

# **Employee Handbook**

*MC Janitorial LLC*

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Congratulations on your new employment with MC Janitorial LLC. We are excited to have you onboard, whether you are a new hire or an employee that has been with us now for a lengthy period of time.

We believe that your success is our success. That's why we've developed this Employee Handbook to help outline our policies and procedures and to help guide you throughout your relationship with us.

This Employee Handbook is not a promise or continued contract of employment, but a tool to help you learn about the rules and expectations around your employment with us. As an employee of MC Janitorial LLC, please be advised this Employee Handbook and all its contents should be kept completely confidential.

Please take the time to view read and review this Employee Handbook as thoroughly as possible, specifically the sections that relate to the type of work you will be doing or the employment relationship you have with us. If you have any questions, please reach out to your supervisor.

Welcome.

## SECTION 1: INTRODUCTION

**1.1 Basic Company Information:** The company you are beginning work for is listed at the beginning of this Employee Handbook ("Handbook"). The company name is as follows: MC Janitorial LLC (the "Company"). The primary business address of the Company is as follows:

118 N. Emma St.  
Olathe KS 66061

The primary contact number of the Company is as follows: 913-780-0731.

**1.2 This Employee Handbook:** This Handbook describes, summarizes, and explains the Company's policies, procedures, benefits (if applicable) and expectations regarding employees and their employment. This Handbook will cover rules related to employment. Complying with all the provisions of this Handbook is a necessary requirement and condition of employment.

While this Handbook strives to give as much information as possible regarding the Company's practices, there may be situations that it does not cover. As such, please do not consider this Handbook a comprehensive, all-encompassing document. The policies and procedures outlined in this Handbook are meant to be a basis for and supplement to other official Company documents, the human resources division of the Company, and any other specific information as may arise from time to time.

This Employee handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees.

This Handbook replaces and supersedes all previous employee handbooks, rules, practices, or other policies, written or oral, express, or implied. Individual employment agreements between an employee and the Company may, however, control over the terms of this Handbook.

If there are any specific questions about anything contained in this Handbook, the employee should consult their manager or department within the Company.

**1.3 Policy Changes:** The Company may, at various points in time, and in our sole and exclusive discretion, change the terms of this Handbook. We have the express right to change, revise, revoke, modify, amend, add to, or otherwise vary the terms of this Handbook and any other Company paperwork, documentation, or information except for the policy of at-will employment as described below. Nothing in this employee handbook or any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to at-will employment status, described below, must be in writing and signed by the Company. The terms can only be changed in writing and updated in this Handbook; no terms will be changed orally. If we change the terms herein, we will send written notice to all employees. All employees will be responsible for being aware of any policy changes after notice is received. If there are any questions or issues

arising from or relating to anything contained within this Handbook, employees should ask their supervisor or the human resources subdivision within the Company.

**1.4 At-Will Employment:** Unless a specific, contrary written employment agreement is received by the employee and signed by an authorized representative of the Company (which shall only be the Company's highest officers, including the CEO or President), all employees of the Company are to be considered at-will employees. In other words, either the Company or the at-will employee may terminate the employment relationship at any time for any reason, with or without notice. Nothing in this Handbook shall be construed to change or modify the at-will relationship between the Company and employee. Further, nothing in this Handbook shall be construed to limit the Company's right to change the terms of the at-will employment relationship, including through wage alterations, promotions, demotions, benefit changes or any other material change.

**1.5 No Guarantees & Interpretation:** The Company's interpretation of anything contained within this Handbook will govern and be absolute. Further, nothing contained herein should be construed to guarantee any kind of employment, any terms of employment, any continued employment or any specific relationship between any current employee and the Company. Only an executed, written employment agreement can alter the terms of this general Handbook.

**1.6 Disputes:** As consideration for your continued employment, you agree that any disputes between you and the Company shall first be submitted to the Company for possible personal and good faith resolution. If these personal resolution attempts fail, you agree that any disputes between you and the Company shall be submitted to binding arbitration. The arbitration shall be conducted in the primary county (Johnson County, Kansas) where the Company operates. The arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of the primary state of business for the Company. Claims necessitating arbitration under this section include, but are not limited to wage and benefit claims, employment termination claims, breach of contract claims, confidentiality claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes, or regulations. *Intellectual property claims by the Company will not be subject to arbitration and may, as an exception to this sub-part, be litigated.*

## SECTION 2: EMPLOYMENT POLICIES

**2.1 Employment Classification:** All employees at the Company are classified into two primary categories, as required under federal law, specifically including the Fair Labor Standards Act ("FLSA"). The two categories of classification are exempt employees and nonexempt employees.

*Exempt Employees:* Employees whose position meets specific tests established by the Federal Labor Standards Act ("FLSA") and Kansas State law. In general, exempt employees

are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.

*Nonexempt Employees:* Employees whose positions do not meet specific tests established by the FLSA and Kansas State law. All employees who are covered by the federal or state minimum wage and overtime laws are considered nonexempt. Employees working in nonexempt jobs are entitled to be paid at least the minimum wage per hour.

Employees are further categorized at the Company into additional classifications, as described below.

*Full-Time Employees:* Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 40 hours per work week.

*Part-Time Employees:* Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 40 hours per work week.

*Independent Contractor or Consultant:* These individuals are not employees of the Company and are self-employed. An Independent Contractor or Consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent Contractors or Consultants are not entitled to benefits.

*Temporary Employees:* Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment. (See Employment-at-will Policy) Temporary employees retain that status unless and until notified in writing of a change.

If employees are unaware of their classification or have not been notified, they should inquire to their supervisor or a human resources manager. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause and with or without notice.

**2.2 Confidentiality:** In the course of employment with the Company, employees may have access to certain non-public Confidential Information (as hereinafter defined). Confidential

Information refers to any information which is confidential and commercially valuable to the Company. The Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields of research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable to the Company.

