



## **Associate Handbook**

## **ABOUT THIS HANDBOOK / DISCLAIMER**

We prepared this handbook to assist you in finding the answers to many questions that you may have regarding your employment relationship PlaceSmart Agency. Please take the necessary time to read it.

We do not expect this handbook to answer all of your questions. The Agency's Executive Administrative Director and Office Manager will also be a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative, is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. PlaceSmart Agency adheres to the policy of employment at will, which permits the Agency or the employee to terminate the employment relationship at any time, for any reason, with or without cause or notice.

Any modification of at-will status and/or provision of any special arrangement concerning terms or conditions of employment in an individual case or generally is only valid if contained in a writing and signed by the Founder.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Agency documents. These Agency documents are always controlling over any statement made in this handbook or by any member of management.

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## **SECTION 1**

# Governing Principles of Employment

### **1-1. WELCOME STATEMENT**

For those of you who are commencing employment with the Agency, on behalf of PlaceSmart Agency, let me extend a warm and sincere welcome. We hope you will enjoy working with us to find an employer who meets your needs. We are glad to have the opportunity to assist you in your search for competitive hourly wage in this area and industry, dependable payroll service, flexible hours, and the consideration you need to ensure a positive and safe work environment.

For those of you who have been with us, thank you for your past and continued service.

I extend to you my personal best wishes for your success and happiness while working with PlaceSmart Agency to secure employment. We understand that it is our employees who provide the services that our customers rely upon, and who will grow and enable us to create new opportunities in the years to come.

**David Kirchner, Founder**

### **1-2. EQUAL EMPLOYMENT OPPORTUNITY**

PlaceSmart Agency is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information, arrest record, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

The Agency will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let the Office Manager know.

The Agency will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on

the Agency's operations. If you wish to request such an accommodation, please speak to the Office Manager.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Office Manager. The Agency will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including discharge. All employees must cooperate with all investigations.

### **1-3. NON-HARASSMENT**

It is PlaceSmart Agency's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to the Office Manager. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact the Executive Administrative Director. If the person toward whom the complaint is directed is one of the individuals indicated above, you should contact any higher-level manager in your reporting hierarchy. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Agency will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with

this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

### **1-4. SEXUAL HARASSMENT**

It is PlaceSmart Agency's policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Agency. It is to ensure that at the Agency all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to the Office Manager. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact the Executive Administrative Director. If the person toward whom the complaint is directed is one of the individuals indicated above, you should contact any higher-level manager in your reporting hierarchy. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge.

All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Agency will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

### **1-5. DRUG AND ALCOHOL-FREE WORKPLACE**

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Agency property, and to ensure efficient operations, the Agency has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Agency.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on Agency premises, while on Agency business (whether or not on Agency premises) or while representing the Agency, is strictly prohibited. Employees and other individuals who work for the Agency also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work.

Employees must notify the Agency within five calendar days if they are convicted of a criminal drug violation in the workplace. Such employees will be subject to discipline up to and including discharge.

Violation of this policy will result in disciplinary action, up to and including discharge.

The Agency maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance

and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Agency employee, including themselves.

### **1-6. WORKPLACE VIOLENCE**

PlaceSmart Agency is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Agency and personal property.

We do not expect you to become an expert in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage you from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Agency policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or Supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; demonstrating a propensity to behave and react irrationally.

#### ***Prohibited Conduct***

Threats, threatening language or any other acts of aggression or violence made toward or by any

Agency employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Agency premises.

### ***Procedures for Reporting a Threat***

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom you feel comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Agency determines, after an appropriate good faith investigation, that someone has violated this policy, the Agency will take swift and appropriate corrective action.

If you are the recipient of a threat made by an outside party, please follow the steps detailed in this section. It is important for us to be aware of any potential danger in our offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

### **1-7. EMPLOYEE BENEFIT PACKAGE POLICY**

PlaceSmart Agency provides a Minimal Essential Healthcare package to all full-time associates working for PlaceSmart Agency. Associates are eligible for enrollment on the first of each month after working 60 days. After working 60 days, you will receive more information about the coverage along with a username and password in the mail with your pay stub. If your address changes, it is your responsibility to let PlaceSmart Agency know your new mailing address.

Associates will automatically be waived in this coverage unless you visit the following website and accept the coverage:

<http://psa.easecentral.com>

If you do not have access to a computer, you can use a computer at any of our PlaceSmart Agency locations.

## SECTION 2

# Operational Policies

### 2-1. EMPLOYEE CLASSIFICATIONS

PlaceSmart Agency is a temporary staffing service. The Agency enables you to work for one employer, but in many different environments. You may prefer the flexibility that different assignments provide, as well as, the ability to explore different work environments. Whether you are a long-term or short-term assignment with a client, you are still a PlaceSmart Agency employee. You have entered into an employment relationship with PlaceSmart Agency voluntarily and acknowledge that there is no specified length of employment. Accordingly, you or PlaceSmart Agency can terminate the relationship at will, which means it can be terminated for any reason with or without cause, and with or without notice, at any time, so long as there is no violation of applicable federal or state law.

For purposes of this handbook, all employees fall within one of the classifications below.

**Full-Time Employees** - Employees who regularly work with a PlaceSmart Agency Client at least 30 hours per week who are hired on a short-term basis.

**Part-Time Employees** - Employees who regularly work

fewer than 30 hours per week who were hired on a short-term basis.

**Short-Term Employees** - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term Employees generally are not eligible for Agency benefits, but are eligible to receive statutory benefits.

In addition to the above classifications, employees are categorized as either “**exempt**” or “**non-exempt**” for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. You will be informed of your classifications upon hire and informed of any subsequent changes to your classifications.

### 2-2. YOUR EMPLOYMENT RECORDS

In order to obtain your position, you provided us with personal information, such as your address and telephone number. This information is contained in your personnel file.

Please keep your personnel file up to date by

informing the Payroll Department of any changes. Also, please inform the Payroll Department of any specialized training or skills you may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect your withholding tax and benefit coverage. Further, an “out of date” emergency contact or an inability to reach you in a crisis could cause a severe health or safety risk or other significant problem.

### **2-3. WORKING HOURS AND SCHEDULE**

PlaceSmart Agency normally is open for business from 8:00 am to 6:00 pm, Monday through Friday. You will be assigned a work schedule and you will be expected to begin and end work according to the schedule of the Client you are placed with. To accommodate the needs of our Clients, at some point we may need to change individual work schedules on either a short-term or long-term basis.

Employees will be provided meal and rest periods as required by law. Your Supervisor will provide further details.

### **2-4. TIMEKEEPING PROCEDURES**

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

It is your responsibility to sign your time record to certify the accuracy of all time recorded. Any errors

in your time record should be reported immediately to your Supervisor, who will attempt to correct legitimate errors.

