

AZIMUTH LLC. TEMPORARY EMPLOYMENT HANDBOOK



This handbook is a general source of information summarizing Azimuth LLC.'s ("AZI" and/or "company") rules of operation, procedures, policies both as a temporary employee with AZI in the candidate pool, and while on assignments. Nothing in this handbook should be construed as a promise or a contract of employment. Additionally, all our employees are hired on an "at will" basis which means that you can end our relationship at any time and for any reason and the company has this same right to end your employment for any lawful reason.

It is our sincere goal that the relationships between AZI, its employees and its clients are positive, professional and beneficial for all concerned. Therefore, we have designed this general policy to be followed to ensure our mutual success and wellbeing. Since our business is constantly evolving, we expressly reserve the right to change any of our policies, including those covered here, at any time.

TABLE OF CONTENTS

AZI STAFFING INC.	FRONT COVER
AZI STAFFING LOCATIONS	II
THE AZI STAFFING/CLIENT PARTNERSHIP	3-4
CELL PHONE, VIDEO & RECORDING POLICY	4
AZI'S RELATIONSHIP WITH YOU	5
HOW WE PLACE CANDIDATES ON ASSIGNMENT	5-6
REASONABLE ACCOMMODATION	6
CLIENT SPECIFIC BENEFITS.....	6-7
PATIENT PROTECTION AND AFFORDABLE CARE ACT	7
PAY POLICIES.....	7-8
TIME SHEET DISCREPANCIES	8
CHECK IN/CHECK OUT	9
OVERTIME PAY	9
BREAKS	9-10
MAILING OF W2.....	10
ABSENTEEISM & TARDINESS.....	10
SAFETY/ON-THE-JOB INJURIES	11-13
DRUG, ALCOHOL AND SMOKE FREE.....	13-14
NO SOLICITATION/DISTRIBUTION	15
CONCLUDING THE ASSIGNMENT.....	15
UNEMPLOYMENT	15
FMLA LEAVES OF ABSENCE	15-16
OTHER LEAVES OF ABSENCE.....	16
MISCELLANEOUS LEAVES OF ABSENCE.....	16
RULES, INFRACTIONS, AND CAUSE(S)FOR TERMINATIONS	17-18
DRESS CODE.....	18
EQUAL OPPORTUNITY AND SEXUAL HARASSMENT POLICY.....	18-29
EEO COMPLAINT FORM.....	30-31
PREGNANCY AND YOUR RIGHTS IN THE WORKPLACE.....	32
EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FMLA.....	33
EMPLOYEE'S COPY OF EMPLOYEE ACKNOWLEDGMENT AND RECEIPT.....	34

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THE AZI STAFFING/CLIENT PARTNERSHIP

- There may exist opportunities for direct placement at AZI's client companies after a specified period. Direct placement is not guaranteed and should not be expected based on your temporary employment with us. Direct placement is based on the client's determinations, not AZI.
- We do not have the ability to make any changes in your rate of pay after an assignment begins without the consent of the client. The client determined the pay rate. The clients cannot make changes to your pay rate or promises that are binding on AZI during your temporary assignment without the consent of AZI. All material changes that impact you will need to be included in the new send-out sheet and/or job offer.
- Before accepting any assignment and at all times during an assignment, please let us know if you have any pre-existing illnesses or injuries which may require a reasonable accommodation such that you can perform the essential functions of the assignment without risk of injury. All requests will be reviewed in accordance with the Americans with Disability Act.
- Before accepting an assignment be sure that you will be able to complete it in accordance with the client expectations as spelled out in the job description and/or send-out sheet.
- It is your responsibility to obtain your own reliable method of transportation to ensure that you can arrive to and from work as scheduled.
- As part of the requirements for a client assignment you may be required to pass a client specific pre-assignment drug test and/or submit to a client specific criminal background check. Some positions may require an initial interview with the client, math test, tape measure readings, blueprint reading, forklift certification or other requirements specific to the client's request and essential functions of a position. If you are not eligible for a certain assignment, do not worry! You can apply for other assignments without penalty.
- If a temporary employee's pre-assignment drug test cannot be read for whatever reason (i.e. not a warm enough sample), that temporary employee will be sent to a clinic for further drug testing; the drug testing at the clinic must be completed within two hours. Failure to complete the drug test will result in ineligibility to work for AZI for one year. The transportation to and from the clinic is the temporary employee's responsibility.
- Drug tests will be required for reasonable suspicion inquiries.

- We do not make employment decisions based on records of arrest or convictions which have been expunged or sealed. Additionally, a conviction of a crime will not necessarily disqualify you from employment; these issues are addressed case by case and determined in accordance with lawful client specific requirements, the EEOC guidelines, and all applicable laws. AZI believes in giving ex-offenders a chance.
- Reliability is an essential requirement for being an AZI temporary employee. Be on time, avoid leaving early, avoid taking unscheduled days off, and avoid taking extended breaks. Don't worry, if you have a need for more breaks (i.e. pregnancy, diabetes etc.) let us know asap so we can work together.
- Always allow yourself extra time on the way to your assignment for unforeseen obstacles such as weather, traffic or getting lost.
- Observe the policies of the company where you are assigned. If you are not sure what they are, ask. You must follow all rules and regulations of our clients including but not limited to: job duties; where to park; dress code, safety, smoking, breaks and areas for consumption of food and beverages. Violations of those rules are enforced by AZI and can result in termination depending on the circumstances involved.
- Be businesslike and professional in all dealings with AZI, our clients, co-workers, and the employees and visitors of our client.
- At AZI we are thankful you chose us to work for. But, please understand that as a temporary employee you have the right to work for any staffing agency you want at any time (provided you meet the lawful hiring criteria). AZI never has and never will restrict the right of any temporary employee to work anywhere. Never let anyone tell you or imply that you cannot work for a staffing agency because you worked for a competitor staffing agency. Also, never let anyone ask you to sign a "non-compete" agreement as a temporary worker.

CELL PHONE, VIDEO & RECORDING POLICY

- Safety must come before all other concerns. Reasonable caution should be used when using a device at a worksite. In many instances, cell phones can be a cause of distraction and adversely impact production and/or quality of work. Employees should refrain from using a cell phone or other handheld electronic devices unless for personal emergencies or for work related concerns. Our clients may have their own policies regarding cell phone use; all policies should be in accordance with the National Labor Relations Board ("NLRB"). If you are unsure about a personal electronic device policy – please ask us.

