



## **Handbook Addendum for**

**MISSOURI**

**2024**

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# **GENERAL INFORMATION**

## **About This Missouri Addendum**

Doherty Staffing Solutions, Inc (“The Company”) is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, Missouri employees will receive the Company’s Assignment Handbook and the Missouri Addendum to the Assignment Handbook (together, the “Employee Handbook”).

The Missouri Addendum, however, applies only to Missouri employees. It is intended as a resource containing specific provisions derived under Missouri law that apply to the employee’s employment. It should be read together with the Assignment Handbook and, to the extent that the policies in the Missouri Addendum are different from, or more generous than those in the Assignment Handbook, the policies in the Missouri Addendum will apply.

The Missouri Addendum is not intended to create a contract of continued employment or alter the at-will employment relationship. Only the President/Owner of Doherty Staffing Solutions, Inc. or that person’s authorized representative has the authority to enter into an agreement that alters the at-will employment relationship and any such agreement must be in writing signed by the President/Owner of Doherty Staffing Solutions, Inc. or an authorized representative.

If employees have any questions about these policies, they should contact their Doherty Staffing Solutions, Inc. representative.

## **COMMITMENT TO DIVERSITY**

### **Equal Employment Opportunity**

As set forth in the Employee Handbook, Doherty Staffing Solutions, Inc. is committed to equal employment opportunity and to compliance with federal antidiscrimination laws. We also comply with Missouri law, which prohibits discrimination and harassment against any employees or applicants for employment based on race, color, religion, national origin, ancestry, age (40-69), disability, sex (including pregnancy, childbirth and related disabilities), HIV/AIDS status, genetic information, civil air patrol membership, and military status.

The Company also does not discriminate on the basis of lawful use of tobacco or alcohol off company premises during non-work hours, so long as the use of alcohol or tobacco does not interfere with the duties and performance of the employee, co-workers or overall operations.

The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law.

# **TIME OFF AND LEAVES OF ABSENCE**

## **Military Leave**

In addition to the military leave rights set forth in the Employee Handbook, employees who are members of the state military forces of Missouri, the National Guard of Missouri or any other state, and members of any reserve component of the Armed Forces of the United States and are ordered to active duty are entitled reemployment under the same conditions as provided by the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Leave under this policy will be without pay, except that exempt employees will not incur any reduction in pay for a partial week's absence due to military leave.

## **Jury Duty Leave**

The Company encourages all employees to fulfill their civic responsibilities and to respond to jury service summons or subpoenas, attend court for prospective jury service or serve as a juror. Under no circumstances will employees be terminated, threatened, coerced, or penalized because they request or take leave in accordance with this policy.

Employees must provide their Doherty Staffing Solutions, Inc. representative with notice of any jury summons or subpoena within a reasonable amount of time after receipt and before their appearance is required. Verification from the court clerk of having served may also be required.

Time spent engaged in attending court for prospective jury service or for serving as a juror is not compensable except that exempt employees will not incur any reduction in pay for a partial week's absence due to jury duty. Employees who are absent from work while participating in the jury selection process or while serving as a juror will not be asked or required to use any annual, vacation or sick leave during the absence,

## **Crime Victim Leave**

Eligible employees may take time off from work to comply with a subpoena to testify in a criminal proceeding, attend a criminal proceeding or participate in the preparation of a criminal proceeding relating to a crime.

Employees are eligible for time off under this policy if they are: (1) the victim of the crime or juvenile delinquent act at issue in the proceeding; (2) a member of the victim's immediate family (i.e., the victim's spouse, child, sibling, parent, grandparent or legal guardian); (3) the victim's next of kin or guardian when the victim is deceased or disabled; (4) the family member of a minor, incompetent or a homicide victim; or (5) a witness to a crime who is summoned to testify for the prosecution.

Time off under this policy will not be compensated except that exempt employees will not incur any reduction in pay for a partial week's absence for leave to appear as a witness

and will otherwise be paid in compliance with applicable law. In addition, employees will not be required to use any vacation time, personal time or sick leave during the absence.