### **Time Tracking System Policy & Consent Form**

The undersigned associate acknowledges that he/she has been advised and understands that Nashville Material & Supply, L.L.C., d/b/a PlaceSmart Agency (the “Company”), its vendors, and/or the licensor of their time and attendance software collect, retain, and use biometric data for the purpose of identifying associates and recording time entries when utilizing the Company’s biometric time clocks or time clock attachments. The undersigned associate further acknowledges and understands that the Company, which provides staffing and associate placement services, may assign or place the associate with a client or customer that may independently collect, retain, and use biometric data, including biometric time clocks or time clock attachments. Biometric time clocks are computer-based systems that scan an associate’s finger, face and/or eye for purposes of identification. The computer system extracts unique data points and creates a unique mathematical representation used to verify the associate’s identity, for example, when the associate arrives at or departs from the workplace.

The Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq. (“BIPA”), regulates the collection, storage, use, and retention of “biometric identifiers” and “biometric information.” “Biometric identifier” means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. “Biometric information” means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s biometric identifier used to identify an individual.

The associate understands that he or she is free to decline to provide biometric identifiers and biometric information to the Company, its clients, vendors, and/or the licensor of their time and attendance software without any adverse employment action. The associate may revoke this consent at any time by notifying the Company in writing.

The undersigned associate acknowledges that he/she has received, read and understands the attached Biometric Information Privacy Policy, and that he/she voluntarily consents to the Company, its clients, vendors, and/or the licensors of their time and attendance software, collecting, storing retaining and using the undersigned associate's biometric data through a biometric time clock or other similar biometric device, including to the extent that the associate's biometric identifiers or biometric information are utilized as defined in BIPA. The undersigned associate voluntarily consents to the Company providing such biometric data to its clients, vendors, and/or the licensor of the Company's time and attendance software. The biometric information will be utilized during the entire period of the associate's employment with the Company and will be retained only until, and shall request that its vendors and the licensor of their time and attendance software permanently destroy such data when, the first of the following occurs:

- The initial purpose for collecting or obtaining such biometric data has been satisfied, such as the termination of the associate's employment with the Company, or the associate moves to a role within the Company for which the biometric data is not used; or
- Within 3 years of the associate's last interaction with the Company.

The associate acknowledges and understands that to the extent that any client or customer of the Company independently collects, stores, retains and/or uses the undersigned associate's biometric data, that client and/or customer shall be responsible for instituting and complying with their own biometric information privacy policy and/or biometric data retention schedule, which may differ from the Company's, and that the Company shall not be liable for the biometric data which is collected, retained, and/or used by such client and/or customer.

## **2-5. OVERTIME**

Like most successful companies, we experience periods of extremely high activity. During these busy periods, additional work is required from all of us. Your Supervisor is responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide you with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) his/her normal hourly wage for all time worked in excess of forty (40) hours each week, unless otherwise required by law.

Employees may work overtime only with prior management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Sunday and ends 168 hours later at 12 a.m. on the following Sunday.

## **2-6. TRAVEL TIME FOR NON-EXEMPT EMPLOYEES Overnight, ~~Out-of-town~~ trips**

Non-exempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled work days (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

### **Out-of-town trips for One Day**

Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: (i) time spent traveling between the employee's home and the local railroad, bus or plane terminal; and (ii) meal periods.

### **Local Travel**

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when an employee goes directly home from his/her final job site, unless it is much longer than his/her regular commute home from the regular work site. In such case, the portion of the trip home in excess of the regular commute is compensable.

### **Commuting Time**

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a work site near his/her home, but is required to report to a work site farther away than the regular work site, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half times the regular rate.

To the extent that applicable state law provides greater benefits, state law applies.

## **2-7. SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES**

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that you are paid properly and that no improper deductions are made, you must review your pay stubs promptly to identify and report all errors.

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours you may work for the Company. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for

variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example, unless state law requires otherwise, your salary can be reduced for the following reasons:

- Full-day absences for personal reasons.
- Full-day absences for sickness or disability.
- Full-day disciplinary suspensions for infractions of our written policies and procedures.
- Family and Medical Leave absences (either full- or partial-day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- The first or last week of employment in the event you work less than a full week.
- Any full work week in which you do not perform any work.

Your salary may also be reduced for certain types of deductions such as your portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which you performed any work, your salary will not be reduced for any of the following reasons:

Partial day absences for personal reasons, sickness or disability.

Your absence on a day because your employer has decided to close a facility on a scheduled work day.

Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work.

Any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to your accrued leave for

full- or partial-day absences for personal reasons, sickness or disability.

If you believe you have been subject to any improper deductions, you should immediately report the matter to your supervisor. If the supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply), you should immediately contact the Payroll Department or any other supervisor in the Company with whom you feel comfortable.

### **2-8. YOUR PAYCHECK**

You will be paid weekly for all the time you have worked during the past pay period.

Your payroll stub or e-payroll stub, itemizes deductions made from your gross earnings. By law, the Agency is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may

include any court-ordered garnishments. Your payroll stub will also differentiate between regular pay received and overtime pay received.

If you believe there is an error in your pay, bring the matter to the attention of the Payroll Department immediately so the Agency can resolve the matter quickly and amicably.

Your paycheck will be given only to you, unless you request that it be mailed, or authorize in writing another person to accept your check for you.

### **2-9. DIRECT DEPOSIT OR VISA PAYCARD**

PlaceSmart Agency strongly encourages employees to use direct deposit or Visa PayCard Authorization forms are available from the Payroll Department.

### **2-10. SALARY ADVANCES**

PlaceSmart Agency does not permit advances on paychecks or against accrued paid time off. There are no paid holidays with this position.

## SECTION 3

# Benefits

### 3-1. LACTATION BREAKS

Employees who are nursing are provided with reasonable unpaid break time to express breast milk after the birth of a child. The Agency will make reasonable efforts to provide a private location. Employees will not be retaliated against for exercising their rights under this policy.

### 3-2. INSURANCE PROGRAMS EMPLOYEE INSURANCE BENEFIT PACKAGE POLICY

PlaceSmart Agency provides a Minimal Essential Healthcare package to all full-time associates working for PlaceSmart Agency. Associates are eligible for enrollment on the first of each month after working 60 days.

### 3-3. WORKERS' COMPENSATION

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your Supervisor. Failure to follow Agency procedures may affect your ability to receive Workers Compensation benefits.

Neither PlaceSmart Agency nor the insurance carrier will be liable for the payment of worker's compensation benefits for injuries that occur during and employee's voluntary participation in any off-duty recreational, social or athletic activity sponsored by PlaceSmart Agency. If you sustain an injury while working, you will be required to sign a statement from the insurance carrier stating that the injury did take place at work. Any false or misleading information given regarding the injury is insurance fraud, which is a felony.

Each employee is required to sign a certification that to the best of their knowledge, do not have any medical condition or impairment which would inhibit them from lifting up to 70 lbs. of material/ product on a repetitive basis in any assigned position.

