retaliation

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 or private 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 or private school. The smallest increment of leave you may take is one hour.

You must provide a written request for leave 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.



# North Carolina Policies

## Hiring and Orientation Policies

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 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 based on the following protected classes: age (40 and over), 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, possession of sickle cell trait or hemoglobin C trait, 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 membership in a protected class. 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 another person's body;
- 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 coworkers.

### 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 membership in a protected class.

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, 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 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.

## **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.

## **Benefits**

### **Civil Air Patrol Leave**

Your Onsite Employer will provide eligible employees with up to 14 days of unpaid Civil Air Patrol leave to perform their duties related to a state-approved mission or a U.S. Air Force-authorized mission.

#### Eligibility

To be eligible for Civil Air Patrol leave, you must be a volunteer member of the North Carolina Wing of the Civil Air Patrol.

#### Use of Leave

Leave may be for no more than seven consecutive scheduled working days. The total amount of leave you may use in a calendar year is 14 days.

You may substitute any available paid leave for your unpaid Civil Air Patrol leave, if applicable.

### Notice

If your need for leave is foreseeable, provide as much advance notice as possible. If unforeseeable, provide notice as soon as practical.

### Documentation

To verify that leave was used for a proper purpose, you may be required to furnish a copy of your mission order.

### Retaliation

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

## **Election Precinct Official Leave**

Your Onsite Employer will provide employees who are appointed as election precinct officials with unpaid leave on Election Day or canvass day to perform the duties of their position.

You must provide at least 30 days' notice of your intent to take leave to serve as an election precinct official.

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

## **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.

## **Emergency Services Leave**

If you are a member of a volunteer fire department, rescue squad, or emergency medical services agency, your Onsite Employer will provide you with unpaid leave when you are:

- Called into service to respond to a declared state of emergency; or
- Activated by the State Emergency Response Team in response to an emergency.

Time missed from work will be unpaid; however, you may choose to substitute available vacation/PTO in lieu of unpaid leave, if applicable.

To be eligible for this leave your services must be requested in writing by the director of the Division of Emergency Management or by the head of a local emergency management agency. This request must be directed to the chief of your volunteer fire department, rescue squad, or emergency medical services agency, and a copy must be provided to your Onsite Employer.

This policy does not apply if your Onsite Employer certifies to the director of the Division of Emergency Management or head of the local emergency management agency that you are essential to your Onsite Employer's own emergency relief activities.

## **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.

## South Carolina Policies

### Welcome

### Cover Page

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.

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

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

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### Hiring and Orientation Policies

#### EEO Statement and Nonharassment Policy

##### Equal Opportunity Statement

##### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 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 based on the following protected classes: 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 membership in a protected

class. 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 another person's body;
- 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 membership in a protected class.

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 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.

## **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**

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.

## **Benefits**

### **Emergency Service Workers Leave**

If you are a volunteer firefighter or a volunteer medical services employee, your Onsite Employer will not terminate you for responding to a declared state of emergency by the President of the United States or governor of South Carolina. Any work time missed while responding to an emergency will be unpaid.

### **Isolation and Quarantine Leave**

Your Onsite Employer provides unpaid leave to employees who are ordered to isolate or quarantine by the Department of Health and Environmental Control.

Provide notice of your need for leave as soon as practical.

You may be required to substitute any accrued and unused paid leave (e.g., vacation/paid time off/sick days/personal days) for this leave, if applicable.

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

### **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.

# Tennessee Policies

## Hiring and Orientation Policies

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 8 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 based on the following protected classes: age (40 and older), race, color, national origin, ancestry, religion, creed, 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 membership in a protected class. 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 another person's body;
- 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 membership in a protected class.

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.

### **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, your Onsite Employer will provide you a room or space, other than a restroom, in close proximity to the work area, to express milk. The room or space 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 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**

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.

## 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.

### Volunteer Firefighter Leave

If you are a volunteer firefighter, your Onsite Employer will grant you unpaid leave from work to respond to a fire call during your regular hours of employment. Time missed from work will be unpaid.

You must make reasonable efforts to notify your Onsite Employer that you may be absent from or late to work due to your volunteer response.