AZI'S RELATIONSHIP WITH YOU

- We cannot stress enough the importance of good communication between you and AZI.
- For us to serve you better, keep in touch (if you are not presently being assigned any work, you are required to report in at least weekly). If you fail to do so, we will assume you are no longer interested in being considered for temporary assignments with us.
- If you change your address, telephone number or name, we need to be notified so that your paycheck, W-2 and other tax forms can be properly updated.
- If you are going to be late or have an emergency that prevents you from reporting or completing an assignment, always call your AZI office.
- Excessive, chronic or inappropriate tardiness or absenteeism and/or NO CALL/NO SHOW (on even one occasion) may result in the end of your assignment and potentially termination (with no rehire rights) from your employment with AZI, unless contrary to the NLRB, ADA, FMLA, VESSA and/or the EEOC.
- If the work you are doing is different from what is listed on your send out sheet and/or job description, it is important that you contact the AZI office you were assigned from without delay. These issues are handled directly by AZI.
- There is no fixed duration to your assignment. Either party may lawfully terminate the At-Will assignment at any time. We ask that you give AZI and our client as much notice as possible prior to the end of any assignment.
- When on assignment, all equipment is for work related use only. Not using equipment properly can cause an accident and may be grounds for termination from AZI.
- If you are asked to perform any unsafe function and/or work in an unsafe environment, you are expected to report the situation to AZI immediately (no later than the end of your shift). Under no circumstances are you permitted to shovel at work, or drive a car, motorcycle, moped, van, suv, truck or bus as part of your work duties.

HOW WE PLACE CANDIDATES ON ASSIGNMENT

The following factors are generally considered when we place a candidate on assignment. This list is not all-inclusive, and you should not rely on this list as a promise for any specific assignment:

- Ability means the present ability to perform the entire essential job functions listed on the job description (either with or without a

reasonable accommodation if disabled or medically required);

- Able to meet all pre-employment requirements;
- Availability for shift and duration of assignment;
- Priority given, if placed previously at client (no guarantee);
- Having a track record as a reliable temporary employee is helpful for placement. But if you are new to the temporary staffing industry, we will help you achieve success. But your work ethic is in your hands;
- The ability to be professional to all in the workplace and not engage in any form of harassment, discrimination, retaliation or hostile conduct.
- Order in which completed application was received will govern when we have multiple candidates who apply for the same temporary assignment.

REASONABLE ACCOMMODATIONS

AZI is Americans with Disability (“ADA”) compliant. AZI provides reasonable accommodations to our candidates, applicants and employees who are disabled or otherwise requested by a physician to receive a reasonable accommodation unless it causes an undue hardship to AZI or the client where your assignment is. If you are disabled, under medical care, pregnant or otherwise in need of a reasonable accommodation to perform the essential functions of your assignment accommodation (or any aspect of employment opportunities with AZI), we urge you to notify management so we can schedule an interactive discussion to review accommodation needs. These issues will be treated in a confidential manner (to the extent appropriate). We will not tolerate any discrimination or retaliation against a disabled individual who seeks an accommodation. We have a reasonable accommodation policy. Please ask your staffing office and/or HR for the copy of the policy or an explanation of it.

CLIENT SPECIFIC BENEFITS

- Retention Bonus-after 1800 consecutive hours worked within a rolling 12-month calendar year based on your anniversary date of the 1st date of assignment (no break in service longer than 30 calendar days; hours not transferable from one assignment to another);
- Holiday Bonus-after 1000 consecutive hours worked (no break in service longer than 30 calendar days). Eligible Holiday Bonus days: New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day. In order to qualify for this benefit, you must work the scheduled day before and after the holiday. This may mean that your holiday may not be paid out until the week after the holiday and your work schedule is confirmed;

- You should assume you are NOT eligible for these client specific benefits UNLESS notified otherwise in writing at the time of your assignment.

PATIENT PROTECTION AND AFFORDABLE CARE ACT

- In accordance with the Patient Protection and Affordable Care Act, AZI will offer you (and your spouse, eligible domestic partner, dependents and/or family) a comprehensive health insurance plan. To become eligible for this plan, you need to have worked for AZI for one year and 1560 hours within that one year. If you elect to accept the insurance through AZI, a portion of your cost of the premium will be deducted from your weekly earnings. The exact amount of this deduction will be provided to you upon your eligibility date for affordable health insurance. This policy and plan may change in accordance with applicable regulations and/ or business necessity but shall always be lawfully compliant. It is your duty to determine if you are eligible for Medicaid, Medicare or County Care.

PAY POLICIES

- Our normal payroll period begins on Sunday at 12:00 am of each week and ends on Saturday at 11:59 pm. Different periods will be indicated on your employment notice form and your hours of work will vary based on the assignment involved. Employees are paid on a weekly basis for hours worked the previous week.
- There are many ways time is reported. Each assignment differs, so make sure you are clear on the procedure for each assignment.
- If your assignment requires use of your biometric information, you will be provided the necessary Biometric Information Privacy Act ("BIPA") policies and consents.
- It may be your responsibility to complete and sign your timecard, obtain approval, and the approval signature of your supervisor, then properly submit a copy of the timecard to AZI.
- If you are required to submit a timecard weekly in order to be paid you must submit it no later than 2 pm on the Monday following the week you worked. If the timecard is turned in late (because of your actions or inactions) you will not be paid until the second Friday after your work week, unless contrary to state law.
- It may be your responsibility to ensure the correct number of hours worked appears on your timecard. If you discover an error that you believe is on AZI's end, please be sure to promptly report it to the AZI office that assigned you.

- Falsifying your timecard or the timecard of another's will result in termination from AZI.
- Attempting to deposit/cash the same weekly paycheck twice (or more) will result in immediate termination and possible criminal charges. If you are not sure if you cashed your check, then contact AZI's payroll department at 630/787-6154, and they will let you know.
- It is the responsibility of the client to sign and submit a copy of the timecard to the AZI office that assigned you.
- You have the option of being paid by direct deposit, check or cash card. Please sign up as soon as possible prior to assignment. Your first check may be a paper check.
- If you request delivery of your paycheck by mail, you are required to promptly notify AZI if you have not received your check so that we can notify the bank if applicable.
- Lost or stolen checks should be reported to the payroll department, 630/787-6154, as soon as possible and in no event later than twenty-four (24) hours after you discovered the check missing. A stop payment fee is required for a re-issued check. AZI will re-issue after a 30-day waiting period.
- You must sign a release form, which states that you will not attempt to cash a stop payment check and will be held liable for a stop payment check that is cashed with your identity. This will be construed in accordance with the law.
- All Company and client property, equipment, information and documents (including copies) must be promptly returned to AZI or the client as appropriate.
- **For WI and IN Employees:** Employees working in our Wisconsin or Indiana locations will be paid through their choice of a cash card or direct deposit (at a bank of your choosing). Paper checks are only an option available to Illinois employees.

TIME SHEET DISCREPANCIES

- AZI issues paychecks based upon the information we receive on approved timecards and group time sheets. You must speak with your local AZI office representative about any time recorded incorrectly. We encourage you to timely report any paycheck error and you can be assured that no retaliation will be taken against you and/or tolerated if you raise such a report.

CHECK IN/CHECK OUT

- All AZI employees must check in and out at their designated location each day. At the end of the workweek, your hours must be reviewed by the on-site supervisor before being submitted for payment. Failure to keep accurate records of your hours of work is considered a serious offense and may be grounds to end your assignment or employment with us.