If you get injured on the job, call your job supervisor immediately no matter how minor an on-the-job injury may appear and call PlaceSmart Agency as soon as possible. This will enable an eligible employee to qualify for coverage as quickly as possible.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss

work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

### **3-4. JURY DUTY LEAVE**

PlaceSmart Agency realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law.

The Agency is not obligated to compensate employees for time taken off for jury duty. Employees summoned for jury duty must deliver a copy of the summons to the Agency within 10 days of the date of issuance of the summons to the employee.

### **3-5. WITNESS LEAVE**

An employee called to serve as a witness in a judicial proceeding must notify his/her supervisor as soon as possible.

Employees will not be compensated for time away from work to participate in a court case.

Employees attending judicial proceedings in response to a subpoena will not be disciplined for their absence.

### **3-6. VOTING LEAVE**

Employees who are eligible to vote in an election may request up to two hours with pay to vote while polls are open.

Employees must notify the Agency of their intention to vote at least one week prior to Election Day.

### **3-7. VOLUNTARY EMERGENCY WORKERS LEAVE**

The Agency will not terminate employees who serve as volunteer emergency workers and are absent from or late to work due to their participation in an emergency situation. Volunteer emergency workers include volunteer firefighters, emergency medical technicians, ambulance drivers or attendants, first responders, members of county municipal emergency services and disaster agencies, and auxiliary policemen or deputies. Employees must make a reasonable effort to notify the Agency that they may be absent from or late to work.

## Employee Benefit Package

### **Health Insurance – Minimum Essential Coverage Offered w/ Limited Medical Supplement**

Placesmart Agency is presenting all employees the opportunity to enroll in group health insurance. Coverage is available, starting at \$42 per month. Coverage is also available to your dependents.

**You must make your election in this plan if you want to be enrolled.**

Premium breakdown by weekly pay-cycle:

Employee	- \$9.74 / week
Employee + spouse	- \$26.24 / week
Employee + 1 child	- \$20.21 / week
Employee + 2 or more children	- \$38.00 / week
Family	- \$50.83 / week

### **Highlights**

Here is a short list of the plan benefits:\*

- Guarantee issue*
- No deductible or coinsurance*
- Wellness visits are covered at 100%.*
- No pre-existing conditions*
- No networks*
- No limits*

**\*This plan will provide coverage for preventive services and a limited schedule of benefits. Please review the benefit summary on the reverse side for a more detailed overview.**

### **Some common preventive medical services:**

- Well child exams
- Hearing screenings
- Adult wellness exams
- Blood pressure screenings
- Cholesterol screenings
- Oral contraceptives
- Colonoscopy exams
- Immunizations for the flu, diphtheria, tetanus and pertussis
- Vision acuity screenings

**\*please refer to the summary of benefits for a full description of coverages.**

To review your benefits we have supplied you with online access: <https://psa.easecentral.com>

We have included summaries of the benefits on the website, by clicking on the “document library” you can review information without having to login.

### **Also available to you on a voluntary basis:**

- Voluntary Dental - \$4.45/wk
- Voluntary Life/ADDShort Term Disability - \$4.25/wk

**RELIANCE STANDARD**

A MEMBER OF THE TOKIO MARINE GROUP  
 LIFE INSURANCE COMPANY

*SIGNATURE* \_\_\_\_\_

## BasicAdvantage Total Plan

- Visit any doctor or hospital.
- Enrolled dependents receive the same coverage as you.
- No pre-existing conditions exclusions or limitations.
- BasicAdvantage Total Plan enrollees also receive these added non-insurance benefits:
  - ✓ Prescription Drug Card offering discounts at participating pharmacies.
  - ✓ VSP Access Plan membership offering discounts on eye exams and prescription glasses at network doctors.
  - ✓ 24-Hour Nurse Helpline.
  - ✓ On-line Wellness Assistance.
  - ✓ Vitamins & Nutritional Supplements Plan.
  - ✓ On Call Travel Assistance.

INPATIENT HOSPITAL BENEFITS	
<b>Hospital Room &amp; Board Benefits:</b>	
Daily Benefit for the Treatment of Mental & Nervous Conditions Number of Daily Benefits Per Coverage Year	\$100 per day 25
Daily Benefit for the Treatment of Alcohol & Substance Abuse Number of Daily Benefits Per Coverage Year	\$100 per day 25
Daily Benefit for the Treatment of All Other Covered Conditions Number of Daily Benefits Per Coverage Year	\$200 per day 90
<b>Hospital Admission Benefit For Specified Conditions:</b>	
Daily Benefit for Cancer (Malignant Neoplasm) Number of Daily Benefits Per Coverage Year	\$2,000 per day 1
Daily Benefit for Heart Attack (Myocardial Infarction) OR Daily Benefit for Heart Disease <sup>1</sup> Number of Daily Benefits Per Coverage Year	\$1,500 per day \$1,000 per day 1
Daily Benefit for Accidental Injury Number of Daily Benefits Per Coverage Year	\$1,000 per day 1
Daily Benefit for Stroke (Cerebrovascular Accident - CVA) Number of Daily Benefits Per Coverage Year	\$1,000 per day 1
Daily Benefit for Childbirth Number of Daily Benefits Per Coverage Year	\$1,000 per day 1
<b>Maximum Surgery Benefit Per Procedure<sup>2</sup></b>	\$500 per day
<b>Maximum Anesthesia Benefit<sup>3</sup></b>	\$100 per day
<sup>1</sup> The Hospital Admission Benefit is payable for either Heart Attack or Heart Disease during a coverage year, but not both. <sup>2</sup> Benefits for covered inpatient surgery are scheduled and range from \$9 to \$500 and are based on the specific surgical procedure performed. <sup>3</sup> Benefits for covered inpatient anesthesia vary and are equal to 20% of the applicable inpatient surgery benefit.	
OUTPATIENT BENEFITS	
<b>Doctor Visit Benefits:</b>	
Daily Benefit for a New Patient Office Visit Number of Daily Benefits Per Coverage Year	\$75 per day 1
Daily Benefit for an Established Patient Office Visit Number of Daily Benefits Per Coverage Year	\$60 per day 3
Daily Benefit for a Consultation Office Visit Number of Daily Benefits Per Coverage Year	\$75 per day 1
Daily Benefit for an Emergency Room Doctor Visit Number of Daily Benefits Per Coverage Year	\$50 per day 1
<b>Radiology Benefits:</b>	
Daily Benefit for a Magnetic Resonance Imaging (MRI) Number of Daily Benefits Per Coverage Year	\$100 per day 1
Daily Benefit for a Computerized Tomography (CT) Scan Number of Daily Benefits Per Coverage Year	\$50 per day 1
Daily Benefit for all other Radiology Services Number of Daily Benefits Per Coverage Year	\$40 per day 3
<b>Pathology Benefits:</b>	
Daily Benefit for all Pathology Services Number of Daily Benefits Per Coverage Year	\$40 per day 3
<b>Urgent Care Benefits:</b>	
Daily Benefit for an Urgent Care Facility Visit Number of Daily Benefits Per Coverage Year	\$50 per day 1
<b>Emergency Room Visit Benefits:</b>	
Daily Benefit for the treatment of an Accidental Injury Number of Daily Benefits Per Coverage Year	\$500 per day 2
Daily Benefit for the treatment of a Sickness Number of Daily Benefits Per Coverage Year	\$50 per day 3
<b>Maximum Surgery Benefit Per Procedure<sup>4</sup></b>	\$500 per day
<b>Maximum Anesthesia Benefit<sup>5</sup></b>	\$100 per day
<b>Prescription Drug Benefits:</b>	
Daily Benefit per Generic Drug Prescription (filled or refilled) Number of Daily Benefits Per Coverage Year	\$25 per day 7
<sup>4</sup> Benefits for covered outpatient surgery are scheduled and range from \$14 to \$500 and are based on the specific surgical procedure performed. <sup>5</sup> Benefits for covered outpatient anesthesia vary and are equal to 20% of the applicable outpatient surgery benefit.	