If you leave work during your regular hours to respond to a fire call and assist in firefighting for more than four hours, you may take off the next scheduled work period within 12 hours after that response as a vacation day or sick leave day without loss of pay. If you are not entitled to a vacation day or sick leave day, you may take unpaid leave. You are entitled to the same leave if you are an active volunteer firefighter and you worked for more than four hours as a volunteer firefighter in an emergency in the last day.

Your Onsite Employer may require you to provide a written statement from the supervisor or acting supervisor of the volunteer fire department stating that you responded to an emergency and including the date, time, and duration of the emergency response.

### Volunteer Rescue Squad Member Leave

If you are a volunteer rescue squad worker, your Onsite Employer will grant you unpaid leave from work to respond to an emergency that occurred before you normally report to work. **Volunteer rescue squad worker**



means any person who is trained in emergency and rescue work and who performs that work without compensation in a unit that is equipped to address such situations. This time off will not be paid.

You must make reasonable efforts to notify your Onsite Employer that you may be absent from or late to work due to your volunteer response. Your Onsite Employer may require you to provide a written statement from the supervisor or acting supervisor of the volunteer rescue squad stating that you responded to an emergency and listing the time and date of the emergency.

### **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.

# Texas Policies

## Hiring and Orientation Policies

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

#### **THIS POLICY APPLIES TO EMPLOYERS WITH 15 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 based on the following protected classes: age (40 and older), race (including discrimination on the basis of a person's hair texture or protective hairstyle commonly or historically associated with race, such as braids, locks, and twists), 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, 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 membership in a protected class. 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 another person's body;
- 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 membership in a protected class.

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, 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 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.

## **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.

## **Benefits**

### **Political Convention Leave**

Your Onsite Employer will provide employees with unpaid leave to attend:

- A precinct convention for which they are eligible to participate; or
- A county, district, or state convention for which they are a delegate.

Provide as much notice as possible of your need for leave.

Your Onsite Employer will not discriminate or 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.

## **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.

# Virginia Policies

## Hiring and Orientation Policies

### 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 based on the following protected classes: 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), marital status, 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 member of management.

#### Policy Against Workplace Harassment

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- 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 membership in a protected class.

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.

## **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.

## **Wage Disclosure Protection**

Your Onsite Employer will not discriminate or retaliate against you for inquiring about, discussing, or disclosing information regarding employee wages, benefits, or other compensation.

This policy does not require you to disclose such information about yourself to any other employee or former employee.

However, if you have access to or knowledge of the compensation information of other employees as a part of your essential job functions, you may not disclose that information to individuals who do not otherwise have authorized access to it, unless the disclosure is:



- In response to a formal charge or complaint;
- In furtherance of an investigation, proceeding, hearing, or other action (including an investigation conducted by your Onsite Employer); or
- Consistent with the legal duty of your Onsite Employer to furnish information.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to any member of management.

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

## **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**

### **Election Worker Leave**

Your Onsite Employer will provide employees who are election workers with unpaid leave to:

- Serve at a polling place on Election Day; or
- Serve at a meeting of the electoral board following the election to determine the results of such election.

**Election worker** means a member of a local electoral board, a deputy general registrar, or an officer of election.

You must provide reasonable notice of your need to take leave.

If you serve four or more hours (including travel time), you will not be required to start any work shift that begins on or after 5 p.m. on the day of your service or begins before 3 a.m. on the day following your service.

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

## **Civil Air Patrol Leave**

Your Onsite Employer will provide unpaid leave to employees who are members of the Civil Air Patrol to engage in training for emergency missions with the Civil Air Patrol or to respond to an emergency mission as a Civil Air Patrol volunteer.

### Duration of Leave

Leave used for training is limited to 10 workdays per federal fiscal year. Leave used to respond to an emergency mission is limited to 30 workdays per federal fiscal year.

You will not be required to exhaust any other leave to which you are entitled prior to taking Civil Air Patrol leave.

### Notice

Provide as much notice as possible of your intent to take leave. You must provide:

- Certification that you have been authorized by the U.S. Air Force, the governor, or a department, division, agency, or political subdivision of the state to respond to or train for an emergency mission; and
- Verification from the Civil Air Patrol of the emergency need of your volunteer service.