OVERTIME PAY

- Overtime pay is computed at 1.5 times your standard straight time rate of pay for each hour that you perform work in excess of forty (40) hours in a work week.
- You are expected to follow the One Day Rest in Seven Act, which requires you to be sure to take one full day's rest in every seven (7) day workweek. You are also required to take all scheduled break periods and you are not permitted to work in lieu of breaks when scheduled. In the event you volunteer to work 7 days straight in Illinois, you will be asked to sign a form verifying you volunteered.
- You are not authorized to work overtime unless specifically directed to do so by the client supervisor and/or as otherwise assigned in advance by AZI.

BREAKS FOR ILLINOIS EMPLOYEES

- An employee who is to work 7 1/2 continuous hours or more shall be provided a meal period of at least 20 minutes. The meal period must be given to an employee no later than 5 hours after beginning work. Illinois has no law regarding breaks. For more information, visit the ODRISA page. (820 ILCS 140/3)

BREAKS FOR WISCONSIN EMPLOYEES

- Wisconsin law doesn't require employers to provide adult employees (over 18) any specific type of break. However, the Department of Workforce Development recommends employers provide meal breaks. Employees under 18 who work longer than six hours must receive one 30-minute meal break.

BREAKS FOR INDIANA EMPLOYEES

- Indiana labor laws require employers to provide either one or two rest periods totaling thirty (30) minutes to employees under the age of eighteen (18) if scheduled to work six (6) or more consecutive hours. Ind. Code 20-33-3-30.

Indiana does not have any laws requiring an employer to provide a meal period or breaks to employees eighteen (18) years of age or older, thus the federal rule applies. The federal rule does not require an employer to provide either a meal (lunch) period or breaks. However, if an employer chooses to do so, breaks, usually of the type lasting less than twenty (20) minutes, must be paid. Meal or lunch periods (usually thirty (30) minutes or more) do not

need to be paid, so long as the employee is free to do as they wish during the meal or lunch period.

MAILING OF W-2

- All W2's will be mailed by January 31st of the current year. It is your responsibility to have your current address on file with AZI. If you have not received your W-2 by mid-February, please call the office you were assigned from to see if it was returned. If you require a reprint of the current year or of any past years, there will be a \$5.00 fee for each.

ABSENTEEISM & TARDINESS

- All absenteeism's and tardiness will be considered in accordance with the NLRB, EEOC and applicable state, deferral and local laws.
- You are required to be at work every scheduled workday at your designated starting time.
- It is your responsibility to notify AZI no later than 1 hour before your normal starting time on any day that you may be late or unable to go to work.
- Remember to leave a message on the AZI answering service at any time we are not in the office.
- Unexcused, chronic or excessive absenteeism or tardiness (including leaving early) may result in your assignment ending or termination from our employment.
- No discipline will occur for legitimate absences that are covered by our FMLA, ADA, VESSA, pregnancy/maternity, military and/or Jury Duty leave policies provided you comply with our normal call-in rules to the extent appropriate and provided you comply with your obligations under those leave policies.
- 2 No Call No Show absences in a 12-month rolling calendar period, or 3 consecutive No Call No Shows will be considered a voluntary resignation from AZI.
- Absences due to illness/injury for 3 consecutive days or more will require a doctor's note releasing you back to work before you may return to an assignment. The doctor will need to spell out (and have attached) your detailed job description of what is expected of you on assignment. If you do not have a copy of this, then you may obtain one from your staffing office. If you need a reasonable accommodation in accordance with Americans with Disability Act, it is your responsibility to request it, unless the disability is obvious. All requests will be handled by our legal/HR department in accordance with the EEOC/ADA and any applicable regulatory guidelines.

SAFETY/ON-THE-JOB INJURIES

- All on-the-job injuries must be immediately reported to your local office and your supervisor on assignment if it is obvious to you (the temporary employee) that you are injured, caused someone else to be injured or caused property or chemical damage.
- All employees are expected to follow the posted OSHA and CDC guidelines as it relates to COVID-19 and/or the Client's specific safety protocol. If at anytime you have questions or concerns, please contact AZI so we can ensure your safety and/or address your concerns.
- All states have **Workers' Compensation** laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment. AZI 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. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician. Workers' Compensation benefits to injured workers also include assistance to help qualified injured employees return to suitable employment.
- Should you sustain an injury, you will be directed to the appropriate AZI approved treatment center.
- Always follow all AZI and Client Company's safety rules, procedures, expectations, and Personal Protective Equipment policies.
- Report all unsafe conditions and actions to AZI and to the Client Supervisor.
- Report all accidents or near-miss incidents to AZI and to the Client Supervisor.
- Inappropriate footwear or shoes with thin or badly worn soles shall not be worn.
- All shoelaces must be tied to prevent trip and falls.
- Slip resistant shoes and or safety shoes (composite toe) must be worn if required by a client.
- Employees should never operate any equipment or machinery until you have received specific instructions on safe operating procedures, safety devices, and equipment guards from your on-site supervisor.

- Never place any part of your body into the point of operation of any machine.
- Never attempt to perform maintenance or service on any of the client's equipment.
- Employees shall not enter confined spaces such as voids, chambers, tanks, or other similar places that receives little ventilation.
- Do not operate any forklift devices, pallet jacks, tractors, construction equipment, or mobile powered machinery unless you have the approval of your AZI Staffing Specialist.
- Notify the AZI office immediately if you are directed by the client to operate any forklift or other mobile powered machinery without the prior approval of your AZI Staffing Specialist.
- You must attend and pass the client's equipment operator certification testing program that includes classroom training, operator training and a Forklift / Powered Equipment Operator Evaluation before approval will be given by an AZI Staffing Specialist to operate any mobile powered equipment.
- Maintain good housekeeping in your work area.
- Stairs, aisles and hallways must be kept clear of unnecessary litter or material.
- Use the appropriate tool for a job, as trained by your supervisor or manufacturers' instructions.
- Always wear personal protective equipment as required.
- Perform regular equipment and area inspections as required.
- No use of illegal drugs or alcohol by the terms of the company's Drug and Alcohol policy.
- Employees taking physician-prescribed medication that might impair their ability to operate certain equipment or perform various job tasks safely must report this to their immediate supervisor prior to the start of work.
- No firearms shall be present on the property, including the parking lot or on the jobsite.
- Always wear your seatbelt or fall harness while operating any approved Powered Industrial Trucks.
- Never climb on client rack systems.
- Report all equipment maintenance issues to AZI and to the Client Supervisor.
- Dress appropriately for job duties.
- Never engage in horseplay that could endanger you or your co-

workers.

- Never engage in hostile actions against other employees.
- Report all hostile actions of co-workers to AZI and to the Client Supervisor.
- Smoke in designated areas only. Some clients do not allow smoking on their property.
- Maintain good personal hygiene.
- Modified or light duty assignments may be available where a physician indicates that you are able to perform some, but not all work duties. Whether light duties will be available will have to be made on a case by case basis, depending upon the work functions that can be performed, the “light duty” that may be available, and the recommendations of the treating physician. All AZI employees have the following responsibilities when injured:
- Report all injuries, illnesses and incidents immediately to your supervisor, or as soon as you are aware of them.
- Cooperate with the insurance company Insurance Claims staff, rehabilitation or specialists and treating providers regarding appropriate medical treatment and recovery progress.
- Be available for any transitional duty job assignment appropriate for your abilities during recovery.
- Maintain contact with your AZI office regarding progress towards full recovery.
- Upon returning to work, provide your AZI office with your medical provider’s medical release and any information regarding medical restrictions.
- Comply with work restrictions during your recovery process.
- Notify AZI when your work restrictions have changed.