You, as an employee of the Company, hereby agree that the Confidential Information is secret and valuable to the Company and that the Company desires to maintain the secret and private nature of the Confidential Information.

Confidential Information may or may not be disclosed as such, through labeling, but is to be considered any information which ought to be treated as confidential under the circumstances through which it was disclosed.

Confidential Information shall not mean any information which:

- I) is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of you;
- II) is already known, through legal means, to you;
- III) is given by the Company to third parties, other than you, without any restrictions;
- IV) is given to you by any third party who legally had the Confidential Information and the right to disclose it; or
- V) is developed independently by you and you can show such independent development.

As consideration for your continued employment, you agree:

- I) Not disclose the Confidential Information via any unauthorized means to any third parties throughout the duration of your employment;
- II) Not to discuss the Confidential Information in any public places;
- III) Not to remove hard copies of the Confidential Information from the physical premises of the Company without authorization;
- IV) Not use the Confidential Information for any purpose except those contemplated and authorized by the Company.

Employees may be required to sign a Non-Disclosure Agreement prior to beginning work with the Company.



**2.3 Conflicts of Interest:** Employees working for the Company must at all times avoid any clear or potential conflicts of interest. In other words, employees must not engage in any relationships, activities, businesses, or other situations which may conflict with the best interests of the Company. Because of this policy, employees must take care to avoid any situation which may even appear to be a conflict of interest. Employees must disclose any conflicts, including those which may just be potential conflicts, to the appropriate authority at the company. Conflicts of interest include, but are not limited to, situations where the employee is involved in a business directly competing with the Company or situations where the employee uses confidential or other secret information of the company.

**2.4 Employment of Minors:** The Company strictly follows the child labor provisions of the Fair Labor Standards Act (FLSA). These provisions were created to ensure that the nation's youth do not work in jobs that may pose risks to their health and safety. The FLSA sets minimum wages for work across various sectors, restricts the hours that minors may work, and disallows minors under the age of 18 from work in hazardous jobs. The FLSA also sets wage standards for certain classes of employees, such as full-time students, workers with disabilities, and employees under 20 years of age.

If you believe any of the provisions of the FLSA apply to you, please discuss it with a relevant manager in the human resources department as soon as is practicable.

**2.5 Employment of Relatives & Personal Relationships:** In certain circumstances, relatives or individuals that are close, personal relations may work together. Such work together may include simply working in the same department or it may include managing or supervising each other. Relatives or close relations may even work in a capacity to have access to Company-specific information about the other. The Company allows such work, but only to the extent that it does not jeopardize the business or operations of the Company or otherwise harm any employee or create any conflicts of interest.

If the Company finds any issues among or regarding the work relationships of relatives or close personal relations, the Company may reassign employees. If such issues may be problematic and the Company learns of the relationship during the hiring process, the Company may decline to hire such relative or personal relation at their sole and exclusive discretion.

Relatives under this policy include the following: mother, father, child (natural or adopted), parent, sister, brother, spouse or domestic partner, uncles, aunts, nieces, nephews, any in-laws, any step-relatives, any in-laws of step-relatives, grandparents, or grandchildren.

Close personal relations under this policy include any individuals whom you may be dating, whom you have had a non-work, personal relationship with for a significant amount of time, or any other individual the Company deems may be too close of a personal relation for neutral work together.

All employees of the Company must disclose any relatives or close personal relations that may be joining the Company as employees, contractors, or consultants or that may be suppliers,

clients, or customers of the Company. If your status as a relative or close personal relationship to one of these groups changes during your employment (for example, through marriage or adoption), you agree to notify the Company as soon as is practicable.

The Company reserves all rights to deal with and manage these situations, including through reassignment or request for resignation.

**2.6 Probationary Period:** For all new hires, the following period is considered an introductory or probationary period: 2 weeks (the "Probationary Period"). During this time, Management will monitor the new employee's progress and performance. Employees are also expected to ascertain their fit with the Company during this time, including learning specific job duties and getting to know with other employees. Upon completion of the introductory period, your manager will review your performance. If the Company determines that the employee has satisfactorily performed and opts to continue employment beyond the introductory period, the employee will be given additional details, including information on improvements needed. At this time, the employee is expected to offer any ideas that could improve Company operations. Getting through the Probationary Period does not guarantee employment with the Company for any fixed period. All Company employees are considered at-will employees and the employment relationship may be terminated by the employee or the Company at any time with or without cause and with or without advance notice.

**2.7 Privacy:** *The Company takes employee privacy very seriously.*

Employee personal information (including demographics) will only be disclosed as required for business operations. All healthcare benefits information is separately stored from other human resources documents. Claims and healthcare information related to Workers' Compensation is not considered protected health-related data and information will only be released on a need-to-know basis.

The Company will not inquire into an employee's protected healthcare information, as that term is used in applicable Federal law. In the event an employee volunteer's confidential healthcare information, this information will be kept confidential. If needed, the Company will establish the protocol employees and management are to follow that will maintain compliance with the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

**2.8 Immigration Issues:** The Immigration Reform and Control Act of 1986, requires that each new employee complete the Employment Eligibility Verification Form I-9 as a condition of employment. The I-9 form must be completed by the newly hired employee on the date of hire and the employee is required to provide documentation that verifies their identity and eligibility for employment within three (3) business days of date of hire. If a previous employee is rehired, a new I-9 form must be completed if the Company does not have an I-9 form on file completed in the previous three years or if the previously completed I-9 form is unavailable or invalid. Any employee is permitted to ask questions or lodge complaints related to the Company's compliance with immigration law compliance without fear of reprimand or retaliation.