## **Domestic or Sexual Violence Victim Leave and Accommodations**

Employees who are victims of domestic or sexual violence, or have a family or household member who is a victim of domestic or sexual violence and whose interests are not adverse to the employee as it relates to the domestic or sexual violence, may take up to:

Employers with 20-49 employees: one workweek of leave during any 12-month period to address domestic or sexual violence.

Employers with 50+ employees: two workweeks of leave during any 12-month period to address domestic or sexual violence.

A “workweek” is the employee’s standard workweek. The total number of workweeks to which an employee is entitled will not decrease during the relevant 12-month period. Leave may be taken consecutively, intermittently or on a reduced work schedule.

Leave will be unpaid, except that exempt employees will receive pay when required by applicable law.

Employees may use leave for any of the following reasons:

- Seeking medical attention for or recovering from physical or psychological injuries caused by domestic or sexual violence to the employee or the employee’s family or household member;
- Obtaining services from a victim services organization for the employee or the employee’s family or household member;
- Obtaining psychological or other counseling for the employee or the employee’s family or household member;
- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee’s family or household member from future domestic or sexual violence or to ensure economic security; or
- Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee’s family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

A “family or household member” means:

- A spouse;

- A parent (meaning the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter, as defined below);
- A son or daughter (meaning a biological, adopted or foster child, step-child, legal ward, or child of a person standing in loco parentis who is under 18 years of age or who is 18 or older and incapable of self-care because of a mental or physical disability);
- Other person related by blood or by present or prior marriage;
- Other person who shares a relationship through a son or daughter; or
- Individuals residing jointly in the same household.

For Employers with 50+ employees: If the reason for using leave is also a qualifying reason under the federal Family and Medical Leave Act (FMLA) and the employee is in fact eligible for FMLA leave, then the Company will also deduct the leave from the employee's available FMLA leave.

Employees must provide at least 48 hours' advance notice of their intention to take leave, unless providing such notice is not practicable. Employees who take leave under this policy are required to provide the Company, upon request and within a reasonable period of time, with certification that the employee or the employee's family or household member is a victim of domestic or sexual violence and that the leave is for one of the reasons stated above. An employee can satisfy this certification requirement by providing their sworn statement, along with any of the following: documentation from an employee, agent or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member sought assistance in addressing domestic or sexual violence and its effects; a police or court record; or other corroborating evidence.

If an unscheduled absence occurs, the Company will not take action against an employee if the employee, upon request and within a reasonable period of time, provides certification to the Company in the form of the above.

The Company will keep such documentation, including the employee's statement, and the fact that the employee has requested or obtained leave to address domestic or sexual violence, in the strictest confidence. The Company will not disclose such information unless the employee requests or consents to disclosure in writing or disclosure is otherwise required by applicable federal or state law.

During the leave, the Company will maintain any health insurance coverage being provided in the same manner as if the employee had not taken leave. Health benefits will be maintained through the leave period to the extent and under the same terms as they are maintained when the employee is not on a leave of absence.

Upon return from leave under this policy, an employee will be reinstated to the position held prior to taking leave or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

### ***Reasonable Safety Accommodations***

In addition to leave, the Company will provide reasonable safety accommodations in a timely manner to qualified individuals for known limitations resulting from circumstances related to being the victim of or having a family or household member who is a victim of domestic or sexual violence, so long as the accommodation does not impose an undue hardship on Company operations. A “qualified individual” is an employee or applicant who, but for being a victim of domestic or sexual abuse or having a family member who is a victim of domestic or sexual abuse, can perform the essential functions of the job they hold or for which they are applying.

A reasonable safety accommodation is an adjustment to a job structure, workplace facility, or work requirement, including:

- Transfer;
- Reassignment;
- Modified schedule;
- Leave;
- A changed telephone number or seating assignment;
- Installation of a lock;
- Implementation of a safety procedure; or
- Assistance in documenting domestic violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic violence.

In determining whether a safety accommodation is reasonable, the Company will consider any exigent circumstances or danger facing the employee or their family or household member.

Upon request, employees requesting a reasonable safety accommodation must provide a written statement signed by the employee or an individual acting on the employee’s behalf, certifying that the reasonable safety accommodation is for an authorized purpose.