DRUG, ALCOHOL AND SMOKE FREE

- As part of the assignment eligibility process as dictated by our clients, you may be required to take a client specific pre-employment drug test screening. Additionally, AZI reserves the right to use drug test screening in cases with reasonable suspicion. AZI recognizes ADA/EEOC laws. If someone is being prescribed medication lawfully by a physician which may result in a positive drug test result, that person needs to promptly notify your AZI Staffing Specialist. All information will be kept confidential and in-line with HIPAA laws.
- **Employees in Illinois are covered by the Illinois Cannabis and Tax Act (“Act”).** As of 1/1/2020, the use of recreational marijuana

is legal in Illinois. When new applicants/employees take AZI's initial drug screen, this pre-employment drug screen will not test for THC/Cannabis. However, some assignments will have client specific drug screening requirements that do test for THC. If you think you have recreational marijuana still in your system at the time of the client specific drug screen, just wait to take it until you can pass it or apply for other AZI assignments. We won't hold it against you, and want you to work, and work safely.

- **All employees must never be under the influence of drug or alcohol during work hours (including breaks).**
- AZI employees will be subject to disciplinary action including immediate termination for a first offense if they: (a) report to work in an unfit condition due to drugs or alcohol; (b) fail to pass a pre-employment or pre-assignment drug/alcohol test (except for IL employees covered under the Act); (c) fail or refuse to promptly submit to a test upon request (except for IL employees covered under the Act); (d) tamper with a test sample or provide cold urine; (e) possess, use or attempt to sell or transfer any drugs or alcohol on Company property or the property of any of our clients while on assignment (including parking lots).
- All AZI facilities and client facilities are smoke free environments, therefore, smoking is not allowed in any building and smoking outside must be at least 15 feet from any entrance to any facility. Some of our clients may have specific areas designated for smoking and/or may not allow smoking on their property at all. Please be sure to ask.
- If you have a problem with drugs or alcohol abuse, you are encouraged to seek assistance (including time off under our FMLA policy if you are eligible) to address this problem. An after the fact request for assistance will not excuse a policy violation. Therefore, you are urged to seek assistance at the time you become aware of the need for help. We will respect your privacy with these issues to the extent appropriate.

NOTE: This policy will be construed in a manner consistent with our rights and obligations under the Illinois Medical Cannabis Pilot Program, including any applicable interpretive rules that may be adopted pursuant to this Program. Be assured that we respect the rights of our employees who are registered patients with debilitating medical conditions who are engaging in medical use of marijuana in compliance with the law. However, as with alcohol and prescription drugs, employees may not operate or be in control of a vehicle while impaired. Additionally, employees may be disciplined or even discharged for reporting to work under the influence of cannabis. In all cases, an employee who is a registered patient engaged in the medical use of marijuana is subject to all our normal drug testing requirements, personnel policies and disciplinary penalties for policy

violations.

NO SOLICITATION/DISTRIBUTION

- To minimize disruption to the Company's business and to protect you from interference in the course of your work, you are prohibited from distributing literature or soliciting other employees for any purpose on Company premises during working time except in accordance with the National Labor Relations Act.
- You are also prohibited from soliciting employees for any purpose (Girl Scout cookie etc.) during working times. Company premises include all areas where employees perform their tasks. Working time is time when you are expected to be working and not on an excused break.
- Non-employees may not solicit for any purpose or engage in the distribution of literature of any kind on the Company's premises, unless contrary to federal, state or local regulations including the National Labor Relations Act ("NLRA").
- This policy will be construed in accordance with the law and it is not intended to restrict an employee's right to engage in legally protected or concerted activities.

CONCLUDING THE ASSIGNMENT

- Upon conclusion of your assignment please notify your local AZI office representative **immediately** so that we may help you coordinate your next assignment (where appropriate and available). The more notice we have, the better choices you will have for future assignments. If you fail to do so AZI will automatically consider you unavailable for work assignments. After 29 calendar days of **NO CONTACT** with AZI following the end of an assignment (for any reason, **UNLESS DUE TO VESSA, Jury Duty, FMLA, ADA, Military Leave** or other documented protected leaves) we will consider your lack of communication as your voluntary resignation.

UNEMPLOYMENT

- When your assignment ends (unless you have been notified that you are terminated from AZI), you are to report to AZI for other availability to work other assignments. If there are not any assignments available of which you are qualified for (or want), it is still your responsibility to contact an AZI staffing office each week until a suitable assignment is available. Failure to keep continued weekly contact may result in denial of an unemployment claim.

FMLA LEAVES OF ABSENCE

We comply with our obligations under the Family and Medical Leave Act ("FMLA"), including amendments applicable to this Act. A summary of your

rights and responsibilities appears at the end of the Handbook. If you are an eligible employee who needs time off due to a medical condition of yourself, a spouse, child or parent, you are encouraged to notify the Human Resources department to obtain additional information about our FMLA policy.

Reminder: AZI, is your employer and therefore if you need time off for an FMLA covered reasons, it is your obligation to notify your AZI recruiter in advance so that we can determine if you are eligible for time off and other benefits under this Policy.

OTHER LEAVES OF ABSENCE

If you need time off for a medical or compelling personal reason that is not covered by our FMLA policy, it is your obligation to notify your supervisor in advance to determine if you are eligible for a non-FMLA leave of absence. These issues will be considered on a case by case basis to ensure compliance with our obligations under the ADA, VESSA, EEOC, the pregnancy laws, etc.

Please understand that, while on some non-FMLA and non-pregnancy related leaves of absence, we may have a need to replace you in an assignment to meet our client's demands. Therefore, we cannot guarantee you that your job will remain available upon expiration of your leave. If you were replaced in an assignment while on some non-FMLA leave, you are free to apply for other available openings when you return from approved leave of absence. We will work with you to ensure appropriate assignments.

MISCELLANEOUS LEAVES OF ABSENCE

AZI complies with our obligations under all applicable state, federal and local laws which provide rights to employees who need time off from work for reasons such as: jury duty service; VESSA reasons; Jury Duty, voting purposes; school visitation obligations; military service and family military leave obligations, etc. It is your obligation to provide advance notice to your Staffing Specialist or Human Resources when you have a need to take time off for foreseeable reasons (or as much advance notice as is practicable if the need for time off for these purposes is not foreseeable). For details about your rights and obligations under these policies, consult the Human Resources Department.

RULES, INFRACTIONS, AND CAUSE(S) FOR TERMINATIONS

We are pleased that you have selected AZI as your employer of temporary assignments. We will work together to ensure a lawful and mutually beneficial working relationship for yourself, for our clients and for AZI. As previously indicated, you have the right to refuse job placement assignments. However, for the assignments you accept, you need to follow AZI's lawful rules and the lawful policies of the clients; unless contrary to rights established by the National Labor Relations Act ("NLRA") Section 7, and/or as interpreted by the National Labor Relations Board ("NLRB"). For more details about your rights and obligations under these policies, consult the Human Resources Department at AZI.