**2.9 Political Neutrality:** Under no circumstances will the Company discriminate against any employee based on their support or participation in any political activity, so long as such activity is within the bounds of the law. The Company will not take any punitive action nor discriminate against an employee based on their lawful political engagement outside of the workplace. If an employee engages in any political activity, the employee must clearly state that such activity and related statements are your own and in no way represent the views of the Company. Additionally, all Company employees are entitled to their own personal political position.

### **SECTION 3: PAYROLL PRACTICES**

**3.1 Employee & Personal:** As required by law, the Company keeps a personnel file and all payroll records for each employee. All employee files and payroll data are the sole property of the Company. Such records may not be removed without written consent. Only specific individuals may have access to these records.

The Company will cooperate with requests regarding these records from law enforcement, governmental agencies, or as otherwise legally required. Other than that, access to personnel files and payroll records will be limited and granted on a case-by-case basis.

By appointment only and with reasonable advance notice, employees may review their personnel file and/or payroll records with a Human Resources representative. All employee reviews of personnel files and/or payroll records must be reviewed at the Company's offices during operating hours and in the presence of a Human Resources representative. Only documents previously signed by the employee may be reproduced; no copies are permitted for all other documents. An employee may submit comments to address any disputed information contained in his or her personnel file.

It is Company policy to only provide employment dates and position(s) held at the Company to current and former employees. Current and former employee compensation data will only be disclosed with the written authorization of the employee.

**3.2 Payment Information:** Company employees are paid as follows:

Paydays are the 10th and the 24th of the month.

The 1st- 15th pay period, payday is on the 24<sup>th</sup> of the month.

The 16th – the last day of the month, payday is on the 10<sup>th</sup> of the month.

All employees are paid by check or direct deposit on the above mentioned pay day.

If the date of pay falls on a Saturday or Sunday or on a Company-observed holiday, all employees will receive paychecks on the business day immediately preceding the holiday and/or weekend.

**3.3 Deductions:** To comply with federal and state tax and insurance laws, several deductions are made from an employee's pay, specifically including, but not limited to, the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and any other items which may be elected by the employee or required by law (i.e., court-ordered deductions such as wage garnishments). An employee may modify their federal and state income tax withholding by updating and submitting the applicable forms. All employees will receive a Wage and Tax Statement (W-2) at the beginning of each calendar year. The W-2 serves as a statement of earned income and applicable deductions for the prior year.

**3.4 Logistic:** Employees that are not exempt must keep detailed and accurate attendance records as well as keep track of the number of hours worked. Under no circumstances is it permissible for an employee of the Company to falsify timekeeping forms.

Employees are encouraged, but not required, to use direct deposit and have their paychecks deposited into a bank account of an accredited participating bank or credit union to receive their pay via direct deposit. Direct Deposit is a more convenient way of being paid. We also can email your paycheck stub. Contact a Human Resources representative if interested in setting up or have additional questions. Employees do not have to use direct deposit, but the Company prefers all Employees do so.

**3.5 Breaks and Meals:** All rest and meal periods shall be in accordance with both federal law and the law of Kansas. Specifically, the following shall be applicable:

Full-time employees are required to take a 30-minute meal period. 15-minute Breaks are to be taken for every 4 hours of work.

**3.6 Garnishment of Wages:** A wage garnishment or attachment is a court order that requires the Company to deduct a specified amount from an employee's pay and remit the deducted funds to a third party for the purpose of debt settlement. The Company is obligated to comply with all court-ordered garnishments. Deductions to the employee's pay will continue until the amount specified is paid in full or until the Company receives notice from the court that the garnishment should cease. If the employee has satisfied the debt, the garnishment activity cannot be stopped until the Company receives an order from the court to stop the garnishment.

## **SECTION 4: EMPLOYEE PERFORMANCE**

**4.1 Performance Reviews:** Employees are subject to performance reviews annually. During these performance reviews, employees will have the opportunity to discuss any questions or concerns with their immediate supervisor and will be critiqued based on their job performance.

Positive performance reviews do not mean that the employee will receive any increase in pay.

**4.2 Pay Increases:** Employees may, from time to time, receive increases in their pay or bonuses, at the Company's sole and exclusive discretion. The Company does not guarantee any increase in pay or bonus to any employee.

**4.3 Attendance:** All employees are expected to be punctual with regular attendance. In the circumstance that an employee is unable to report to work (or will report to work after their scheduled start time) for any reason, the employee must notify his or her supervisor prior to his or her set starting time. If an employee needs to leave work for any reason prior to the end of their scheduled workday, they must notify their supervisor in advance. If an employee fails to notify his or her immediate supervisor or report for work for 2 (two) consecutive days, this absence will be considered a voluntary resignation from employment.

Employees who engage in a pattern of frequent or excessive absenteeism or tardiness may be disciplined or terminated, at the Company's sole and exclusive discretion.

**4.4 Dress Code:** What we wear to work reflects the pride we have in our Company, in what we do, and in ourselves. We provide Uniform shirts that may be worn with jeans or khakis. Pants should look neat and not torn. Shoes must be closed toed. No sandals should be worn.

**4.5 Safety:** All employees are responsible for maintaining safe workplaces and promoting workplace safety. If an employee discovers, observes, or is involved in any workplace accident, injury, hazard, the condition must be immediately reported, regardless of how minor so that any potential hazards can be corrected

## SECTION 5: STANDARDS OF CONDUCT

**5.1 Equal Employment Opportunity & Americans with Disabilities Act:** The policy of the Company is to provide Equal Employment Opportunities (EEO) in each of our Company practices and to all employees and employee applicants. Such equal employment opportunities exist for all, without regard to race, gender, gender identity, national origin, religion, creed, color, sexual orientation, age, genetic information, marital status, pregnancy, military status, ancestry, physical or mental disability, or any other category or classification protected by local, state, or federal law. This policy applies to those associated with or perceived to be within a protected class, regardless of whether the individual is within the protected class.