## Essential Plan

The **Essential Plan** is intended to provide minimum essential coverage under the Affordable Care Act. It provides you and your enrolled dependents with **preventive care only** and helps you meet the requirements of the Affordable Care Act.

### General Information - (Preventive Care Only)

Co-pays: ..... \$0 (\$50 co-pay for brand name contraceptives)

Deductible: ..... \$0

Benefit percentage paid by plan: ..... 100% of covered expenses (Covered expenses are the lesser of the actual or usual & customary charges)

Plan Annual Maximum: ..... Unlimited

Plan Lifetime Maximum: ..... Unlimited

### Summary of Covered Services

Below are a few of the common preventive health services the plan covers. The plan may also cover a service that is not listed, as long as the service is a covered preventive health service as described in the policy.

#### Covered Services for Children & Adolescents

Well Child Exams – physical exams & vision acuity

Assessments – developmental & behavioral

Immunizations – diphtheria, tetanus and pertussis

Screenings – hearing loss, lead poisoning and depression

#### Covered Services for Adults

Annual Preventive Care Visits – physicals & history

Immunizations – hepatitis & influenza

General Health Screenings – blood pressure, cholesterol & diabetes

Prescription contraceptives for women

## Dental Plan

- Plan pays up to \$1,000 maximum per person each coverage year after a \$50 per person deductible.
- Visit any dentist.
- Covers most common services and gives your enrolled dependents the same coverage.

Types of Charges Covered by the Plan	Percent of Charges the Plan Pays	Waiting Period of Continuous Enrollment Before Plan Pays
Checkups & Routine Cleaning	80%	None
Bitewing X-Rays	80%	None
Sealants (for children)	80%	None
Fluoride Treatments (for children)	80%	None
Fillings	60%	3 Months
Crown & Bridge Repair	60%	3 Months
Denture Repair	60%	3 Months
Endodontics (root canal & pulpal therapy)	60%	3 Months
Periodontics (treatment of gums)	50%	12 Months
Crowns & Bridges	50%	12 Months
Dentures	50%	12 Months

## Term Life Plan (with Accidental Death Benefit)

- Plan provides \$10,000 of term life coverage for you, with an additional matching \$10,000 in the event of accidental death.
- Your benefits reduce by 50% when you reach age 70. Spouse coverage ends at age 70.
- Your benefits will be paid in equal shares to members of the first surviving beneficiary class, as follows: spouse; children; parents; brothers and sisters; or, if none, your estate.
- If you sign up for this benefit, you can add term life coverage for your spouse and each child (older than 6 months) in the amount of \$2,500. Coverage amount for children 6 months of age or younger is \$500. You are the beneficiary for spouse and child term life coverage.
- Term life benefits are not payable for death during the first 2 years of coverage if due to suicide or attempted suicide.

## Short-Term Disability Plan\*

- Plan provides weekly benefits for up to 26 weeks of disability. The amount paid is 50% of base pay, up to a maximum of \$125 per week.
- Disability must be due to a sickness or an injury from an accident that happens while you are covered. You must become totally disabled while covered and, if due to an injury, within 90 days of the date of the accident.
- If you are hospitalized, the benefits are payable immediately; otherwise, the benefits begin after a 14-day elimination period.
- Benefits reduce by 50% when you reach age 70.

\* STD coverage is only available to you. There is no dependent coverage available.

## Questions & Answers

**Who can be covered?** In addition to covering yourself, dependent coverage is offered in the BasicAdvantage Total, Essential, Dental and Term Life Plans. Your eligible dependents are your lawful spouse and your children through age 25, or through any age if disabled and unable to earn a living.

**When does my coverage begin and end?** Your coverage begins on the first day of the month after you enroll, provided you are eligible and the required premium has been paid. Coverage for all of your benefits under the program will end if (1) the required premiums are not paid; (2) you are no longer an eligible employee; (3) the insurance policies terminate; or (4) you enter an Armed Service on full-time active duty.

**When does dependent coverage begin and end?** Your dependents' coverage begins when yours does, unless you enroll them later. If you do, their coverage will become effective after the enrollment is approved and the premiums have been paid. Their coverage ends when yours does or when the dependent is no longer eligible.

**Do I have to use certain doctors, dentists or hospitals?** No. You are free to use any licensed doctor or dentist, or any certified hospital. However, under the

BasicAdvantage Total Plan, you can save money by using a network provider. Rest, nursing or old age homes, or facilities for the treatment of alcoholism, drug addiction or mental disorders are not hospitals.

**How does the BasicAdvantage Total Plan's Hospital Admission Benefit work?** It pays a single daily benefit when you are admitted as an inpatient to the hospital for treatment of any of the conditions shown. The daily benefit amount varies by condition and is payable based on the first diagnosis code listed on the claim form for the hospital admission.

**When will I receive ID cards and full coverage information?** You will receive a Summary Plan Description after you enroll. ID cards will be included.

**Does the BasicAdvantage Total Plan cover maternity?** Yes. Maternity care is covered.

**Are visits to a chiropractor covered under the BasicAdvantage Total Plan?** Yes, chiropractic office visits are covered; however, spinal adjustments and manipulations, or modalities are not covered.

## Exclusions & Limitations

The following is just a summary. Please see your Summary Plan Description (SPD) for a more complete description of these items.

### What is not covered under the BasicAdvantage Total Plan...

- outpatient treatment of mental or nervous conditions;
- outpatient treatment of alcoholism, or substance abuse;
- intentionally self-inflicted injuries, suicide or attempted suicide while sane or insane;
- acts of declared or undeclared war;
- the covered person's commission of a felony;
- work-related injury or sickness;
- normal health checkups;
- eye examinations for glasses, any kind of eye glasses, or prescriptions therefore;
- hearing examinations or hearing aids;
- brand name drugs and drugs not requiring a prescription;
- dental care or treatment except covered events rendered in connection with the care of sound, natural teeth and gums required on account of an accidental injury that happens while covered, and rendered within 6 months of the accident;
- reading or interpreting the results of any diagnostic pathology or radiology tests;
- cosmetic surgery, except covered events rendered in connection with cosmetic surgery needed for breast reconstruction following a mastectomy or an accident that happens while covered. The surgery needed for an accident must be performed within 90 days of the accident;
- treatment rendered while outside the United States of America; and
- services rendered by an immediate family member or provided by your employer.