Examples of immediate terminable offenses include, but are not limited to the following:

Please note that the below are for offenses that do not factor in FMLA, ADA, EEOC, PREGNACY, JURY DUTY, MILITARY LEAVE or NLRB legitimate reasons. Adverse action is never taken on anyone for exercising their lawful rights under FMLA, ADA, EEOC, JURY DUTY, MILITARY LEAVE, or the NLRB, NLRA or any other applicable federal, state or local law.

1. Unexcused absences;
2. Violation of the Equal Opportunity and Sexual Harassment Policy;
3. Refusal to take the annual Sexual Harassment training for Illinois employees;
4. Unexcused tardiness or leaving early;
5. Not following instructions or work rules of the client company;
6. Inappropriate dress for the assignment;
7. The use or possession of, alcohol or drugs, or any weapon on Company property or the property of a client company (including parking lots);
8. Harassment, discrimination or inappropriate conduct or behavior relating to or involving any employee, visitor, customer or management personnel at either the client company or at AZI.
9. Theft or taking without permission of any kind;
10. Falsification of timecards;
11. Employees who have had 5 or more assignments ended in a 12 month period due to poor performance (not related to any documented ADA/EEO/FMLA issue) will be separated from AZI for one year
12. Not showing up at any accepted assignment as scheduled, on time, without notifying AZI;
13. Walking off a job and not completing the assigned shift for the day

will result in immediate termination and you will not be eligible for any future assignments with AZI. You must never walk off any assigned job in the middle of the shift unless there is an imminent threat or serious harm to your safety or health;

14. Not following safety procedures of AZI and/or the client;
15. Fighting, instigating fighting between others, horseplay, threats, or any other act which does or could tend to create an unsafe working environment – Violence in the Workplace;
16. Violation of the cell phone, video and audio-recording policy;
17. Any other infraction that AZI deems applicable consistent with state, local and federal laws.
18. No driving for work related reasons any motor vehicles (SUV, Car, Motorcycle, Moped, ATV etc.);
19. Failure to take a drug test for reasonable suspicion, pre-employment, post accident drug test in spelled out circumstances, attempting to use another person's sample as your own; and/or tampering with a drug test will all result in termination and ineligibility to re-apply for one year.
20. No use of foul language (curse words) to our Staffing Specialists, Clients and your co-workers is ever allowed. Foul language is foul.

Understand that even one warning could be considered cause for your immediate termination. Please read all rules and ask for clarification promptly if you have questions.

DRESS CODE

- Always follow the dress code at your assignment.
- Please do not have any underwear, boxers, bras, etc., exposed in any of our offices or client companies.
- If you are unable to follow a dress code for a reason, you must notify AZI immediately and prior to violating the dress code. In some circumstance's exceptions can be made for EEOC related reasons.

EQUAL OPPORTUNITY & SEXUAL HARASSMENT POLICY

The Equal Opportunity Program

Policy Statement

The Equal Opportunity Program (EOP) is A.S.G. Staffing, Inc.'s ("AZI") written commitment to ensure AZI complies with the applicable federal, state and local equal employment laws, affirmative action guidelines, employment practices, procurement activities, and in placement of employees (temporary and full time).

AZI is committed to Equal Employment Opportunity (EEO) for all employees and applicants for employment. The AZI prohibits illegal discrimination, harassment and/or retaliation based on any of the actual or perceived status's listed here: race; color; religion; sex; sexual harassment; national origin; ancestry; military status (including unfavorable

discharge); age (40 and over); order of protection status; disability (physical and mental); marital status; sexual orientation; gender identity; arrest record - (or criminal history record ordered expunged, sealed or impounded); citizenship status; language (any language use not related to job duties); pregnancy (including child birth, or related medical or common conditions; retaliation - (for opposing unlawful discrimination); coercion / aiding and abetting - (helping or forcing a person to commit unlawful discrimination); and any protected status by applicable local, state or federal laws.

AZI is committed to ensuring that recruitment, selection, promotion, compensation, transfers, training, discipline, layoffs, termination, benefits and other terms of employment, are applied consistently with applicable laws to ensure EEO for all employees and applicants.

The goal is to reach equality (e.g. representation of the above listed groups of individuals at all levels in the workforce commensurate with their availability in the appropriate external labor market). However, the EOP does not impede the interests of non-members of protected classes.

In the area of contracting with clients, AZI requires all businesses, contractors, vendors, and suppliers to comply with appropriate federal, state and local laws, rules and regulations and the equal opportunity policies of AZI.

Harassment may not occur in the "working environment," which is not limited to the physical location an employee is assigned to perform duties and, therefore, includes locations away from the workplace. Additionally, non-employees become protected from harassment, and non-employees include contractors, subcontractors, vendors, consultants and independent contractors. Regarding the non-employees, although employers are responsible for the harassment by the employer's managerial and supervisory employees, employers are responsible for the harassment by non-managerial and non-supervisory employees, only if the employer becomes aware of the conduct and fails to take reasonable corrective measures.

AZI's Executive Management has delegated the responsibility to ensure the implementation of the AZI's EOP and that all associated policies are followed. All managers and supervisors have a duty to report any violations of this policy immediately to HR/Legal. Anyone who violates this EOP will be held accountable; corrective action can range from coaching and counseling to termination. All management personnel share in the responsibility to ensure this policy's success and the performance of the management is evaluated, in part, by their loyalty to this policy.

All operations shall reflect a commitment to this policy. Any AZI's employee(s), applicants, volunteers, or vendors who believes that he/she/they has been discriminated against should bring the matter to the attention of the Human Resources Office at HR@azimuthway.com or 630-787-6169 and/or 630-787-6152.

Any eligible individual who believes he/she has been subjected to unlawful discrimination, harassment or retaliation due to their Protected Class which includes: race; color, religion; sex; sexual harassment; national origin; ancestry; military status (including unfavorable discharge); age (40 and over); order of protection status; disability (physical and mental); marital status; sexual orientation; gender identity; arrest record - (or criminal history record ordered expunged, sealed or impounded); citizenship status; language (any language use not related to job duties); pregnancy (including child birth, or related medical or common

conditions; retaliation - (for opposing unlawful discrimination); coercion / aiding and abetting - (helping or forcing a person to commit unlawful discrimination, or other basis protected by federal, state or local law, should file a complaint form, or simply contact a manager and describe the issue and that will be provided to legal/HR to investigate. Retaliation against anyone who has filed a complaint, or interference with an employee or applicant's right to file a complaint concerning such matters is prohibited.

Any investigation conducted by HR/Legal will normally include conferring with the parties involved and any named or apparent witnesses. All employees are expected to cooperate fully during the conduct of such investigations. While AZI cannot guarantee complete confidentiality when conducting investigations, investigations will be conducted with the utmost discretion.