This policy applies to each and every aspect of employment and the employment process, specifically including, but not limited to, applications, recruiting, hiring, training, compensation, benefits, promotion, assignments, placement, working conditions, discipline, terminations, layoffs, or leaves of absence.

As an employee of the Company, you are expected to act in accordance with and to support this policy and to ensure, to the highest extent possible, a discrimination-free and harassment-free

workplace. You are also expected to make, and support the Company in making, all reasonable accommodations for others as required by law. Such accommodations include, but are not limited to, for the observance of religious holidays, as long as it does not pose any undue hardship on the Company. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in accommodation (i.e., Trade shifts) and cooperate with the Company in seeking and evaluating alternatives.

The Company also provides all reasonable accommodations to those with disabilities in compliance with the Americans with Disabilities Act (ADA). Under the ADA, employers that have 15 or more employees must provide qualified individuals with disabilities equal opportunities. The Company does not discriminate against individuals with disabilities in any portion of the employment process, including but not limited to in applications, recruiting, hiring, compensation, benefits, or promotions.

We may require medical documentation of the disability and the request accommodations needed. If you have a disability, it is your responsibility to bring it our attention so that we may help. We cannot help with issues that we are unaware of.

Any violations of this policy are taken very seriously. As an employee of the company, you are expected to bring any violations of this policy to the Company's immediate attention. If a violation of this provision is reported to a company manager, whether it is an instance of discrimination or harassment or any other violation, the Company's policy is to swiftly investigate such a report. Retaliation against those employees who may report is prohibited.

**5.2 Discipline and Standards of Conduct:** The Company may impose discipline for workplace infractions in its sole and exclusive discretion. Disciplinary action may include, but is not limited to, verbal or written warnings, paid or unpaid leave, demotion, suspension, transfer, reassignment, or termination.

The Company wishes to provide guidelines for employee behavior. Although it may be impossible or very difficult to outline standards of conduct for every possible situation, the Company has established a set of broad guidelines for employee behavior. The following list is not meant to be comprehensive, and the Company may discipline any employee for any action which may be deemed unacceptable. The following standards of conduct apply to all employees whenever they are conducting Company business both on and off Company premises. Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination.

1. Unsatisfactory job performance or lack of professionalism.
2. Abusing, threatening violence, or engaging in violence with another employee or Company staff member, that may endanger others or damage property

3. General disorderly or dangerous conduct not becoming of a workplace, such as using abusive language, practical jokes, or horseplay.
4. Fraud in any behavior.
5. Deceit.
6. Stealing or other unauthorized possession of property that belongs to the Company a coworker, or of the public.
7. Possession or control of illegal drugs, weapons, explosives or other dangerous or unauthorized materials.
8. Failure to perform assigned tasks or failure to comply with Company's health, safety, or other rules.
9. Unauthorized and/or Excessive tardiness or absences.
10. Sexual or other illegal harassment or discrimination.
11. Unauthorized use or disclosure of the Company's Confidential information.
12. Any other violation of any Company rule or policy.

**5.3 Anti-Harassment and Discrimination:** The Company is committed to a safe, respectful, lawful workplace which is free of any form of unlawful harassment or discrimination. The following is prohibited by law and against Company policy: harassment or unlawful discrimination against individuals based on sex, race, color, religion, creed, national origin, sexual orientation, age, pregnancy, identity, ancestry, disability, marital status, genetic information, or any other classification protected by applicable law.

The Company does not permit any instance of harassment or discriminatory conduct by or towards anyone. Any employee in violation of this policy will be subject to immediate and severe disciplinary action, including termination.

Specifically, unlawful harassment or discrimination is defined as conduct, whether verbal, visual, or physical, based on a legally protected class such as sex, race, age, national origin, or disability if:

1. The Conduct is made a condition of initial employment, continued employment or, for contractors, continued engagement with the company, whether the explicit or implicit.
2. Whether the employee submits to the conduct is used as a basis for decisions concerning that employee's status with the Company; or
3. The conduct is directly attributable to a hostile or adversarial workplace.

Behavior classified as harassment includes, but is not limited to, speech or behavior that may be offensive or vulgar or unwanted and unwelcome sexual advances. Examples of offensive behavior include inappropriate jokes, inappropriate visuals, and any unwelcome touching or unsolicited physical contact. In addition, unlawful harassment or discrimination may include racial slurs, epithets, and/or derogatory remarks, stereotypes, jokes, offensive visuals based on race, national origin, age, disability, marital status, or other legally protected classifications.

Behavior that violates this policy may include in-person interactions or those that occur on the Internet.

**5.4 How to Make a Complaint:** Employees who feel they have been subjected to harassment or discrimination by an employee, contract worker, customer or vendor or anyone else who does business with the Company should immediately report the conduct to their supervisor or, if the complaint is concerning their supervisor, to a superior supervisor.

The Company encourages all employees to report violations of this subsection no matter against whom. No individual member of the Company is exempt from this policy.

When a complaint has been lodged, the Company will undertake an internal investigation, which may include interviewing witnesses. Upon completion of the investigation, the Company will take any action deemed fit, including termination of the offending employee or reports to law enforcement.

If any employee reporting a complaint under this section believes the Company's response has not been adequate, that employee may involve law enforcement as they deem necessary in their sole and exclusive discretion.

**5.5 Substance Abuse:** The consumption or possession of alcohol, or sale, or purchase of illegal drugs is prohibited during the undertaking of any work for the Company, whether physically present at the Company's premises or not. The Company adheres to the following drug testing policy:

*Urine Drug Screening will be performed per client policy.*

*Pre-employment criminal background screening will be performed on each candidate.*

Any violation of this policy will result in disciplinary action, up to and including termination.

