

## WSI Recruitment and Staffing



# WSI Associates Handbook Indiana



RECRUITMENT AND STAFFING

[www.wsitalent.com](http://www.wsitalent.com)

Revised June 2025

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# **Core Policies**

## **1.0 Welcome**

### **1.1 Welcome to WSI**

We are happy that you have decided to join the staff of professionals at WSI. We select only the most qualified personnel to represent WSI. As a member of the WSI team, you will be representing WSI at the companies we place you with, and it is our responsibility to find the right assignment for you. Your success depends on your best efforts and ours. The following information will assist you in working with WSI. This Booklet supersedes any and all other employment booklets, handbooks, manuals, policies, procedures, understandings and standards, written or oral, express or implied.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all associates.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. 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. Please understand that no associate handbook can address every situation in the workplace.

If you have questions about your employment or any provisions in this handbook, contact Tracie Petrick.

We wish you success in your employment here at WSI Recruitment & Staffing!

All the best,

Jeff O'Brien, CEO  
WSI Recruitment & Staffing

### **1.2 At-Will Employment**

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

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the CEO 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 CEO.

If a written contract between you and the Company 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 associates in the exercise of their rights under Section 7 of the National Labor Relations Act.

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

## **1.3 Assignments**

As assignments become available, we will contact those persons whose skills and availability match our clients' needs. A WSI Account Coordinator will call you and provide you with the job description and skills needed, location, pay, start date and hours required for the position. If you choose to accept the position, you will be asked to come to the WSI office for an orientation. At the orientation you will be provided with all the necessary information to fill the position including dress code, directions and any additional information that you will need to succeed in your assignment.

It is your choice to accept or refuse the assignment. If you accept the assignment, WSI expects you to complete the entire assignment. Failure to do so will impact your future opportunities with WSI.

WSI expects you to treat your assignment as you would a regular full-time position. The company may decide to hire you for a full-time position based upon your performance during your assignment. You must give at least seven (7) days' notice if you are currently on assignment and feel that it is a wrong fit, or if you find other work.

WSI expects you to report 15 minutes prior to the start of your first scheduled workday and 5 minutes prior for the remainder of your assignment unless instructed otherwise by your supervisor/WSI Account Representative. We expect you to be neat in your dress. We will inform you of any special dress codes or safety equipment needed at your orientation.

Be courteous and friendly. You represent WSI to our clients, and therefore, you are our best "salesperson." Our clients' satisfaction means that we may have more assignments to offer in the future.

Your supervisor/WSI Account Representative at your assignment will provide you with further details. If you do not understand how to do something, please ask. Your supervisor/WSI Account Representative will be much happier with you if you ask instead of guessing.

WSI expects you to follow the clients' rules, procedures, and regulations on their premises including returning from lunch and breaks on time. Personal use of company equipment (i.e. phones, computers, and any other piece of equipment designated by your supervisor/WSI Account Representative) is prohibited.

Remember, WSI is your employer. If you have a question or concern, call your Account Coordinator.

## **1.4 Revisions to Handbook**

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including WSI Recruitment & Staffing policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we

determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we 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.

## **2.0 Hiring and Orientation Policies**

### **2.1 Accommodations for Pregnancy, Childbirth, and Related Medical Conditions**

WSI Recruitment & Staffing recognizes the importance of supporting associates experiencing limitations related to pregnancy, childbirth, or related medical conditions by providing reasonable accommodations. We are committed to complying with the federal Pregnant Workers Fairness Act (PWFA) and any applicable state or local laws offering additional protections.

Examples of reasonable accommodations include:

- Additional break time for restroom use, meals, hydration, and rest.
- Seating options allowing for sitting or standing as needed.
- Schedule changes, part-time work, and paid and unpaid leave.
- Flexible work hours to accommodate medical appointments and physical needs.
- Telework (remote work).
- Closer parking spots to the workplace entrance.
- Light duty.
- Making existing facilities accessible or modifying the work environment.
- Job restructuring.
- Temporarily suspending one or more essential functions of your job.
- Acquiring or modifying equipment, uniforms, or devices.
- Adjusting or modifying examinations or policies.

If you require an accommodation, notify your WSI Account Representative. In instances where the need for a particular accommodation is not obvious, you may be asked to provide:

- The reason an accommodation is needed.
- A description of the proposed accommodation.
- Information on how the accommodation will effectively address your limitations.

Medical documentation will not be required in the following situations:

- When the limitation and need for an accommodation is obvious.
- If the Company is already aware of the limitation due to previous disclosures.
- When requesting accommodations such as additional restroom breaks, fluid intake, food breaks, or seating arrangements, which are considered presumptively reasonable.
- For any lactation accommodations.
- When a similar accommodation has been provided to other associates without requiring documentation.