### Retaliation

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

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

Your Onsite Employer will provide eligible employees with:

- Up to 30 business days of unpaid leave in a 12-month period to serve as a bone marrow donor.
- Up to 60 business days of unpaid leave in a 12-month period to serve as an organ donor.

### Eligibility

To be eligible for donation leave, as of the date the requested leave begins, you must have:

- Been employed by your Onsite Employer for at least 12 months; and
- Worked at least 1,250 hours for your Onsite Employer during the previous 12 months.

### Leave Request

To request donation leave, you must provide your Onsite Employer with written verification from a physician that you are an eligible bone marrow or organ donor and there is a medical necessity for the donation.

### Pay

Donation leave is unpaid. You may choose to use available accrued but unused vacation/paid time off/paid sick time in lieu of unpaid leave, if applicable.

### Interaction with Other Laws

Leave cannot be taken concurrently with leave under the federal Family and Medical Leave Act (FMLA).

### Return to Work

Upon returning to work at the end of donation leave, you will be restored to your previous position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

### Maintenance of Health Benefits

If your Onsite Employer provides you with health benefits under a group health plan, your Onsite Employer will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken donation leave.

### Retaliation

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

## **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.

## 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: \_\_\_\_\_

## **APPENDIX**

Colorado Workplace Public Health Rights Poster: Paid Leave, Whistleblowing, & Protective Equipment

Colorado Overtime & Minimum Pay Standards Order: ("Comps Order") #39, Poster & Notice

Illinois Paid Leave for All Workers Act Notice

**Colorado Minimum Wage: inflation-adjusted annually; \$14.42/hour in 2024, (Rule 3)**

- Employees must be paid at least minimum wage (whether hourly, salary, commission, piecework, etc.) unless exempt
- Unemancipated minors can be paid 15% less than full minimum wage
- Use the highest minimum wage that applies; all local minimum wages are posted at [ColoradoLaborLaw.gov](http://ColoradoLaborLaw.gov)

**Overtime: 1½ times regular pay rates for hours over 40 weekly, 12 daily, or 12 consecutive (Rule 4)**

- Overtime is required *each* week over 40 hours, or day over 12, even if 2 or more weeks or days *average* fewer hours
- Employers cannot provide time off (“comp time”) instead of time-and-a-half premium pay for overtime hours
- Key variances/exemptions (all are detailed in Rules 2.3-2.4):
  - Modified overtime in a small number of health care jobs; exemption for certain heavy vehicle drivers
  - No 40-hour weekly overtime in downhill ski/snowboard jobs (but 56-hour overtime for many under federal law)
  - Agriculture: overtime after 48-56 hours (based on size and seasonality); extra breaks and pay on long days

**Meal Periods: 30 minutes uninterrupted and duty-free, for shifts over 5 hours (Rule 1.9)**

- Can be unpaid, but only if employees are completely relieved of all duties, and allowed to pursue personal activities
- If work makes uninterrupted meal periods impractical, eating on-duty must be permitted, and the time must be paid
- To the extent practical, meal periods must be at least 1 hour after starting and 1 hour before ending shifts

**Rest Periods: 10 minutes, paid, every 4 hours (Rule 5.2)**

<b>#Work Hours:</b>	<b>Up to 2</b>	<b>&gt;2, up to 6</b>	<b>&gt;6, up to 10</b>	<b>&gt;10, up to 14</b>	<b>&gt;14, up to 18</b>	<b>&gt;18, up to 22</b>	<b>&gt;22</b>
<b>#Rest Periods:</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>

- Need not be off-site, but must not include work, and should be in the middle of the 4 hours to the extent practical
- Rest periods are time worked for minimum wage and overtime purposes, and if employers do not authorize and permit rest periods, they must pay extra for time that would have been rest periods, including for non-hourly-paid employees
- Key variances/exemptions:
  - In some circumstances, 10-minute rest periods can be divided into two of 5 minutes (Rule 5.2.1)
  - Agriculture: certain work requires more breaks; other is exempt (Rule 2.3, & Agricultural Labor Conditions Rules)