**5.6 No expectation of Privacy:** Employees should have no expectation of privacy with respect to Company property (such as computers, desks, file cabinets, lockers, etc. belonging to the Company or Company facilities) and/or items stored on or within Company property. Employees should be aware that Company inspections and searches may be conducted at any time, with or without notice, at the discretion of the Company.

Employees may also be required to submit to search of their possessions or articles brought on to the Company's premises. Persons entering the premises who refuse to cooperate in an



inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary actions, up to and including termination.

**5.7 No Smoking Policy:** TOBACCO-FREE POLICY: NO use of tobacco products including cigarettes, e-cigarettes and “spit tobacco” will be allowed within the facilities at any time. Smoking or tobacco use shall be permitted only in designated smoking areas located at least 25 feet outside the building entrance, operable windows, and ventilation systems of enclosed areas to prevent tobacco smoke from entering those areas. All materials used for smoking in designated smoking areas, including cigarette butts and matches, will be extinguished, and disposed of in appropriate containers.

EXCEPTION: THIS POLICY IS SUBJECT TO CHANGE PER CLIENT REQUEST.

**5.8 Employee Theft:** The Company has a no tolerance theft policy. If an employee is suspected of theft, either from another individual or a customer. That employee will be suspended or terminated depending on the circumstances.

## **SECTION 6: HARDWARE & INTERNET POLICIES**

**6.1 Computer, Internet, and Email Use:** A wide selection of communication methods may be used in the Company. At minimum, they include SMS/text messaging, email, media, voicemail, and instant messaging, and are on and through electronic devices such as telephones, computers, Internet, and mobile devices (cell phones, tablets, etc.). These, as well as their contents, such as physical and digital files, data, and their operating programs will be further referred to as "e-correspondence. "All forms of e-correspondence are strictly for professional use as they are the exclusive property of the Company.

The following rules apply to all e-correspondence and media that are: (1) accessed on or from Company premises (2) accessed using the Company computer or telecommunications equipment, or via Company – paid access methods: and/or (3) Used in a manner which identifies the Company. The following list is not exhaustive, and the Company may implement additional rules from time to time.

- a. Employees may not, under any circumstance, install personal software on any Company-owned computer system. Employees may not use e-correspondence for any activity such as patent, copyright, or trademark infringement, libel, slander, or unauthorized sharing of trade secrets. E-correspondence shall not be used against the Company's best interest or be activity that can be considered illegal. E-correspondence shall adhere to Company policy and shall not constitute harassment, use of obscene or discriminatory language. Any activity thereof will be subject to discipline up to and including termination.

- b. Employees must make all e-correspondence as accessible as possible within the Company. Employees do not own any e-correspondence, be it confidential or password protected. Personal passwords used on company devices are considered Company property and may be overridden at any time, if necessary. The Company may keep all passwords, codes, etc. on record. The Company maintains the rights to all information created by an employee on the property or transmitted to the premises.
- c. The Company may ensure violations of Company policy and applicable law do not occur by monitoring the employee and their activity. The Company may view all e-correspondence and digital information, including blogs and other social media, at any time. All information created or obtained by the employee may be disclosed to the Company, if necessary.
- d. Employees may not encrypt programs or install encryption software with any email communications. Employees may not use any form of anonymous correspondence. Employees shall not have access to any e-correspondence of third parties or other employees under any circumstances.
- e. All devices for receiving and recording information such as computers, telephones of any kind and fax machines or scanners may not be used for transmitting sensitive information or sharing Company secrets. These devices must be used only in accordance with the provisions of this Employee Handbook.
- f. Use of Company-funded communication services, websites and the Internet is permissible for Company-related business only. Prior approval must be requested before any information about the Company, its products, or services can appear in the electronic media to be accessed by others.

**6.2 Social Media Policy:** The Company is dedicated to enhancing its reputation and public profile through social media and, by supporting a positive environment for client feedback, building a loyal customer base to increase revenue.

The following definition will be used for social media and networking in the context of this section: mobile and web-based applications for user-generated content, communication, and social interaction. This definition may include but is not limited to the following social media platforms: blogs, online communities, discussion forums, review sites, Twitter, Facebook, LinkedIn, Snapchat, YouTube, Google+ and any other related or similar websites.

The Company and its employees will respect the perspectives and opinions of others and conduct themselves professionally in accordance with the best social networking methods at all times. Employees will listen and respond to customer feedback courteously, committing themselves to being responsible citizens and upstanding members of the community. Social media is for business use only on Company time. Damaging behavior and content considered harassing, dishonest or offensive will not be tolerated and social media for personal use on Company time is prohibited.

The Company reserves the right to any "friends," "followers," or social media contacts that are gained through e-correspondence (email addresses, social networks, blogs, etc. as mentioned in earlier sections) developed on behalf of the Company.

Employees will respect the confidentiality of the clients, suppliers, other employees, and the Company by not disclosing private information on social networks. Prior express permission from the owner must be obtained before any third-party content is published. All company copyrights, proprietary information, trademarks, and intellectual property will be respected and maintained with the utmost confidentiality.

Company-related employee social networking activity can and will be monitored. Violation of policy guidelines is subject to employee discipline, up to and including termination.

**6.3 Handheld Electronics (all mobile devices):** Personal cell phone use can be disruptive to others and limit employee productivity. As such, use outside of designated breaks and mealtimes, while at work is discouraged. Conversations should not be held where employees are working or in common areas. Mobile devices brought to work must be kept on silent or vibrate mode in the office. Personal cell phone privileges at work may be taken away if device use is found to be disruptive or productivity decreases below a satisfactory level. If the Company deems it appropriate, the employee may be subject to further disciplinary action, up to and including termination.

Employees in certain positions may be provided with cell phone allowance to improve productivity and efficiency. Full compliance with all Company policies (including workplace conduct, discrimination, and harassment policies as previously mentioned) is required when conducting Company business via any mobile device. Cell phone use in public places should be regulated for the consideration of confidential information regarding the Company or the client.