The Company will engage in an interactive process with you to identify suitable accommodations. While we strive to accommodate all requests, certain accommodations may not be provided if they would result in undue hardship to the Company. Factors considered include the nature and cost of the accommodation, the overall financial resources of the facility, and the impact on operations, including safety and efficiency.

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

The Company strictly prohibits retaliation against associates who request or utilize an accommodation under this policy.

## **2.2 Disability Accommodation**

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

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

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

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

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

Where state or local law provides greater protections to associates than federal law, the Company will apply the law that provides the greatest benefit to associates.

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

The Company will not discriminate or retaliate against associates for requesting an accommodation.

## **2.3 Employment Authorization Verification**

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

inform your WSI Account Representative.

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

## **2.4 Religious Accommodation**

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

### **Requesting a Religious Accommodation**

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

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

After receiving your request, the Company will engage in an interactive dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs or practices and work requirements. The Company encourages you to suggest specific reasonable accommodations. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

The Company will not discriminate or retaliate against associates who, in good faith, request a religious accommodation under this policy.

## **3.0 Wage and Hour Policies**

### **3.1 Attendance**

WSI Recruitment & Staffing requires regular and punctual attendance by associates. You are expected to arrive at the workplace on time and ready to perform your job. It is your responsibility to contact your WSI representative immediately of your assignment ending. WSI will need to know that you are no longer on assignment and are available for work. Your failure to do so may affect any claim you may have for unemployment benefits. Failure to comply with this policy may result in disciplinary action, up to and including termination.

If you are not going to arrive at work or return from a break on time, you must notify your WSI Account Representative as soon as possible, but at least 2 hours before your scheduled start time, or as soon as you become aware of any problem that will result in your being late or absent.

Notice should include the expected duration of your absence and your expected time or date of return. You may be required to provide documentation of the need for the absence, as permitted by applicable law.

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

Absences will be considered excused if you requested the time off in accordance with Company policies and received the required approval for the absence. Absences will be considered unexcused if you are absent from work during scheduled work hours without permission and do not receive retroactive approval. This policy applies to all absences, including full- or partial-day absences, late arrivals, and early departures.

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

The Company reserves the right to apply unused sick time to unauthorized absences when permitted by applicable law. Absences resulting from approved leave or legal requirements are exceptions to this policy.

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

## 3.2 Employment Classifications

The Company designates all associates as either exempt or nonexempt in compliance with applicable federal, state, and local law:

- **Exempt:** Exempt associates are generally paid a fixed salary and are not entitled to overtime pay.
- **Non-exempt:** Nonexempt associates are entitled to minimum wage and overtime pay.

The Company also assigns each associate to one of the following categories:

- **Variable Full-Time Associates.** Regular full-time associates are normally scheduled to work at least 36 hours per workweek, except for approved time off.
- **Variable Part-Time Associates.** Regular part-time associates are normally scheduled to work 35 hours or less per workweek.
- **Temporary/Seasonal Associates.** Temporary associates are generally hired on a temporary or project-specific basis, with either full- or part-time hours. Seasonal associates are hired on a temporary basis during a time of year when extra work is available.

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact your WSI Account Representative. These classifications do not alter your employment at-will status.

## 3.3 Paycheck Deductions

WSI Recruitment & Staffing is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes,

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

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

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

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

## **3.4 Recording Time**

WSI Recruitment & Staffing is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain associates. To ensure that the Company has complete and accurate time records and that associates are paid for all hours worked, nonexempt associates are required to record all working time using Company timecards (versions vary). Speak with your WSI Account Representative for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked and must follow established Company procedures for recording your hours worked. Time must be recorded and submitted based on the requirement of the client you are assigned to.

Notify your WSI Account Representative of any pay discrepancies, unrecorded or mis recorded work hours, or any involuntarily missed meal or break periods.

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

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

### **4.1 Criminal History**

WSI and its clients reserve the right to review an individual's criminal history and obtain a background investigative report when being considered for candidacy as an associate. WSI will undergo an individualized assessment to determine whether the person's criminal background check will preclude employment. As part of that assessment, WSI will consider a variety of factors, including, but not limited to:

- The nature and gravity of the offense and its relationship to the job sought;

- The facts or circumstances surrounding the offense or conduct;
- The number of offenses for which the individual was convicted;
- Age at the time of conviction, or release from prison;
- Evidence that the individual performed the same type of work, post conviction, with the same or a different employer, with no known incidents of criminal conduct;
- The length and consistency of employment history before and after the offense or conduct;
- Rehabilitation efforts, e.g., education/training;
- Employment or character references and any other information regarding fitness for the particular position; and
- Whether the individual is bonded under a federal, state, or local bonding program.

A client may have further restrictions regarding criminal background.