**Time Worked: Pay for time employers allow performing labor/service for their benefit (Rule 1.9)**

- All time on-premises, on duty, or at workplaces (but not just letting off-duty employees be on-premises), including:
  - putting on/removing work clothes/gear (but not clothes worn outside work), cleanup/setup, or other off-clock duty,
  - waiting for assignments at work, or receiving or sharing work-related information,
  - security/safety screening, or clocking/checking in or out, or
  - waiting for any of the above tasks.
- Travel for employer benefit is time worked; normal home/work travel is not (details in Rule 1.9.2)
- Sleep time, if sufficiently uninterrupted and lengthy, can be excluded in certain situations (details in Rule 1.9.3)

**Deductions, Credits, Charges, & Withheld Pay (Rule 6, and Article 4 of C.R.S. Title 8)**

- Final pay: Owed promptly (if a termination by employer) or at next pay date (if employee resigned)
- Vacation pay: Departing employees must be paid all accrued and unused vacation pay, including paid time off usable for vacation, without deducting or declaring forfeiture based on cause for termination, lack of resignation notice, etc.
- Deductions from pay: Allowed if listed below or in C.R.S. 8-4-105 (including deductions required by law, in a written agreement for the benefit of the employee, for theft in a police report, or for property loss after audit/notice)
- Tip credits: Employers can pay up to \$3.02 below the highest applicable minimum wage (Colorado or local), if:
  - (a) tips (not mandatory service charges) raise pay to full minimum, & (b) tips aren’t diverted to non-tipped staff/owners
- Meal credits/deductions: Allowed for the cost or value (without employer profit) of voluntarily accepted meals
- Lodging credits/deductions: Allowed if housing is voluntarily accepted by the employee, primarily for the employee’s (not the employer’s) benefit, recorded in writing, and limited to \$25 or \$100 per week (based on housing type)
- Uniforms: Must be provided at no cost unless they are ordinary clothes without special material or design; employers must pay for any special cleaning required, and cannot require deposits or deduct for ordinary wear and tear

**Exemptions from COMPS (Rule 2.2 lists all; key exemptions are below)**

- Executives/supervisors, administrators, and professionals paid at least a salary (not hourly wages) of \$55,000 in 2024 (then inflation-adjusted in future years), except \$33.17/hour for highly technical computer work
- Other highly compensated, non-manual-labor employees paid at least 2.25 the above salary (\$123,750 in 2024)
- 20% owners, or at a nonprofit the highest-paid/highest-ranked employee, if actively engaged in management
- Various (not all) types of salespersons, taxi drivers, camp/outdoor education field staff, or property managers

**Record-Keeping & Notices of Rights (Rule 7)**

- Employers must give all employees (and keep for three years) pay statements that include time worked, pay rate (including any tips and credits), and total pay
- This year’s poster must be displayed where easily accessible, or if not practical (such as for remote workers), provided within one month of beginning work and when employees request a copy
- Employers must include a copy of this poster, or the COMPS Order, in any employment handbook or manual
- Violation of notice of rights rules (posting or distribution), including by providing information undercutting this poster, may yield fines and/or ineligibility for employee-specific credits, deductions, or exemptions in COMPS

**Complaint & Anti-Retaliation Rights (Rule 8)**

- Employees can send the Division (contact info below) complaints or tips about violations, or file lawsuits in court
- Employers cannot retaliate against, or interfere with, employees exercising their rights
- Anonymous tips are accepted; anonymity or confidentiality are protected if requested (Wage Protection Rule 4.7)
- Owners and other individuals with control over work may be liable for certain violations — not just the business, even if the business is a corporation, partnership, or other entity separate from its owner(s) (Rule 1.6)
- Immigration status is irrelevant to these labor rights: the Division will not ask or report status in investigations or rulings, and it is illegal for anyone to use immigration status to interfere with these rights (Wage Protection Rule 4.8)

***This Poster is a summary and cannot be relied on as complete labor law information. For all rules, fact sheets, translations, questions, or complaints, contact: DIVISION OF LABOR STANDARDS & STATISTICS, [ColoradoLaborLaw.gov](http://ColoradoLaborLaw.gov), [cdle\\_labor\\_standards@state.co.us](mailto:cdle_labor_standards@state.co.us), 303-318-8441 / 888-390-7936***