### What is not covered under the Essential Plan...

- injury or self-inflicted bodily harm;
- sickness or disease of any kind;
- acts of declared or undeclared war;
- the covered person's commission of a felony;
- charges in excess of usual, customary & reasonable charges;
- preventive health services not meeting the requirements of the Affordable Care Act;
- dental care, treatment or supplies, except those specifically included as a covered preventive health service for a child;
- laboratory, radiology, or cardiovascular tests performed for the diagnosis or treatment of sickness, disease or injury; and
- preventive health services rendered by an immediate family member or provided by your employer.

### What is not covered under the Dental Plan...

- procedures begun or appliances installed before coverage begins;
- elective or cosmetic treatment;
- correction of congenital malformations;
- replacement of lost or stolen appliances;
- initial placement of prosthesis or fixed bridge;
- replacement of serviceable bridges;
- replacement of serviceable dentures less than 5 years old;
- replacement of crowns, inlays, and onlays less than 7 years old;

The BasicAdvantage Total Plan, Essential Plan, Dental Plan, and Term Life (with Accidental Death) and Short-Term Disability Plans are underwritten by Reliance Standard Life Insurance Company, Philadelphia, Pennsylvania under group policy form series: LRS-9497-0613, et al; LRS-9499-0913, et al or LRS-9167-1103, et al; LRS-9171-1103, et al; and LRS-9173-1103, et al, respectively.

Refer to the accompanying materials for information on premiums.

Every effort has been made to ensure the accuracy of this enrollment brochure. The information described applies to the residents of most states, however state laws do vary. The laws of your state may affect this benefit program, but these differences generally do not reduce your benefits. This brochure is not a legal document. The contractual terms and conditions of coverage are set forth in the group policies. In the event of a discrepancy, the policies would be the determining factor. Insurance products are provided through Reliance Standard Life Insurance Company, which is licensed in all states (except New York), the District of Columbia, Puerto Rico, & the U.S. Virgin Islands. Reliance Standard Life Insurance Company reserves the right to change the premiums it charges for its plans.

VSP Access Plan discounts from Vision Service Plan. 24-hour Nurse Helpline, Online Wellness Services and Nutritional Supplements Plan from Coverdell and Company, Inc. On Call Travel Assistance from On Call International. The suppliers of these services are not affiliated with Reliance Standard Life Insurance Company, which is not responsible for the content of the services and cannot be held liable for any services provided or not provided by these suppliers.

- procedures involving vertical dimension, correction of attrition or abrasion, occlusion, splinting or bite analysis;
- services in any way related to TMJ or myofascial pain;
- orthognathic surgery;
- prescribed drugs, analgesic or anesthetics;
- instruction for diet, plaque control, and oral hygiene;
- acts of declared or undeclared war;
- charges for implants or their removal and other customized services or attachments;
- cast restorations and crowns for healthy teeth that can be restored by other means;
- treatment of malignancies, cysts, and neoplasms;
- orthodontic treatment;
- charges for forms or missed appointments;
- treatment that is unnecessary, experimental, or does not offer a favorable prognosis;
- services rendered by an immediate family member;
- charges in excess of usual and customary fee levels based on the 90<sup>th</sup> percentile of the FAIR Health, Inc. MDR tables;
- expenses covered under a group medical expense plan;
- expenses payable under Workers' Compensation or other coverage required by law;
- expenses which the covered person is not legally obligated to pay; and
- any procedure begun after coverage ends or any prosthetic dental appliance finally installed more than 30 days after coverage ends.

Many covered procedures have continuous enrollment waiting periods and limitations on how often the plan will pay for them within a certain time frame. The plan will pay only for the procedures specified on the Schedule of Covered Procedures and Benefits in the SPD.

### What is not covered under Short-Term Disability and Accidental Death benefits...

- suicide or attempted suicide, or any intentionally self-inflicted injuries, while sane or insane;
- acts of declared or undeclared war;
- your commission or attempted commission of a felony;
- your operating, riding in or descending from any aircraft, other than while a fare-paying passenger on a licensed, commercial, non-military aircraft;
- voluntarily taking poison, gas, drugs or chemicals not prescribed by a physician;
- release of nuclear energy;
- participation in a riot or an illegal occupation;
- Short-Term Disability benefits are not paid for an injury or sickness related to your work; and
- Accidental Death benefit is not paid for death resulting from sickness of any kind.

The Short-Term Disability benefit is not available to persons who work in California, Hawaii, New Jersey, New York, Rhode Island or Puerto Rico due to statutory coverage. In these states (and Puerto Rico), the employer is required to provide a disability benefit.

## **SECTION 4**

# Leaves of Absence

### **4-1. MILITARY LEAVE**

If you are called into active military service or you enlist in the uniformed services, you will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, you must provide management with advance notice of your service obligations unless you are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable for you to provide such notice. Provided your absence does not exceed applicable statutory limitations, you will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Please ask management for further information about your eligibility for Military Leave.

If you are required to attend yearly Reserves or National Guard duty, you can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). You should give management as much advance notice of your need for military leave as possible so that we can maintain proper coverage while you are away.

### **4-2. FAMILY MILITARY LEAVE ACT**

The Agency will grant eligible employees up to 30

days of unpaid family military leave if their spouse or child is called to military service with the State or the United States for more than 30 days. Family military leave must be taken during the time federal or State deployment orders are in effect.

To be eligible, an employee must have been employed for at least 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the request for family military leave. An employee may take family military leave only if he/she has exhausted all accrued vacation, personal, compensatory and other leave, except sick and disability leave.

The request for leave must be made at least 14 days in advance if the leave will consist of five or more consecutive work days. If the leave will consist of less than five days, the request must be made with as much advance notice as is practicable.

Employees that take family military leave may elect to continue benefits at their own expense during the leave.

Employees that take family military leave will be re-

instated to the position they held before commencing leave, or to a position with equivalent seniority, status, employee benefits, pay and other terms and conditions of employment.

Employees must provide certification from the proper military authority to verify their eligibility for the family military leave requested.

### **4-3. FAMILY AND MEDICAL LEAVE**

#### Family and Medical Leave

##### ***The Leave Policy***

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact the Office Manager.

##### ***I. Eligibility***

FMLA leave is available to “eligible employees.” To be an “eligible employee,” an employee must: 1) have been employed by the Agency for at least 12 months (which need not be consecutive); 2) have been employed by the Agency for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a work site where 50 or more employees are located within 75 miles of the work site.

##### ***II. Entitlements***

The FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration. The FMLA also entitles employees to certain written notices concerning their potential eligibility for and designation of FMLA leave.