## 4.2 Disciplinary Process

Violation of WSI Recruitment & Staffing 's policies or procedures may result in disciplinary action, including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate associates who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis consistent with applicable law. Note that the specific terms of your employment relationship, including termination procedures, are governed by the laws of the state in which you are employed.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your WSI Account Representative will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and, depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

## 4.3 Open Door/Conflict Resolution Process

WSI Recruitment & Staffing strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your Supervisor and WSI Account Representative, if necessary, to Human Resources or upper-level management. To help manage conflict resolution we have instituted the following problem solving procedure:

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

## 4.4 Rules of Conduct

WSI Recruitment & Staffing wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our associates, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

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

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other associates.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow associate, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in non-designated areas.
- Working unauthorized overtime.
- Solicitation of fellow associates on Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

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

## 5.0 General Policies

### 5.1 Non-solicitation/Non-distribution Policy

WSI Recruitment & Staffing prioritizes a harmonious work environment that minimizes disruption to business operations and respects the focus of associates, visitors, and others. Our non-solicitation/non-distribution policy aims to ensure a balanced approach to interactions within the workplace.

#### Solicitation

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

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

#### Distribution

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

#### Statutory Rights and Communication

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

#### Reporting Violations

If you become aware of violations of this policy, report them to your WSI Account Representative.

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

### 5.2 Personal Cell Phone/Mobile Device Use

While WSI Recruitment & Staffing permits associates to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that

is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

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

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

You may connect your personal device to the Company network or to Company equipment (computers, printers, etc.).

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

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

## **5.3 Personal Data Changes**

It is your obligation to provide WSI Recruitment & Staffing with your current contact information, including current mailing address and telephone number. You should also inform the Company of any changes to your tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact WSI Account Representative.

## **5.4 Security**

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

Immediately advise your WSI Account Representative of any known or potential security risks and/or suspicious conduct of associates, customers, or guests of the Company. Safety and security are the responsibility of all associates and we rely on you to help us keep our premises secure.

## **5.5 Social Media**

WSI Recruitment & Staffing acknowledges that social media has become an integral part of modern life that provides us with unique opportunities to communicate and share information with others. However, we also want to educate associates that their social media use can:

- Pose risks to the Company's confidential and proprietary information, reputation, and brand;

- Expose the Company to discrimination, harassment, and other claims; and
- Jeopardize the Company's compliance with business rules and laws.

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

## Social Media

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

## Use Good Judgment

While the Company respects your right to personal expression, you should assume that anything you do on social media—whether on a business or personal account—could be viewed by a colleague, supervisor, partner, supplier, competitor, investor, customer, or potential customer. As such, any social media activity, even from your personal account, reflects on the Company as well as on yourself. It is important to remember that anyone can see what you post (or what you posted five years ago).

## Guidelines for Posting on Social Media

When posting:

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

## Using Social Media at Work

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

## Retaliation

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

## Violations

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

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

## **5.6 Workplace Privacy and Right to Inspect**

WSI Recruitment & Staffing property, including but not limited to lockers, phones, computers, tablets, desks, workplace areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any associates, and without their presence.

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

## **5.7 Confidentiality and Nondisclosure of Trade Secrets**

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

If you have information that leads you to suspect that associates are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your WSI Account Representative or Human Resources.

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

## 6.0 Benefits

### 6.1 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible WSI Recruitment & Staffing associates and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an associate, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact WSI Account Representative to learn more about your COBRA rights.

### 6.2 Family and Medical Leave (FMLA)

In accordance with the Family and Medical Leave Act of 1993 (FMLA), WSI Recruitment & Staffing provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered associates in certain circumstances.

#### Eligibility

To qualify for FMLA leave, you must:

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

#### Reasons for Leave

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period, which is 12 months from the occurrence, for any of the following reasons:

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

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

As used in this policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.

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

## Notice

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

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

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

## Certification

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

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

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

## Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid; however, you will be required to use available paid leave during FMLA leave as permitted by law.

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

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

## **Leave Increments**

### **Intermittent Leave**

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

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

### **Parental Leave**

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

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

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

## **Fitness for Duty Requirements**

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

## **Health Insurance**

### **Maintaining Coverage During Leave**

Your health insurance coverage will be maintained by the Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the

premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage lapses that coverage will terminate unless payments are promptly made.

## **Payment of Premiums**

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

## **Reinstatement**

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

## **Spouse Aggregation**

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

## **Failure to Return**

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

## **Interaction with State and Local Laws**

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

## **Abuse of Leave**

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

## **Designation of Leave**

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

## **Retaliation**

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

## **Required Notice**

The Company is required to provide you with a copy of the *Your Associate Rights Under the Family and Medical Leave Act* notice, which is attached as an addendum at the end of this handbook.