The Company will not retaliate or tolerate retaliation against an employee because the employee requests or uses leave or an accommodation in accordance with this policy.

## **Time Off to Vote**

The Company encourages all employees to fulfill their civic responsibilities and to vote in public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Employees who have less than three hours outside of working hours to vote while the polls are open may take up to three hours off from work, without loss of pay, to vote. Any additional time off will be without pay for nonexempt employees.

Employees will not be penalized, terminated or docked pay for leaving work to vote as long as they request time off prior to Election Day. Proof of having voted may be required.

Any request for time off to vote should be made as soon as possible and no later than the day before the election. The Company may specify the hours during which the employee may be absent.

## **Emergency Responder Leave**

Employees who serve with any fire department or fire protection district, including any municipal, volunteer, rural or subscription fire department or organization, or any volunteer fire protection association, as a volunteer firefighter, or the Missouri-1 Disaster Medical Assistance Team, Missouri Task Force One or Urban Search and Rescue Team, or is activated to a National Disaster Response by the Federal Emergency Management Agency (FEMA), may take time off to respond to an emergency.

Time off under this policy will be without pay, except that exempt employees will be compensated as required by applicable law. Employees must make a reasonable effort to notify their Doherty Staffing Solutions, Inc. representative that they may be absent from, or late to work in order to respond to an emergency.

In addition, employees must provide the Company with a written statement from the supervisor or acting supervisor of the volunteer fire department or the commander of Missouri-1 Disaster Medical Assistance Team, or the FEMA supervisor, stating that the employee responded to an emergency and stating the time and date of the emergency.

## **Civil Air Patrol Leave**

Any employee who has qualified for a civil air patrol emergency service specialty or who is certified to fly counter narcotics missions will be granted a leave of absence to perform civil air patrol emergency service duty or counter narcotics missions. Such leave may not exceed 15 working days in any calendar year. The Company reserves the right to request that an employee be exempted from responding to a specific mission.

Any employee seeking leave under this policy must notify their Doherty Staffing Solutions, Inc. representative as far in advance of the leave requested as possible. This leave does not count as a loss of any regular leave or of any other rights and benefits the employee



is entitled to and is separate and independent of time spent responding to a state or nationally declared emergency within the state of Missouri.

Any employee receiving leave to perform civil air patrol emergency service duty or fly counter narcotics missions will not receive pay during this leave, except that exempt employees will be compensated in accordance with applicable law.

## **WORKPLACE SAFETY AND SECURITY**

### **Smoke-Free Workplace**

The Company prohibits smoking in the workplace. Employees wishing to smoke must do so outside company facilities or in designated smoking areas during scheduled work breaks.

Employees who observe other individuals smoking in the workplace in violation of this policy have a right to object and should report the violation to their supervisor or their Doherty Staffing Solutions, Inc. representative. Employees will not be disciplined or retaliated against for reporting smoking that violates Missouri law or this policy.

Employees who violate this policy will be subject to disciplinary action up to and including termination of employment.

### **Weapons in the Workplace**

In the interest of maintaining a workplace that is safe and free of violence, and in accordance with the policy set forth in the Employee Handbook, the Company generally prohibits the presence or use of firearms and other weapons on the Company's property and in Company vehicles, regardless of whether or not the person is licensed to carry the weapon. In compliance with Missouri law, the Company permits employees who lawfully possess firearms to store or transport their firearms inside their locked, privately-owned vehicles in the Company's parking lots. Such lawfully possessed firearms may not be removed from the employees' personal vehicle or displayed to others while the vehicle is on Company premises.

### **Cell Phone Use / Texting While Driving**

As is set forth in the Employee Handbook, the Company prohibits employees from using cellular phones for business reasons while driving or for any reason while driving for work-related purposes or driving a company-owned vehicle. Employees should also be aware that, in addition to being a violation of Company policy, it is a violation of Missouri law to do any of the following while driving: physically hold or support an electronic communication device; make any communication (including a phone call or text-based communication) except when using a voice-operated or hands-free feature; engage in any form of electronic data retrieval or communication; watch a video or movie; manually enter letters, numbers or symbols into a website, search engine or app; record, post, send or broadcast video.