##### ***A. Basic FMLA Leave Entitlement:***

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling

12-month period measured backward from the date an employee uses his/her FMLA leave. Leave may be taken for any one, or for a combination, of the following reasons:

To care for the employee’s child after birth or placement for adoption or foster care;

To care for the employee’s spouse, son, daughter or parent (but not in-law) who has a serious health condition;

For the employee’s own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee’s job; and/or

Because of any qualifying exigency arising out of the fact that an employee’s spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of contingency operation. This leave also is available for family members of active duty service members.

A serious health condition is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare,

addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

***B. Additional Military Family Leave Entitlement (Injured Service member Leave)***

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to take up to 26 weeks of leave during a single 12-month period to care for the service member with a serious injury or illness. Leave to care for a service member shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service member.

A “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, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness, or who was a member of the Armed Forces (including members of the National Guard or Reserves) at any time during the five years preceding the date of treatment, recuperation or therapy. A member of the Armed Forces would have a serious injury or illness if he/she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the service member medically unfit to perform duties of the member’s office, grade, rank or rating.

***C. Intermittent Leave and Reduced Leave Schedules***

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered service member.

***D. No Work While on Leave***

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

***E. Protection of Group Health Insurance Benefits***

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

***F. Restoration of Employment and Benefits***

At the end of FMLA leave, subject to some exceptions including situations where job restoration of “key employees” will cause the Agency substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Agency will notify employees if they qualify as “key employees,” if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee’s FMLA leave.

***G. Notice of Eligibility for, and Designation of, FMLA Leave***

Employees requesting FMLA leave are entitled to receive written notice from the Agency telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) Agency’s designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee’s leave entitlement.

The Agency may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Agency’s failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Agen-

cy and employee can mutually agree that leave be retroactively designated as FMLA leave.

### **III. Employee FMLA Leave Obligations**

#### **A. Provide Notice of the Need for Leave**

Employees who take FMLA leave must timely notify the Agency of their need for FMLA leave. The following describes the content and timing of such employee notices.

##### **1. Content of Employee Notice**

To trigger FMLA leave protections, employees must inform the Office Manager of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Agency to determine that the leave is FMLA-qualifying. For example, employees might explain that:

A medical condition renders them unable to perform the functions of their job;

They are pregnant or have been hospitalized overnight;

They or a covered family member are under the continuing care of a health care provider;

The leave is due to a qualifying exigency cause by a covered military member being on active duty or called to active duty status; or

If the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered service member with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Agency's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees

seek leave due to FMLA-qualifying reasons for which the Agency has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

##### **2. Timing of Employee Notice**

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Agency notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

#### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Agency and make a reasonable effort to schedule treatment so as not to unduly disrupt the Agency's operations, subject to the approval of an employee's health care provider. Employees must consult with the Agency prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Agency and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Agency may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, the Agency may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alter-

native positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Agency of the reason why such leave is medically necessary. In such instances, the Agency and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Agency's operations, subject to the approval of the employee's health care provider.

***C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)***

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an initial certification, a recertification and a return to work/fitness for duty certification.

It is the employee's responsibility to provide the Agency with timely, complete and sufficient medical certifications. Whenever the Agency requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Agency's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Agency shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Agency will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Agency (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose

not to provide the Agency with authorization allowing it to clarify or authenticate certifications with health care providers, the Agency may deny FMLA leave if certifications are unclear.

Whenever the Agency deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

***1. Initial Medical Certifications***

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Agency has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Agency's expense. If the opinions of the initial and second health care providers differ, the Agency may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Agency and the employee.

***2. Medical Recertifications***

Depending on the circumstances and duration of FMLA leave, the Agency may require employees to provide recertification of medical conditions giving rise to the need for leave. The Agency will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

***3. Return to Work/Fitness for Duty Medical Certifications***

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own

serious health conditions that made them unable to perform their jobs must provide the Agency with medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Agency may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

#### ***D. Submit Certifications Supporting Need for Military Family Leave***

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Agency may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered service member with a serious injury or illness, the Agency may require employees to obtain certifications completed by an authorized health care provider of the covered service member. In addition, and in accordance with the FMLA regulations, the Agency may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered service member confirming entitlement to such leave.

#### ***E. Questions and/or Complaints about FMLA Leave***

If you have questions regarding this FMLA policy, please contact the Office Manager. The Agency is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy

in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the Human Resources Department immediately. The Agency will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

#### ***F. Coordination of FMLA Leave with Other Leave Policies***

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Agency's other leave policies in this Handbook or contact the Office Manager.

#### **4-4. SCHOOL VISITATION LEAVE**

Parents and guardians having custody of school-children from kindergarten through Grade 12 are provided up to eight (8) hours per year of unpaid time off (not to exceed four (4) hours in any single day) to attend school conferences or classroom activities related to the child if the conference or classroom activities cannot be scheduled during non-work hours. PlaceSmart Agency may require proof that the employee attended school conferences or classroom activities related to the child. Employees first must exhaust all accrued paid time off, then they may take unpaid time off for this purpose. However, employees will be given the opportunity to make up any lost work time. Seven (7) days' written notice (except in emergency situations when twenty-four (24) hours' notice is sufficient) must be given to the

supervisor or manager before taking any time off for school children. Employees must consult with the Agency to schedule their leave so as not to unduly disrupt operations.

#### **4-5. LEAVE FOR VICTIMS OF DOMESTIC OR SEXUAL VIOLENCE**

In accordance with the Illinois Victims' Economic Security and Safety Act, employees who are the victims of domestic or sexual violence, or who have family or household members who are the victims of domestic or sexual violence, may be eligible for up to 12 weeks of unpaid leave within any 12-month period, and upon return will be restored to the same or an equivalent position.

Prior to receiving such leave, the Agency may require the employee to substitute any and all annual or vacation leave, personal leave, and sick leave. This substitution does not extend the 12-week period. Leave for Victims of Domestic or Sexual Violence runs concurrently with Family and Medical Leave and, therefore, does not extend any unpaid time available to the employee under Family and Medical Leave.

##### ***Reasons for Leave***

Eligible employees may take Leave for Victims of Domestic or Sexual Violence so that they or a member of their family or household may take part in one or more of the following actions:

Seek medical attention for or recover from physical or psychological injuries caused by domestic or sexual violence;

Obtain services from a victim's services organization;

Obtain psychological or other counseling;

Participate in safety planning, including temporary

or permanent relocation, or other actions to increase their physical safety or economic security; or

Seek legal assistance or remedies to ensure their health and safety.

##### ***Notice of Need for Leave***

Eligible employees must provide the Agency with at least 48 hours advance notice of the need for leave, unless such notice is not practicable.

##### ***Certification of the Need for Leave***

To request domestic leave, an employee must supply the Agency with a sworn statement from the employee that the employee or a family or household member is a victim of domestic or sexual violence and that leave is necessary for one of the reasons described above.