Please place cell phones on vibrate mode, silent mode or completely powered off during work meetings as a courtesy to others.

## **SECTION 7: EMPLOYEE BENEFITS & SERVICES**

**7.1 General:** The Company offers additional benefits for the following category of employees aside from those benefits required by state and federal regulations: full-time employees. The Company reserves the right to make changes such as adding or deleting benefits from a given package.

This Handbook provides general expectations of Company policies. Employees should contact the Human Resources Department or Benefits Administrator for further information regarding employee benefits and services as this Handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans.

**7.2 Group Health Insurance:** Group health insurance for eligible Full-Time employees is offered by The Company. The Company's group health insurance plan is through Humana. The Dental through Blue Cross & Blue Shield. Refer to the Company's benefits booklet for complete details and for more information on group health insurance benefits and options. This Company may implement changes to the Group Health Insurance at any time without prior notification.

**COBRA NOTICE:** Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under the Company's group health insurance plan(s) you are automatically entitled to continue your coverage if your employment with the Company ends. Under COBRA, the Company must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan because of a qualifying event an opportunity to continue their insurance coverage. A qualifying event is defined as a reduction in the number of hours of employment, termination of employment, death of a covered employee, divorce or legal separation, a dependent child ceases to be dependent, eligibility of the covered employee for Medicare, or an employer's bankruptcy.

**7.3 Group Life Insurance:** A group life insurance plan for eligible FT employees is offered by The Company, including coverage for accidental death and dismemberment. Refer to the Company's benefits handbook for more information, complete details, and benefits.

**7.4 Unemployment Insurance:** The Company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances as defined by law. This insurance is administered by applicable state agencies, who determine eligibility, for benefits, the number of benefits (if any) and duration of benefits

**7.5 Profit-Sharing Plan:** The Company does not offer a profit-sharing plan currently.

**7.6 Flexible Spending Account (FSA):** The Company does not offer a Flexible Spending Account currently.

**7.7 401(k) Plan:** The Company does not offer a 401(k) currently.

**7.8 Social Security Benefits (FICA):** Both the Company and the employee contribute funds to the Federal government to support the Social Security Program while employment, which is intended to provide individuals with retirement benefit payments and medical coverage at retirement age.

**7.9 Commuter Benefits:** The Company does not have a commuter benefits plan set up currently.

**7.10 Workers' Compensation:** Workers' Compensation laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and during employment. Each state has Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered

during employment. The Company carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages. Hospital, medical and surgical expenses are covered under Workers' Compensation, in addition to disability payments and payments made directly to the hospital or physician. Workers' Compensation benefits also include assistance to help qualified injured employees return to suitable employment.

## **SECTION 8: EMPLOYEE TIME OFF & LEAVES OF ABSENCE**

**8.1 General:** Regular attendance is vital to maintaining business operations. However, the Company understands that employees may need time off from work and the Company offers several different types of leaves of absence for a variety of reasons. Some leave types governed by law and others are discretionary. All leave requests must be approved by Company management which reserves the right to approve or deny any requests unless otherwise provisioned under law. Employees must submit a leave request for planned leaves at least 10 days in advance. In case of emergency, an employee should submit the request as soon as they become aware of the need for leave. If an employee applies for unemployment insurance benefits, accepts alternate employment, engages in other employment or consulting outside of the Company during a leave of absence, the employee may be considered to have voluntarily resigned from employment with the Company.

All leave of absence requests will be considered as they relate to the Company and its work requirements, as determined by Company management. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if a leave of absence is an appropriate accommodation based on the employee's circumstances. Recommendation for a medical leave of absence requires an employee to provide a certification from his or her healthcare provider to the Company. The leave request may be delayed or denied if the certification cannot be provided to the Company in a timely manner. An extension of leave must be approved before the expiration of the leave currently approved.

The Company will make every reasonable effort to ensure the employee is reinstated to their similar or exact position as before the leave. There is no guarantee that the employee will be reinstated to his or her prior position except as required by law.

**Medical Certification:** When leave is requested for medical reasons, the employee must submit a medical certification from the health care provider that establishes the employee is eligible for family and medical leave. The certification must be provided as soon as is reasonably practical, and not later than the date leave commences or within 15 days of the Company's request, whichever is later. When the leave is requested due to the employee's own serious health condition, the certification must include: (1) the date the serious health condition began, (2) the

estimated duration of the serious health condition, and (3) a statement that, due to the serious health condition, the employee is unable to work and/or needs medical treatment.

When leave is requested to care for a family member who is ill or injured, the certification must contain: (1) verification the family member has a serious health condition or serious injury or illness, as defined above, and the date such condition began, (2) the estimated duration of the condition, (3) an estimate of the amount of time the health care provider believes the employee will be needed to care for the family member or covered service member, and (4) a statement that the condition warrants the participation of the employee to provide care. The Company reserves the right to contact the health care provider to seek clarification of information in the certification, as needed, and may require recertification, as appropriate.

At the conclusion of a leave due to an employee's serious health condition and prior to an employee's return to work, the employee must provide a certification from his or her healthcare provider regarding the employee's fitness for duty and eligibility to return to work. The employee must provide the required medical certification to the Company in a timely manner to avoid a delay or denial of leave.

Upon returning from such a leave the employee will normally be reinstated to his or her original or an equivalent position and will receive pay and benefits equivalent to those the employee received prior to the leave, as required by law. If the employee does not return to work on the first workday following the expiration of an approved family and medical leave, the employee will be determined to have resigned from his or her employment. In certain circumstances, "key" employees may not be eligible for reinstatement following a family and medical leave. The Company will provide written notice to any "key" employee who is not eligible for reinstatement.