I. Types of Prohibited Conduct

Overall Prohibition: Decisions and practices based on an individual's protected status (e.g., race, religion, age and the other categories previously listed) that unlawfully affect employment or the compensation, terms, conditions or privileges of an individual's employment or potential employment with AZI is prohibited by this policy. This includes unlawful decisions, actions and practices that occur in the course of recruitment, testing, hiring, work assignments, salary and benefits, working conditions, performance evaluations, promotions, training opportunities, career development and advancement, transfers, discipline, discharge or any other application or selection process relating to employment. Some offensive acts or remarks may violate this EOP, even if they are not so severe that they violate federal, state or local discrimination laws. AZI may discipline conduct that violates this policy even if the conduct does not violate a law prohibiting discrimination.

A. Discrimination: Unjust or prejudicial treatment, including harassment and sexual misconduct, towards individuals due to the person's real or implied membership in one or more of the **Protected Classes** which include the actual or perceived status's listed here: race; color, religion; sex; sexual harassment; national origin; ancestry; military status (including unfavorable discharge); age (40 and over); order of protection status; disability (physical and mental); marital status; sexual orientation; gender identity; arrest record - (or criminal history record ordered expunged, sealed or impounded); citizenship status; language (any language use not related to job duties); pregnancy (including child birth, or related medical or common conditions; retaliation - (for opposing unlawful discrimination); coercion / aiding and abetting - (helping or forcing a person to commit unlawful discrimination); and any protected status by applicable local, state or federal laws.

B. Harassment: Unwelcome verbal, nonverbal, visual, and/or physical conduct that is the person's real or implied membership in one or more of the Protected Classes, as defined above in this EOP. Unwelcome conduct may include, but is not limited to, bullying, intimidation, offensive jokes, slurs, epithets or name calling, assaults or threats, touching, ridicule or mockery, insults or put-downs, offensive objects or pictures, messages sent via email, text or social media, sexual advances, requests for sexual favors, conduct of a sexual nature and/or any other persistent, pervasive or severe conduct that interferes with work performance, creates a hostile environment or interferes with the ability to obtain an opportunity at work. For purposes of this definition, the phrase "working environment" is

not limited to a physical location an employee is assigned to perform his or her duties.

C. Retaliation: Adverse employment action, such as discipline or denial of or access to a service or benefit, against any person for having made a complaint or report of Discrimination, Harassment, or Sexual Harassment, whether made internally, or externally with a federal, state, or local agency; or participating or aiding in an investigation of Discrimination, Harassment, or Sexual Harassment, whether internal, or external with a federal, state, or local agency, is strictly prohibited. It is a violation of this policy to retaliate against or harass any person who asserts his or her rights regarding employment discrimination by: 1) opposing discriminatory practices in the workplace; 2) complaining about prohibited conduct; or 3) participating in any way in the complaint, investigation or reasonable accommodation processes. It is also a violation of this policy to retaliate against or harass someone because of his or her association with such an individual.

D. Hostile Work Environment: The participating in a hostile work environment is strictly prohibited. In general, a hostile work environment ensues when there is discriminatory conduct or behavior in the place of work that is unwelcome and offensive to an employee or group of employees based on a protected EOP class status. Generally, to be considered a hostile work environment, the unwelcome conduct on the victim(s) (based on their race, gender identity, nation original etc.) must be frequent and/or severe in the mind of a "reasonable person".

E. Disability Discrimination: Discrimination against a person based on that person's actual or perceived disability, record of disability, or relationship with a person with a disability will not be tolerated by AZI. For purposes of this policy, a disability is: 1) a physical, medical, mental or psychological impairment; 2) a history or record of such impairment; or 3) being regarded as having such impairment.

Actions implemented by AZI will include, but not be limited to, the following: 1) reviewing all employment practices, including physical and mental qualifications, to ensure that they are job related; 2) enlisting the assistance of groups and organizations servicing the disabled to identify, recruit and select qualified persons with disabilities; and 3) making reasonable accommodations to the known physical and mental limitations of employees and applicants with disabilities unless such accommodations would impose undue hardship in carrying out AZI's business.

F. Sex/Gender Discrimination: Discrimination against applicants and employees on the basis of gender is prohibited. This policy applies to all personnel practices including recruitment and job advertising, hiring, selection for training, promotion, separation, demotion, lay-off, transfer, rates of pay, other forms of compensation, and all other terms, conditions and privileges of employment.

Specific steps to enforce and implement this policy include, but are not limited to, the following: 1) AZI will ensure that no distinctions are made based upon gender in any aspect of employment; 2) employees of both genders will have equal opportunity for available jobs that they are qualified to perform; 3) No distinction will be made between married and unmarried and individuals and domestic partnerships of either gender; 4) appropriate facilities will be provided and maintained for employees of both genders; and 5) retirement provisions will be same for both genders.

G. Gender Identity Discrimination: Discrimination against applicants and employees

based on gender identity is prohibited. This includes transgender individuals, transsexual individuals, gender variant and/or gender non-conforming individuals, and intersex individuals. Gender identity is being either male or female, man or woman, or something other or in-between. Gender expression described the external characteristics and behaviors that are socially defined as either masculine or feminine, such as dress, mannerisms, speech patterns and social interactions.

Transgender is an umbrella term often used to refer to people whose gender identity differs from their assigned sex at birth. However, people whose gender identity differs from their assigned sex at birth may not self-identify as transgender; some may identify as transsexual, trans, genderqueer, a person of transgender experience, etc. Transgender people may or may not use a different name or pronoun than the one they were assigned at birth, and they may or may not pursue hormone therapy or surgery. This policy applies to all personnel practices including recruitment and job advertising, hiring, selection for training, promotion, separation, demotion, lay-off, transfer, rates of pay, other forms of compensation, and all other terms, conditions and privileges of employment.

Specific steps to enforce and implement this policy include, but are not limited to, the following: 1) AZI will ensure that no distinctions are made based upon gender identity in any aspect of employment; 2) employees of any gender identity will have equal opportunity for available jobs that they are qualified to perform; 3) no distinction will be made between married and unmarried individuals, and domestic partnerships of any gender identity; 4) foster understanding and acceptance of gender identity through education and training; 5) retirement provisions (if applicable) will be same for all; and 6) enlist the assistance of recruitment sources to provide equal employment opportunity without regard to gender identity.

H. Religious and National Origin Discrimination: Discrimination against applicants and employees based on religion or national origin is prohibited. This policy applies to all personnel practices including recruitment and job advertising, hiring, selection for training, promotion, separation, demotion, lay-off, transfer, rates of pay, other forms of compensation, and all other terms, conditions and privileges of employment.

AZI will take steps to enforce this policy including, but not limited to, the following: 1) enlisting the assistance of all recruitment sources to provide equal employment opportunities without regard to religion or national origin; 2) fostering understanding and acceptance of diversity, and encouraging employees to support this objective; 3) establishing productive contacts with religious and ethnic organization's to advise, educate and provide technical assistance should the need occur; and 4) utilizing internal monitoring procedures to assist AZI in its responsibility to provide equal employment opportunities irrespective of religion or national origin.