The employee seeking leave also must provide supporting documentation from one of the following sources:

A victim's services organization;

A member of the clergy;

A medical professional from which the employee or family or household member has sought assistance;

A police report or court record; or

Any other corroborating evidence.

##### ***Intermittent and Reduced Schedule Leave***

Unpaid leave may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours you work per work week or work day).

##### ***Periodic Reports***

During a leave, an employee must provide periodic reports (at least every 30 days) regarding the employee's status and any change in the employee's plans on returning to work.

## SECTION 5

# General Standards of Conduct

### 5-1. WORKPLACE CONDUCT

PlaceSmart Agency endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the Agency's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing PlaceSmart Agency property or a co-worker's property, and/or disclosure of confidential information.
3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. Violation of PlaceSmart Agency's Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening or disrupting the work of others or other violations of PlaceSmart Agency's Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
10. Gambling on Agency property.
11. Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee.
12. Wasting work materials.
13. Performing work of a personal nature during

working time.

14. Violation of the Solicitation and Distribution Policy.
15. Violation of PlaceSmart Agency's Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.
17. Unsatisfactory job performance.
18. Any other violation of Company policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and PlaceSmart Agency reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Agency will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, PlaceSmart Agency will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate an employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

### **5-2. PUNCTUALITY AND ATTENDANCE**

You were hired to perform an important function at PlaceSmart Agency. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, your attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on your fellow employees and your Supervisors. We expect excellent attendance from each of you. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, that there are times when absences and tardiness cannot be avoided. In such cases, you are expected to notify your Super-

visor as early as possible, but no later than the start of your work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Please call, stating the nature of your illness and its expected duration, every day that you are absent.

Unreported absences of three consecutive work days generally will be considered a voluntary resignation of your employment with the Agency.

### **5-3. USE OF COMMUNICATION AND COMPUTER SYSTEMS**

PlaceSmart Agency's communication and computer systems are intended for business purposes and may be used only during working time; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Agency policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the systems.

PlaceSmart Agency may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Agency deems it appropriate to do so. The reasons for which the Agency may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Agency operations continue appropriately during an employee's absence.

Further, PlaceSmart Agency may review Internet usage to ensure that such use with Agency property, or communications sent via the Internet with Agency property, are appropriate. The reasons for which the Agency may review employees' use of the Internet with Agency property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information;

and ensuring that Agency operations continue appropriately during an employee's absence.

The Agency may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Agency's policies prohibiting harassment, in their entirety, apply to the use of Agency's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Since the Agency's communication and computer systems are intended for business use, these systems may not be used to solicit for religious or political causes or outside organizations.

Further, since the Agency's communication and computer systems are intended for business use, no employee is permitted to use or install any private access codes or passwords without prior permission.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

#### **5-4. USE OF SOCIAL MEDIA**

PlaceSmart Agency respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Agency interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking, Twitter or similar site during working time or at any time with Agency equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages, social networking, Twitter and similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page, social networking, Twitter or similar site.

Whether an employee is posting something on his or her own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions the Agency and also expresses either a political opinion or an opinion regarding the Agency's actions, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not the Agency's position. This is necessary to preserve the Agency's good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or threatening is forbidden. Agency policies apply equally to employee social media usage. Employees should review their Employee Handbook for further guidance.

PlaceSmart Agency encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including termination.

## **5-5. PERSONAL AND COMPANY-PROVIDED PORTABLE COMMUNICATION DEVICES**

Agency-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes as permitted the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may be subject to monitoring if sent through the Agency's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Agency-provided or personal device, employees must comply with applicable Agency guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Agency-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If an employee who uses a personal PCD for business resigns or is terminated, the employee will be required to submit the device to the IT department for resetting on or before his or her last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Agency information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Agency information. This is the only way currently possible to ensure that all Agency information is removed from the device at the time of termination. The removal of Agency information is crucial to ensure compliance with the Agency's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a Agency-issued device, the Agency's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

### ***Portable Communication Device Use While Driving***

Employees who drive on Agency business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

#### **5-6. CAMERA PHONES/RECORDING DEVICES**

Due to the potential for issues such as invasion of privacy, sexual harassment, and loss of productivity, no employee may use a camera phone function on any phone on company property or while performing work for the Agency.

The use of tape recorders, dictaphones or other types of voice recording devices anywhere on Agency property, including to record conversations or activities of other employees or management, or while performing work for the Agency, is also strictly prohibited, unless the device was provided to you by the Agency and is used solely for legitimate business purposes.

#### **5-7. INSPECTIONS**

PlaceSmart Agency reserves the right to require employees while on Agency property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Agency or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Agency or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

#### **5-8. SMOKING**

Smoking is prohibited on Agency premises and in all Agency vehicles. Smoking is also prohibited on all Clients' premises except in designated areas.

#### **5-9. PERSONAL VISITS AND TELEPHONE CALLS**

Disruptions during working time can lead to errors and delays. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees are pro-

hibited from having personal guests visit or accompany them anywhere in our facilities or PlaceSmart Agency's clients' facilities, other than the reception areas.

#### **5-10. SOLICITATION AND DISTRIBUTION**

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on working time. "Working time" is the time an employee is engaged, or should be engaged, in performing his/her work tasks for PlaceSmart Agency. Solicitation of any kind by non-employees on Agency premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of Agency is prohibited at all times. Distribution of literature by non-employees on Agency premises is prohibited at all times.

#### **5-11. BULLETIN BOARDS**

Important notices and items of general interest are continually posted on this electronic version of the PlaceSmart Agency Associate Handbook and on the PlaceSmart Agency website. Make it a practice to review it frequently. This will assist you in keeping up with what is current at PlaceSmart Agency.

#### **5-12. CONFIDENTIAL COMPANY INFORMATION**

During the course of work, an employee may become aware of confidential information about PlaceSmart Agency's business, including but not limited to information regarding Agency finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers, customers and potential customers, and knowledge, skills and abilities of personnel. An employee also may become aware of similar confidential information belonging to the Agency's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to our competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Agency may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

### **5-13. CONFLICT OF INTEREST AND BUSINESS ETHICS**

It is PlaceSmart Agency's policy that all employees avoid any conflict between their personal interests and those of the Agency. The purpose of this policy is to ensure that the Agency's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Agency.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Agency, by any employee who is in a position to directly or indirectly influence either the Agency's decision to do business, or the terms upon which business would be done with such organization.

Holding any interest in an organization that competes with the Agency.

Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Agency or which competes with the Agency.

Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Agency.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional

items of nominal or minor value.

It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and the Agency.

### **5-14. USE OF FACILITIES, EQUIPMENT AND PROPERTY, INCLUDING INTELLECTUAL PROPERTY**

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Please notify your Supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the Agency's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the Agency is not responsible for any damage to employees' personal belongings unless the employee's Supervisor provided advance approval for the employee to bring the personal property to work.

### **5-15. HEALTH AND SAFETY**

The health and safety of employees and others on Agency property are of critical concern to PlaceSmart Agency. The Agency intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of

hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Agency's premises, or in a product, facility, piece of equipment, process or business practice for which the Agency is responsible should be brought to the attention of management immediately.