## **6.3 Jury Duty: Federal, State, and Local**

WSI Recruitment & Staffing supports associates in fulfilling their civic duties, including jury service. If you are summoned for jury duty, notify your WSI Account Representative as soon as possible to coordinate scheduling. The Company reserves the right to require associates to provide proof of jury duty service to the extent authorized by law.

Jury duty leave is unpaid, except where compensation is required by federal or state law. The Company strictly prohibits any form of discrimination or retaliation against associates who request or take leave for jury service.

## **6.4 Military Leave (USERRA)**

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

## **7.0 Safety and Loss Prevention**

### **7.1 Drug and Alcohol Policy**

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

### **Prohibited Conduct**

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

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

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against associates solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

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

## **Violations**

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

## **7.2 General Safety**

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

## **7.3 Workplace Tobacco Usage**

WSI Recruitment & Staffing is concerned about the detrimental effects of smoking and secondhand smoke inhalation. Smoking (including the use of electronic vaping products such as e-cigarettes) is only permitted in designated areas based on your location.

The Company also prohibits the use of smokeless tobacco (e.g., chewing tobacco, dip, and snuff) in such areas.

The Company will not discriminate against associates based on their off-premises, off-duty tobacco usage.

## **7.4 Workplace Violence**

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

### **Zero Tolerance Policy**

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

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

### **Prohibited Conduct**

Prohibited conduct includes, but is not limited to:

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

### **Reporting Incidents of Violence**

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

### **Violations**

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

### **Retaliation**

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

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

If you believe you have been wrongfully retaliated against, immediately report the matter to Human Resources.

# Indiana Policies

## Hiring and Orientation Policies

### EEO Statement and Non-harassment Policy

#### Equal Opportunity Statement

WSI Recruitment & Staffing is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our 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. The Company 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.

The Company 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. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against associates 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 WSI Account Representative or any other designated member of management.

#### Policy Against Workplace Harassment

WSI Recruitment & Staffing 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, associates, 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 Company 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 our 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 your WSI Account Representative or any member of management.

The Company prohibits retaliation against associates who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we 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 the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company 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**

WSI Recruitment & Staffing will provide nursing mothers with 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.

Expressed milk can be stored [in company refrigerators, refrigerators provided in the lactation room or other location]. Sufficiently mark or label your milk to avoid confusion for other associates who may share the refrigerator. You may also bring a personal cooler for storage.

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 Company operations.

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

The Company will not discriminate or retaliate against associates who express breast milk in the workplace in accordance with this policy.

The Company is not required to provide the above benefits if doing so would impose an undue hardship on the Company.

## **Meal and Rest Periods**

WSI Recruitment & Staffing 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. The Company requests that associates 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 associates 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, in writing, by your Manager.

At certain times WSI Recruitment & Staffing may require you to work overtime. We 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**

At WSI Recruitment & Staffing, the standard pay period is weekly for all associates. Pay dates are on Fridays. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your WSI Account Representative if this type of date arises.

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

## **Benefits**

### **Holiday Pay**

Associates are able to use any accumulated Paid Time Off to supplement work missed due to a Holiday.

Associates must request the usage of PTO in order to have it paid out.

### **Paid Time Off (PTO)**

Every associate earns one day of PTO (8hrs) for every 500 hours of employment with WSI. Paid time off can be accumulated in the year (i.e. if an associate has worked for 2,000 hours, they are entitled to 4 PTO days). However, PTO can only be taken one day at a time and in increments of 4 or 8 hours unless used concurrently with time off under the FMLA. This means that an associate cannot take PTO days consecutively. Additionally, associates can request to be paid for one day of PTO on a day they are working. Unused PTO hours cannot be carried over to the next year (i.e. each year is equal to the successive 12 months beginning with the associate's start date). Upon termination of employment (whether voluntary or involuntary but does not pertain to gaps in between assignments), any unused PTO will not be paid. Paid time off must be scheduled with the approval of your WSI supervisor/manager, and in some cases, your client supervisor/manager. This should be scheduled as far in advance as possible, and will be granted on a first-come, first-served basis.

## **Closing Statement**

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Jeff O'Brien, CEO

WSI Recruitment & Staffing

# Acknowledgment of Receipt and Review

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

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

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

This handbook is not intended to preclude or dissuade associates 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 associate 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 WSI Recruitment & Staffing .

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

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Signature

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Date

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Print Name

# **APPENDIX**

# Your Employee Rights Under the Family and Medical Leave Act

## What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

## Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

## How do I request FMLA leave?

Generally, to request FMLA leave you **must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

## What does my employer need to do?

If you are eligible for FMLA leave, your **employer must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

## Where can I find more information?

Call **1-866-487-9243** or visit **dol.gov/fmla** to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



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