I. Military Status Discrimination & Provisions for Disabled Veterans and Vietnam-Era Veterans: Discrimination against applicants and employees based on military status (including discharge and disability) is prohibited. This policy applies to all personnel practices including recruitment and job advertising, hiring, selection for training, promotion, separation, demotion, lay-off, transfer, rates of pay, other forms of compensation, and all other terms, conditions and privileges of employment.

Actions implemented by AZI will include, but are not limited to, the following: 1) considering only those portions of a military record, including discharge, that are relevant to specific job

qualifications for which a veteran is considered; 2) reviewing all employment practices, including physical and mental qualifications, to assure that they are job related; 3) inviting qualified special disabled veterans, and other eligible veterans to identify their status for consideration in employment opportunities and advancement; and 4) making reasonable accommodations for the known physical and mental limitations of qualified special disabled veterans, unless such accommodations would impose undue hardship on the conduct of AZI's business.

J. Race Discrimination: Discrimination against applicants and employees based on race is prohibited. This policy applies to all personnel practices including recruitment and job advertising, hiring, selection for training, promotion, separation, demotion, lay-off, transfer, rates of pay, other forms of compensation, and all other terms, conditions and privileges of employment.

Specific steps to implement this policy, include, but are not limited to the following: 1) provide training, education and compliance reviews to ensure that there are no distinctions, based on race, in any aspect of employment; 2) enlist the assistance of recruitment sources to provide equal employment opportunity without regard to race; 3) establish meaningful contacts with minority and ethnic organizations to advise, educate and provide technical assistance concerning AZI's equal opportunity policies; and 4) utilize internal monitoring procedures to support AZI in its responsibility to provide equal employment opportunities.

K. Age Discrimination: Discrimination against applicants and employees on the basis of age (40 and over) is prohibited. This policy applies to all personnel practices including recruitment and job advertising, hiring, selection for training, promotion, separation, demotion, lay-off, transfer, rates of pay, other forms of compensation, and all other terms, conditions and privileges of employment.

L. Pregnancy Discrimination: Pregnancy is a legally protected class and has been defined the term "pregnancy" broadly to include: "pregnancy, childbirth, or medical or common conditions related to pregnancy and childbirth." It is prohibited to take adverse employment actions employees because of their pregnancy, childbirth or pregnancy-related conditions. Some examples of accommodations are as follows:

- more frequent or longer bathroom breaks;
- breaks for increased water intake and periodic rest;
- a private non-bathroom space for breastfeeding and expressing milk;
- assistance with manual labor;
- light duty;
- temporary transfers to less strenuous or hazardous positions;
- accessible worksites;
- the acquisition or modification of equipment;

- job restructuring;
- part-time or modified work schedules;
- appropriate adjustments or modifications of examinations, training materials or policies;
- a reassignment to a vacant position;
- time off to recover from childbirth and leave required by the employee's pregnancy, childbirth, or related conditions;
- Importantly, an employer may not force a protected employee to accept an accommodation that she did not request or to which she did not agree, nor may it force the employee to take leave if another reasonable accommodation can be provided.

M. Other Forms of Harassment: Harassment includes, but is not limited to the unwelcome conduct toward an individual because of his or her sex (perceived gender), race, color, national origin, sexual orientation, transgender status, perceived or actual physical or mental disability, marital status, arrest record, or any other Protected Classes. It includes, but is not limited to, intimidation, ridicule, jokes, insults, degrading comments, dissemination of material that denigrates an individual/group due to his or her protected status, or inappropriate physical conduct. Such conduct can unreasonably interfere with an employee's work performance; or otherwise adversely affects an employee's employment opportunities.

II. SEXUAL HARASSMENT POLICY:

AZI is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of AZI's commitment to a discrimination-free work environment. Sexual harassment is against the law and all employees have a legal right to a workplace free from sexual harassment and employees are urged to report sexual harassment by filing a complaint internally with AZI. Employees can also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws.

Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).

Victims' Economic Security Safety Act: Sexual harassment becomes a qualifying reason to use up to 12 weeks of unpaid leave to obtain medical and other services under the Illinois Victims' Economic Security Safety Act ("VESSA").

Definition of Sexual Harassment: "Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. For purposes of this definition, the phrase "working environment" is not limited to a physical location an employee is assigned to perform his or her duties.

Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.

AZI prohibits sexual harassment. No person should be required to endure sexual harassment by anyone or as a condition of employment or contracting.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment need not be severe or pervasive to be unlawful and can be any harassing conduct that consists of more than petty slights or trivial inconveniences. Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment;
- Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Sexual Harassment is conduct or language of a sexual nature, and harassment based on gender (or perceived gender), and sexual orientation, which includes, but is not limited to:

- **Verbal:** derogatory comments, racial or sexual labels, requests for sexual favors, sexual innuendoes, offensive jokes or stories, repeated propositioning;
- **Non-Verbal:** Starring, derogatory or suggestive gestures, winking, throwing kisses, shunning, and ostracizing;
- **Visual:** Offensive pictures, photos, cartoons, posters, calendars, magazines, objects, images on clothing;
- **Physical:** Unwelcome touching, hugging, kissing, patting, stroking, standing unnecessarily too close;

- **Textual/Electronic:** “Sexting” (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook, Snap Chat and Twitter);
- **Written:** Unwelcome personal letters, notes or written comments;
- The conduct must be unwelcome to the target of the harassment.
- “Unwelcome” means that the employee did not solicit or incite the conduct and regarded it as undesirable.
- The harasser can be the victim’s supervisor, a supervisor in another department, a vendor, volunteer, employee of another company who works in the same location, or a co-worker.
- The harasser as well as the target can be a man or a woman or a gender-neutral person.

Here are some examples of sexual harassment in the workplace

- Sharing sexually inappropriate images or videos, such as pornography or salacious gifs, with co-workers;
- Sending suggestive texts, letters, notes, or emails;
- Displaying inappropriate sexual images or posters in the workplace;
- Telling lewd jokes, or sharing sexual anecdotes;
- Making inappropriate sexual gestures;
- Staring in a sexually suggestive or offensive manner, or whistling;
- Making sexual comments about appearance, clothing, or body parts;
- Inappropriate touching, including pinching, patting, rubbing, or purposefully brushing up against another person;
- Asking sexual questions, such as inquiries about someone's sexual history or their sexual orientation;
- Making offensive comments about someone's sexual orientation or gender identity.

Bottom line: Any actions or words with a sexual connotation that interfere with an employee's ability to work or create an uncomfortable atmosphere are considered sexual harassment.

Reporting Sexual Harassment and/or Any Violation of this EOP

Any employee who feels harassed should report the conduct so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy. There is no time limit on when a person can report the sexual harassment, however, the sooner the better to ensure the ability to gather evidence and/ or speak with witnesses.

Preventing sexual harassment is everyone’s responsibility. AZI cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern or nonemployee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, manager or to HR. Anyone who

witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager or HR.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy, and all employees are encouraged to use this complaint form. Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

Employees, paid or unpaid interns or non-employees who believe they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

Supervisory Responsibilities

- All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, are required to report such suspected sexual harassment to HR.