## **THE HEALTHY FAMILIES & WORKPLACES ACT (“HFWA”): Paid Leave Rights**

### **Coverage: All Colorado employers, of any size, must provide paid leave**

- All employees earn 1 hour of paid leave per 30 hours worked (“accrued leave”), up to 48 hours a year.
- Employees are required to be paid their regular pay rate during leave, and the employer must continue their benefits.
- Up to 48 hours of unused accrued leave carries over for use during the next year.
- For details on specific situations (irregular hours, non-hourly pay, etc.), see Wage Protection Rule 3.5, 7 CCR 1103-7.
- Up to 80 hours of supplemental leave applies in a public health emergency (PHE), until 4 weeks after the PHE ends.\*

### **Employees can use accrued leave for the following safety or health needs:**

- (1) a mental or physical illness, injury, or health condition that prevents work, including diagnosis or preventive care;
- (2) domestic abuse, sexual assault, or criminal harassment leading to health, relocation, legal, or other services needs;
- (3) caring for a family member experiencing a condition described in category (1) or (2);
- (4) grieving, funeral/memorial attendance, or financial/legal needs after a death of a family member;
- (5) due to inclement weather, power/heat/water loss, or other unexpected occurrence, the employees needs to either (a) evacuate their residence, or (b) care for a family member whose school or place of care was closed; *or*
- (6) in a PHE, a public official closed the workplace, or the school or place of care of the employee’s child.

### **Employer Policies (Notice; Documentation; Incremental Use; Privacy; and Paid Leave Records)**

- **Written notice and posters.** Employers must (1) provide notice to new employees no later than other onboarding documents/policies; and (2) display updated posters, and provide updated notices to current employees, by end of year.
- **Notice for “foreseeable” leave.** Employers may adopt “reasonable procedures” in writing as to how employees should provide notice if they require “foreseeable” leave, but **cannot deny paid leave** for noncompliance with such a policy.
- **An employer can require documentation to show that accrued leave was for a qualifying reason only if leave was for four or more consecutive work days** (*i.e.* days when an employee would have worked, not calendar days).
- **Documentation is not required to take accrued leave**, but can be required as soon as an employee returns to work or separates from work (whichever is sooner). **No documentation can be required for PHE leave.**
- **To document leave for an employee’s (or an employee’s family member’s) health-related need**, an employee may provide: (1) a document from a health or social services provider *if* services were received and a document can be obtained in reasonable time and without added expense; *otherwise* (2) the employee’s own writing.
- **Documentation as to domestic abuse, sexual assault, or criminal harassment** can be a document or writing under (1) above (*e.g.* legal or shelter services provider) or (2) above, or legal document (restraining order, police report, etc.).
- **If an employer reasonably deems an employee’s documentation deficient**, the employer must: (A) notify the employee within seven days of either receiving the documentation or the employee’s return to work or separation (whichever is sooner), and (B) give the employee at least seven days to cure the deficiency.
- **Incremental Use.** Depending on employer policy, employees can use leave in either hourly or six-minute increments.

- **Employee Privacy.** Employers cannot require employees to disclose “details” about an employee’s (or their family’s) HFWA-related health or safety information; such information must be treated as a confidential medical record.
- **Records must be retained and provided upon request.** Employers must provide documentation of the current amount of paid leave employees have (1) available for use, and (2) already used during the current benefit year, including any supplemental PHE leave. Information may be requested once per month or when the need for HFWA leave arises.

### **Retaliation or Interference with HFWA Rights**

- **Paid leave cannot be counted as an “absence”** that may result in firing or another kind of adverse action.
- **An employee can’t be required to find a “replacement worker” or job coverage when taking paid leave.**
- **An employer cannot fire, threaten, or otherwise retaliate against, or interfere with use of leave by**, an employee who: (1) requests or takes HFWA leave; (2) informs or assists another person in exercising HFWA rights; (3) files a HFWA complaint; or (4) cooperates/assists in investigation of a HFWA violation.
- **If an employee’s reasonable, good-faith HFWA complaint, request, or other activity is incorrect**, an employer need not agree or grant it, but cannot *act against* the employee for it. Employees *can* face consequences for misusing leave.

## **PROTECTED HEALTH/SAFETY EXPRESSION & WHISTLEBLOWING (“PHEW”): Worker Rights to Express Workplace Health/Safety Concerns & Use Protective Equipment**

### **Coverage: All Employers and Employees, Plus Certain Independent Contractors**

- PHEW covers not just “employers” and “employees,” but all “principals” (an employer or a business with at least 5 independent contractors) and “workers” (employees or independent contractors working for a “principal”).