**8.2 Vacation:** All eligible Full-Time employees (40 hours per week) are entitled to one week of paid vacation after one year of employment.

**8.3 Holidays Observed:** The Company observes the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

All eligible employees will receive paid holidays from the Company. Eligible employees must work the day before and the day after a holiday to be paid for that holiday.

**8.4 Family and Medical Leave:** Under the Federal Family Medical Leave Act (FMLA), eligible employees may apply for family and medical leave in the circumstances described below. An employee must have been employed by the Company for at least 12 months (not necessarily consecutive), have worked at least 1,250 hours during the 12 months immediately prior to family and medical leave of absence, and are employed in a workplace where there are 50 or more Employees of the Company within 75 miles to be considered eligible.

A planned family and medical leave must be applied for at least 30 days prior to the start of the leave. If the need for the leave is not foreseeable, employees must apply for leave as soon as he or she is aware of the need for leave. A delay in the start of the leave may be the result of non-compliance with these requirements.

Family and medical leave may be taken for the following reasons:

- a. Employee's illness: the employee's severe health status.
- b. Childcare: the birth of an employee's child or the placement of a child with the employee for foster care or adoption, provided that the leave is completed within 2 months of the child's birth or placement;
- c. Immediate Family Illness: the care of the employee's spouse or registered domestic partner, child, or parent with a serious health condition.
- d. Immediate Family Emergency: due to any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on active duty or has been notified of an impending call or order to active duty, in the Armed Forces in support of a contingency operation; or
- e. Immediate Family Injury: to care for a covered service member (who is the employee's spouse, child, parent or next of kin) with a serious illness or injury.

\*A serious health condition is defined as one that requires inpatient hospital care or care in another medical facility or continuing treatment or supervision by a healthcare provider.

\*A covered service member is defined as a member of the Armed Forces (including National Guard or Reserves) who is the employee's spouse, child, parent or next of kin, and is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty.

\*A serious illness or injury as it relates to service members is an injury or illness incurred in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

Family and medical leave may be taken for up to 12 workweeks during the designated 12-month period for the purposes described in (a) through (d), above. The 12-month period will be calculated based on a calendar year. Leave for the purpose described in (e), above (to care for a

covered service member), may be taken for up to twenty-six (26) workweeks in a single 12-month period. During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 workweeks of leave for the reasons specified in paragraphs (a) through (d) and (e) above. In other words, any family and medical leave taken for reasons specified in paragraphs (a) through (d) above (up to 12 weeks), will be counted towards the total 26-week entitlement permitted for leave to care for a covered family member with a serious illness or injury during the single 12-month period.

During a family and medical leave, group benefits will be maintained for up to 12 workweeks (or up to 26 weeks when leave is for the purpose of caring for a covered service member), as if the employee was continuously employed.

If you and your spouse both work for our Company, both employees will be entitled to an aggregate total of 12 weeks of leave to care for a newborn, newly adopted child, or recently placed foster child, and to care for a parent with a serious health condition. If you both qualify for the 26-week leave permitted to care for a covered service member, you will be entitled to a combined total of 26 weeks of leave for this purpose, as well as to care for a newborn, newly adopted child, or recently placed foster child, or to care for a parent with a serious health condition.

All time off qualified as family and medical leave will be counted against the employees federal and, if applicable, state family and medical leave entitlement to the fullest extent permitted by law.

**8.5 Pregnancy-Disability Leave:** Employees who are considered disabled due to pregnancy, childbirth, or a related medical condition may request a paid leave of absence. Such leave will be granted for the period of disability, not to exceed four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and childbirth recovery.

Leave provided for pregnancy disability is treated separately from other leave types required by the state family and medical leave law. Pursuant to the federal Family and Medical Leave Act (FMLA) for all eligible employees, the first 12 workweeks of a pregnancy disability leave will be treated concurrently as a leave.

Employees who wish to take a pregnancy disability leave must notify the Benefits Administrator of the effective leave date and the estimated duration of the leave. Notice should be given as previously indicated. The employee must also provide a medical certification of disability to the Company. A delay or denial of leave may result in failure to provide the required medical certification to the Company in a timely manner. The employee is required to provide a medical certification that they can resume their specific job duties prior to returning to work. Appropriate certification and leave forms may be obtained from the Benefits Administrator.



Employees who return to work immediately following the expiration of an approved pregnancy disability leave will be re-employed in their former position or a comparable job, as required by law.

Under certain conditions, employees who are experiencing or affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties. Under the advice of the employee's healthcare provider, reasonable accommodations may be requested to assist employees in performing their job duties. Lactation accommodation is also available, upon request. Please contact the Benefits Administrator for more information on pregnancy disability leave or transfer and its effect on the terms, conditions, or benefits of employment.

State Leave: State-specific leave laws may be applicable.

**8.6 Workers' Compensation Leave:** Any employee who is unable to work due to a work-related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave as required by law. The first 12 weeks of Workers' Compensation leave will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA") for employees eligible for FMLA leave.

**8.7 Military Leave:** Military leave is available to eligible employees who enter the Uniformed Services of the United States, including the National Guard and the Commissioned Corps of the Public Health Service, or the state military forces, or the reserve components of the same, to participate in active or inactive duty or training. Time off is also permitted for an examination to determine an individual's fitness for duty in any of the federal armed forces. Such leave will be granted in accordance with the Kansas statutes and federal laws, provided all legal requirements are satisfied and the employee returns to work or applies for re-employment within the time prescribed by law. The employee must provide advance notice of the need for leave whenever possible and give their immediate supervisor as much notice as possible to allow the Company to arrange adequate coverage for his or her position.

Employees on federal military leave may be entitled to continue health insurance benefits, at the employee's expense, for up to 24 months from the date of military deployment.