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue. Supervisors and managers will also be subject to discipline for engaging in any retaliation.

Complaint and Investigation of Sexual Harassment and/or Any Violation of this EOP

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. All persons involved, including complainants, witnesses and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. AZI will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps: • Upon receipt of complaint, HR or the an office manager will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. If complaint is verbal, encourage the individual to complete the "Complaint Form" in writing. If he or she refuses, prepare a Complaint Form based on the verbal reporting.

- If documents, emails or phone records are relevant to the investigation, take steps to obtain and preserve them.
- Request and review all relevant documents, including all electronic communications.
- Interview all parties involved, including any relevant witnesses;
- Create a written documentation of the investigation (such as a letter, memo or email), which contains the following: A list of all documents reviewed, along with a detailed summary of relevant documents; A list of names of those interviewed, along with a detailed summary of their statements; A timeline of events; A summary of prior relevant incidents, reported or unreported; and The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- Keep the written documentation and associated documents in a secure and confidential location.
- Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by AZI but is also prohibited by state, federal, and, where applicable, local law. Aside from the internal process at AZI, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

The Illinois Human Rights Act 775 ILCS 5/1 et seq. forbids discrimination with respect to employment, financial credit, public accommodations and real estate transactions on bases of race, color, religion, sex (including sexual harassment), national origin, ancestry, military status, age (40 and over), order of protection status, marital status, sexual orientation (including gender-related identity), unfavorable military discharge, and physical and mental disability. The Act also prohibits sexual harassment in education, discrimination because of citizenship status and arrest record in employment, and discrimination based on familial status in real estate transactions.

The Illinois Department of Human Rights (ILDHR) investigates charges of Employment discrimination filed against private employers, state or local government, unions and employment agencies. ILDHR can be reached at 100 West Randolph Street, 10th Floor, Chicago, IL 60601 312-814-6200 and 866-740-3953

Civil Rights Act of 1964: The United States Equal Employment Opportunity Commission (EEOC) enforces federal antidiscrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is

no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a “Charge of Discrimination.” The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-6694000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

Contact the Local Police Department: If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

EEO COMPLAINT FORM

Complainant's Name:

Telephone:

Street Address:

City, State, Zip:

Accused's Name(s) & Name of Client:

Telephone:

Street Address:

Telephone:

Type of Complaint:

CHECK EACH DISCRIMINATION BASIS CLAIMED, and state your status in the space provided. For example, if you claim race, state your race. If age, state your age.

Race

Color

National Origin

Ancestry

Religion

Sex

Sexual Orientation

Gender Identity

Marital Status

Parental Status

Disability

Age (over 40)

Other (please detail)

Military Discharge

Retaliation

Date of the Alleged Discrimination:

(Month, Day, and Year for latest incident if more than one)

Alleged Discrimination Conduct: . In chronological order, describe each discriminatory action taken against you. Use separate numbered paragraphs. For each action, state the date/s it occurred, where it occurred, what happened, and the name and title of the person who did it. You may attach up to four additional sheets to complete your allegations.

I swear or affirm that I have read this complaint and that it is true and correct to the best of my knowledge, information and belief. I give permission to each named respondent to release to A.S.G. Staffing, Inc.'s & Azimuth LLC's EEO/HR Manager any records or other evidence relevant to the allegations in this complaint, including but not limited to internal investigations, personnel records, and medical records. This complaint consists of ____pages including this page.

Complaint Signature:

Date Signed:



PREGNANCY and your RIGHTS in the WORKPLACE

Are you pregnant, recovering from childbirth, or do you have a medical or common condition related to pregnancy?

If so, you have the right to:

- Ask your employer for a reasonable accommodation for your pregnancy, such as more frequent bathroom breaks, assistance with heavy work, a private space for expressing milk, or time off to recover from your pregnancy.
- Reject an accommodation offered by your employer for your pregnancy that you do not desire.
- Continue working during your pregnancy if a reasonable accommodation is available which would allow you to continue performing your job.

Your employer cannot:

- Discriminate against you because of your pregnancy.
- Retaliate against you because you requested a reasonable accommodation.

It is illegal for your employer to fire you, refuse to hire you or to refuse to provide you with a reasonable accommodation because of your pregnancy. For more information regarding your rights, download the Illinois Department of Human Rights fact sheet from our website at www.illinois.gov/dhr

Es ilegal que su empleador la despidiera, se niegue a contratarla o a proporcionarle una adaptación razonable a causa de su embarazo. Para obtener información sobre el embarazo y sus derechos en el lugar de trabajo en español, visite: www.illinois.gov/dhr

**For immediate help or if you have questions regarding your rights,
call (312) 814-6200 or (217) 785-5100 or (866) 740-3953 (TTY)**

CHICAGO OFFICE
100 W. Randolph Street, 10th Floor
Intake Unit
Chicago, IL 60601
(312) 814-6200

SPRINGFIELD OFFICE
222 South College, Room 101-A
Intake Unit
Springfield, IL 62704
(217) 785-5100

MARION OFFICE
2309 West Main Street, Suite 112
Intake Unit
Marion, IL 62959
(618) 993-7463

**The charge process may be initiated by completing the form at:
<http://www.illinois.gov/dhr>**



State of Illinois
Department of Human Rights

ILLINOIS DEPARTMENT OF
Human Rights

By Authority of the State of Illinois 122014-ENG-PREG

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

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

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

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

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

REQUESTING LEAVE

EMPLOYER RESPONSIBILITIES

ENFORCEMENT



For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



WH1420 REV 04/16

EMPLOYEE'S COPY OF EMPLOYEE ACKNOWLEDGMENT AND RECEIPT

I acknowledge that I have received a copy of the Azimuth LLC. Temporary Employment Handbook and it is my responsibility to become familiar with the policies including Sexual Harassment. I acknowledge that I have read the handbook and that I understand all its contents, including the Company's policies, procedures, and work rules. I agree to abide by the Company's policies, procedures, and rules, and I understand that discipline up to and including discharge may result if I do not abide by them.

I acknowledge that the AZI Temporary Employment Handbook is not a contract of employment. I also acknowledge that my employment is "at will" and that it will continue only if the Company and I mutually agree. I further acknowledge that any assurances relating to the terms and conditions of my employment, whether written, verbal, or otherwise, shall not change my employment-at-will relationship with the Company unless specifically agreed to in writing by an Officer of AZI, and that nothing in this handbook or any other manual, publication, practice, or policy of the Company is to be interpreted to the contrary.

My signature also confirms that I understand that I am obligated to keep in contact with the Company if I want to be considered for future employment assignments. It is my obligation to immediately contact the office to learn of other available opportunities upon completion of any work assignment. If I do not have contact with the Company for more than 29 calendar days following any Assignment (regardless of the reason – unless due to FMLA, VESSA, Jury Duty, Military Leave or other protected leave), the Company will consider me to have voluntarily abandoned my job. I also understand that I may have to reapply and the decision to reassign will be based on past work performance.

Name of Employee

(Please Print): _____

Signature of Employee: _____

Date: _____

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