### **Worker Rights to Oppose Workplace Health/Safety Violations:**

- It is unlawful to **retaliate against, or interfere with**, the following acts:
  - (1) **raising reasonable concerns**, including informally, to the principal, other workers, the government, or the public, about workplace violations of government health or safety rules, or a significant workplace health or safety threat;
  - (2) **opposing or testifying, assisting, or participating** in an investigation or proceeding about retaliation for, or interference with, the above-listed conduct.
- A principal need not address a worker’s PHEW-related concern, but it still cannot fire or take other *action against* the worker for raising such a concern, as long as the concern was reasonable and in good-faith.

### **Workers’ Rights to Use Their Own Personal Protective Equipment (“PPE”):**

- A worker must be allowed to **voluntarily wear their own PPE** (mask, faceguard, gloves, etc.) if the PPE (1) provides **more protection** than equipment provided at the workplace, (2) is **recommended** by a government health agency (federal, state, or local), and (3) does not make the worker **unable to do the job**.

## **COMPLAINT RIGHTS (under both HFWA & PHEW)**

- Report violations to the Division as complaints or anonymous tips, or file in court after exhausting pre-lawsuit remedies.

This Poster summarizes two Colorado workplace public health laws: C.R.S. § 8-13.3-401 et seq., (paid leave), and C.R.S. § 8-14.4-101 et seq. (healthy and safety whistleblowing) including amendments current as of the date of this poster. It does not cover other health or safety laws, rules, and orders, including under the federal Occupational Safety and Health Act (OSHA), from the Colorado Department of Public Health and Environment (CDPHE), or from local public health agencies. Contact those agencies for such health and safety information.

\*In a PHE, employees gain additional hours of leave for inability to work, testing, quarantining, caring for family in such situations, and related needs. No PHE is now in effect; this poster will be updated if one is declared.

**This poster must be displayed where easily accessible to workers, shared with remote workers, provided in other languages as needed, and replaced with any annually updated versions.**

**This Poster is a summary and cannot be relied on as complete labor law information. For all rules, fact sheets, translations, questions, or complaints, contact:**

**DIVISION OF LABOR STANDARDS & STATISTICS, ColoradoLaborLaw.gov, cdle\_labor\_standards@state.co.us, 303-318-8441 / 888-390-7936.**





# PAID LEAVE FOR ALL WORKERS ACT NOTICE

Employers must provide employees with up to 40 hours of paid leave for any reason.

## Paid Leave

- **Workers:** Earn up to 40 hours of paid leave from work per year.
- **Use:** Workers can use paid leave for any reason of their choosing. Employers may not require workers to provide a reason for their paid leave request or require a worker to find a replacement worker.
- **Accrual:** Workers earn 1 hour of paid leave for every 40 hours they work. Employers may also provide workers with all paid leave hours at the start of the 12-month period (frontloading).
- **Carryover:** Workers rollover all unused accrued paid leave at the end of the year. Any unused frontloaded leave does not have to be carried over.

- **Retaliation is prohibited:** Penalties may apply to employers that take adverse action against workers who exercise their rights under this law.



## Penalties

Workers may recover the amount they should have been paid for the leave, penalties, and other equitable relief.

## Filing a Complaint

A worker may file a complaint with the Illinois Department of Labor alleging a violation of this Act by filling out a complaint form at [labor.illinois.gov/paidleave](http://labor.illinois.gov/paidleave).

## Existing Policy and Exclusions

Certain exceptions may apply for employers who already provide their workers with paid leave. There are also certain categories of workers that are not covered by the law.

See QR code for more information on how to file a complaint and applicable exceptions to the law.



For a complete text of the laws, visit our website at:  
[www.labor.illinois.gov](http://www.labor.illinois.gov)

For more information or to file a Complaint, contact us at:  
[DOL.PaidLeave@illinois.gov](mailto:DOL.PaidLeave@illinois.gov)

312-793-2600

**THIS NOTICE MUST BE DISPLAYED IN A CONSPICUOUS PLACE ON THE PREMISES OF THE EMPLOYER WHERE OTHER NOTICES ARE POSTED.**