Periodically, the Agency may issue rules and guidelines governing workplace safety and health. The Agency may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's Supervisor as soon as possible, regardless of the severity of the injury or accident.

#### **5-16. HIRING RELATIVES/EMPLOYEE RELATIONSHIPS**

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, PlaceSmart Agency may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the Agency. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one

individual may affect the compensation or other terms or conditions of employment of the other individual. The Agency generally will attempt to identify other available positions, but if no alternate position is available, the Agency retains the right to decide which employee will remain with the Agency.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

#### **5-17. EMPLOYEE DRESS AND PERSONAL APPEARANCE**

You are expected to report to work well groomed, clean, and dressed according to the requirements of your position. Some employees may be required to wear uniforms or safety equipment/clothing. Please contact your Supervisor for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well groomed and wearing the proper attire.

#### **5-18. PUBLICITY/STATEMENTS TO THE MEDIA**

All media inquiries regarding the position of the Agency as to any issues must be referred to the Founder. Only the Founder is authorized to make or approve public statements on behalf of the Agency. No employees, unless specifically designated by the Founder, are authorized to make those statements on behalf of Agency. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Agency must first obtain approval from the Founder.

#### **5-19. OPERATION OF VEHICLES**

All employees authorized to drive Agency-owned or leased vehicles or personal vehicles in conducting Agency business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

A valid driver's license must be in your possession while operating a vehicle off or on Firm property. It is

the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Firm-owned or leased vehicles may be used only as authorized by management.

### ***Portable Communication Device Use While Driving***

Employees who drive on Agency business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

### **5-20. REFERENCES**

PlaceSmart Agency will respond to reference requests through the Office Manager. The Agency will

provide general information concerning the employee such as date of hire, date of termination, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Office Manager.

Only the Office Manager may provide references.

### **5-21. IF YOU MUST LEAVE US**

Should you decide to leave the Agency, we ask that you provide your Supervisor with at least two (2) weeks advance notice of your departure. Your thoughtfulness will be appreciated.

When or if your job assignment ends or you are laid off, you need to keep us informed each week of your availability status. If we do not hear from you every week, we will consider you unavailable for work and to have voluntarily resigned from employment. Further assignments may not be offered. If you fail to comply with this policy, unemployment compensation benefits may be denied.

All Agency property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc. must be returned at separation. Employees also must return all of the Agency's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay the Agency (through payroll deduction, if lawful) for any lost or damaged Agency property.

As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

### **5-22. EXIT INTERVIEW**

Employees who resign are requested to participate in an exit interview with the Office Manager, if possible.

### **5-23. A FEW CLOSING WORDS**

This handbook is intended to give you a broad summary of things you should know about PlaceSmart Agency. The information in this handbook is general

in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, PlaceSmart Agency, in its sole discretion, may always amend, add to, delete from or modify the provisions of this

handbook and/or change its interpretation of any provision set forth in this handbook. Please do not hesitate to speak to management if you have any questions about the Agency or its personnel policies and practices.

## **SECTION 6**

# Additional Acknowledgments

### **6-1. RECEIPT OF WORKPLACE VIOLENCE POLICY**

PlaceSmart Agency is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Agency and personal property.

We do not expect you to become an expert in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage you from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in

Agency policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or Supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; demonstrating a propensity to behave and react irrationally.

#### **6-2. RECEIPT OF SMOKING POLICY**

Smoking is prohibited on Agency premises and in all Agency vehicles. Smoking is prohibited on all PlaceSmart Agency Clients' premises except in designated areas.

#### **6-3. RECEIPT OF PERSONAL VISITS AND TELEPHONE CALLS**

Disruptions during working time can lead to errors and delays. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees are prohibited from having personal guests visit or accompany them anywhere in our facilities or any of

PlaceSmart Agency's Clients' facilities, other than the reception areas.

#### **6-4. RECEIPT OF EMPLOYEE BENEFIT PACKAGE POLICY**

Receipt of Employee Benefit Package Policy

PlaceSmart Agency provides a Minimal Essential Healthcare package to all full-time associates working for PlaceSmart Agency. Associates are eligible for enrollment on the first of each month after working 60 days. After working 60 days, you will receive more information about the coverage along with a username and password in the mail with your pay stub. If your address changes, it is your responsibility to let PlaceSmart Agency know your new mailing address.

Associates will automatically be enrolled in this coverage unless you visit the following website and decline the coverage:

# General Handbook Acknowledgment

This Employee Handbook is an important document intended to help you become acquainted with PlaceSmart Agency. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Agency's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee Handbook.

I have received and read a copy of PlaceSmart Agency's Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Agency at any time. I further understand that my employment is terminable at will, either by myself or the Agency, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of employment will alter "at will" status except an express written agreement signed by the Founder.

## Receipt of Sexual Harassment Policy

It is PlaceSmart Agency's policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Agency. It is to ensure that at the Agency all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to the Office Manager. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact the Executive Administrative Director. If the person toward whom the complaint is directed is one of the individuals indicated above, you should contact any higher-level manager in your reporting hierarchy. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Agency will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

# Receipt of Non-Harassment Policy

It is PlaceSmart Agency's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to the Office Manager. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact the Executive Administrative Director. If the person toward whom the complaint is directed is one of the individuals indicated above, you should contact any higher-level manager in your reporting hierarchy. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Agency will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

# Employment Agreement (Wage Assignment)

If said employee tests positive or adulterates a drug or alcohol test, said employee will be responsible for the testing fee of \$44.00 plus any additional fees that may be charged by the Medical Review Officer (MRO) for additional testing. This fee(s) will be deducted from said employees final paycheck.



## **Attendance**

The ability of PlaceSmart Agency to operate efficiently and to meet its clients' schedules depends upon your regular attendance. When you are absent, quality and efficiencies are reduced. Your fellow associates are also burdened to make up for your absence. You are expected to be at work every scheduled shift, to be on time, and to be prepared to start work at the start of your shift. You are expected to remain at work for your entire shift. Arriving late to work, leaving early from work, and other absences from your scheduled shift are disruptive and must be avoided. Neither excessive tardiness nor poor attendance will be tolerated.

If you will be late to work or are unable to work, you **MUST** notify PlaceSmart Agency at 618-272-2171. Please leave a message at least one hour prior to the start of your scheduled shift. Failure to do so will result in you being considered a "no call no show" for that work day. You will be considered a voluntary quit and your assignment ended after two consecutive "no call no show" days.

Every absence or instance of tardiness will be considered for the purpose of this policy except the following:

1. Approved Jury Duty
2. Approved Armed Forces Reserve Duty
3. Company Designated Holidays
4. Pre-approved appointments
5. Lack of Work due to Production/Equipment problems

Please advise supervisors and administrative staff of any pre-existing appointments, court dates, or previous obligations at least 48 hours in advance in order to be approved and not accumulate points.