**8.8 Military Family Leave:** During a military conflict, employees with a spouse or registered domestic partner serving in the United States Armed Forces, National Guard or Reserves, may take up to 10 days of unpaid leave when their spouse or domestic partner is on a leave from deployment. The employee must work an average of at least 20 hours per week and have a spouse or domestic partner who is either (1) a member of the United States Armed Forces deployed during a military conflict to a designated combat theatre or combat zone; or (2) a member of the National Guard who has been deployed during a period of military conflict; or (3) a member of the Military Reserves who has been deployed during a period of military conflict to be eligible for this leave. Within 2 days of receiving official notice that the spouse or domestic partner will be on a qualified leave, eligible employees are required to notify the Company of their intention to take such leave and provide certifying documentation that the spouse or domestic partner will be on leave from deployment during the time the leave is requested.

**8.9 Bereavement Leave:** In the event of a death in the immediate family, employees may have up to two (2) days' time off with pay, at their regular straight time rate or base salary, to handle family affairs and attend the funeral. Immediate family is defined as an employee's: father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, father-in-law, grandparents, and grandchildren.

**8.10 Jury Duty:** U.S. citizens have a civic obligation to provide jury duty service when summoned. The employee must bring in the jury duty notice as soon as it is received so that appropriate arrangements can be made to cover his or her duties. Employees are required to notify the Company or report for work on those days or parts of days when their presence in court is not required.

## SECTION 9: COVID – 19 GUIDELINES

**9.1 Reduced isolation and quarantine periods:** At the end of 2021, the CDC reduced the length of time a person needs to be isolate upon testing positive for or exhibiting symptoms of COVID-19 to 5 full days, down from 10. If a person is fever-free without the use of fever-reducing medication and their symptoms have improved, they may leave isolation after 5 days but must properly wear a well-fitted mask for a total of 10 days

**9.2 Unvaccinated or partially vaccinated quarantine periods:** Unvaccinated or partially vaccinated people who have close-contact exposure with someone with COVID-19 Must now quarantine for 5 full days from last exposure at which time they must test for COVID-19. If they are not exhibiting symptoms and test negative, they can leave quarantine after 5 days but must wear a well-fitted mask for at least 5 additional days. If they exhibit symptoms at any time, they must start isolations protocols.

**9.3 Fully Vaccinated, boosted and COVID-19 exposed period:** People who are fully vaccinated and if eligible, boosted as well as those who have had COVID-19 in the past 90 days does not need to quarantine but should monitor themselves for symptoms for at least 10 days and get tested after 5 days. For both isolation and quarantine situations, the count begins the first full day after the day of exposure or after they begin to feel symptoms.

### **9.4 Employee Actions to take place:**

All employees required to stay home if they exhibit symptoms of COVID -19 until they can test

Follow any guidance from an employee's healthcare provider or the health department but, to protect the health of your other employees, do not let an impacted person return to work before the applicable period.

Please note that some state and local health departments are still requiring the longer isolation or quarantine periods so you will need to check with each.

**9.5 Government Action:** To reduce the spread of COVID-19 The Kansas Department of Health and Environment (KDHE), in partnership with The Rockefeller Foundation’s public charity, RF Catalytic Capital, and Project Access to Covid Tests (Project ACT), is now offering free at-home COVID-19 tests to households in all Kansas communities. All Kansas households can now visit [AccessCovidTests.org](https://AccessCovidTests.org) and enter their zip code to place an order of 5 at-home COVID-19 test kits. Amazon will deliver the test kits directly to your house.

Frequent testing is especially important for those with more exposure outside the home, such as kids in school or people who spend time in a group setting. By visiting [AccessCovidTests.org](https://AccessCovidTests.org), Kansans will be able enter their zip code to order free, rapid, at-home COVID-19 test kits.

Kansans who need more support in ordering may call 866-534-3463 (866-KDHEINF).

This opportunity is currently limited to one order per household. If you need additional testing, please visit [KnowBeforeYouGoKS.com](https://KnowBeforeYouGoKS.com) to find a free testing site in your community.

- Employees are encouraged to purchase or sign up for at-home test, so they are prepared to test if needed
- Employees are required to wear a high-quality, well-fitted mask while at work and in proximity of others. If needed, have employees obtain a free mask from an available provider.

**Acknowledgment of Receipt of Employee Handbook and At-Will Employment Agreement**

I acknowledge that I have received a copy of the MC Janitorial LLC Employee Handbook dated October 2022. I understand that this employee handbook replaces any and all prior verbal and written communications regarding MC Janitorial LLC working conditions, policies, procedures, appeal processes, and benefits.

I have read and understood the contents of this handbook and will act in accordance with these policies and procedure as a condition of my employment with MC Janitorial LLC.

I have read and understood the Standards of Conduct expected by MC Janitorial LLC and I agree to at in accord with the Standard of Conduct as a condition of my employment by MC Janitorial LLC.

I understand that if I have questions or concerns at any time about the handbook or the Standards of Conduct, I will consult my immediate supervisor’s manager, the Human Resources staff, or the President for clarification.

I also acknowledge that that handbook contains an employment-at-will provision that states:

- Either MC Janitorial LLC or I can terminate my employment relationship at any time, with or without cause, and with or without notice;
- That this employment-at-will relationship is in effect regardless of any other written statements or policies contained in the handbook, in any other MC Janitorial LLC documents, or in any verbal statements to the contrary; and
- That no one except the President can enter into any differing employment relationship, contract, or agreement. To be enforceable, any such out-of-the-ordinary relationship. Contract or agreement must be in writing, signed by the President and in the employee file.

Finally, I understand that the contents of this employee handbook are simply policies and guidelines, not a contract or implied contract with employees. The contents of the employee handbook may change at any time.

Please read this handbook and these employee Standards of Conduct carefully to understand these conditions of employment before you sign this document.

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

Employee Name (Please Print): \_\_\_\_\_

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