



# EMPLOYEE HANDBOOK

MS-IL STAFFING AND PACKAGING  
710 East 64th Street, Indianapolis, IN 46220

## WELCOME

Welcome to MS-IL Staffing & Packaging, Inc (“MSIL”). This handbook will help you learn more about the benefits, privileges, conditions and responsibilities of a Contingent Employee for MSIL. We urge you to read it carefully and refer to it often. If you have additional questions, please contact your Account Manager. This handbook is not intended to be a contract of employment or a guarantee of employment benefits or rights. MSIL reserves the right to modify, suspend, revoke, terminate or change in whole or in part, any of its policies, procedures, practices or benefits at any time, with or without notice.

## MSIL IS YOUR EMPLOYER

Whether you’re on a short- or long-term assignment with a client, you are still a MSIL Contingent Employee. You should consult your Onsite Supervisor, Account Manager or Branch Manager (“MSIL Representative”) for any questions related to your employment status with MSIL. Our job is to match your skills and talents with the needs of clients. As your employer, MSIL provides you with a safe work environment, weekly payroll, qualification and training guidance for specific clients.

Your employment with MSIL and any temporary assignments with our clients are not permanent and are not guaranteed to last for any specific period. Employment with MSIL and all assignments with clients are at will and can be terminated by you, the client or the MSIL without prior notice for any or no reason or cause.

**At-Will Employment.** Your employment with is “at-will.” That means your assignment and/or your employment can be terminated at any time by you or MSIL with or without cause and with or without notice. This “at will” status can be changed only by a written contract signed by an MSIL Executive.

## EQUAL EMPLOYMENT OPPORTUNITY

**Equal Employment Opportunity.** Equal employment opportunity is not only the law, it is an extension of MSIL’s core values and guides our daily interactions. MSIL does not discriminate against any individual based on age, race, color, religious beliefs, national origin, gender, pregnancy, sexual orientation, gender identity, genetic information, disability, veteran status, or any other status protected by law. This commitment to equal opportunity extends to hiring as well as other terms and conditions of employment such as job assignments, compensation, discipline and termination. We care about people and the role of work in their lives and we recognize everyone’s contribution to our success. Any Contingent Employee who believes that he or she has been discriminated against in violation of this policy, either by MSIL or a MSIL client should immediately report this to his or her MSIL Representative, or a representative of the Human Resources team by calling 317-329-6800 x201 or by email at hrstaff@ms-il.com. MSIL has an open-door policy where all Contingent Employees should feel free to discuss concerns or other work-related issues. These concerns will be investigated thoroughly, and Contingent Employees can make reports without fear of retaliation. Contingent Employees who believe they have been retaliated against for making a complaint under this policy should bring this to the attention of any of the contacts listed above.

**Reasonable Accommodation.** MSIL will work with its clients to make reasonable accommodations for the physical and mental disabilities of otherwise qualified Contingent Employees and religious observances and practices of an employee unless the accommodation would impose an undue hardship. Because the need for an accommodation is often not apparent, it is the responsibility of, you, the Contingent Employee to make MSIL aware of the request an accommodation when accepting an assignment. Contingent Employees should contact their local MSIL branch or MSIL Representative regarding any accommodation requests. A Contingent Employee may be asked to provide medical evidence to support the need for such accommodation.

**Anti-Harassment.** All MSIL Contingent Employees are entitled to work in an environment that is free from harassment, inappropriate conduct, hostility, and intimidation based on gender, race, color, national origin, pregnancy, sexual orientation, gender identity, age, religion, genetic information, disability, veteran status or any other basis protected by law. MSIL strongly disapproves of and will not tolerate inappropriate conduct or harassment of Contingent Employees by supervisors, co-workers or others in the workplace, such as customers or vendors. MSIL is committed to complying with all applicable local, state and federal laws prohibiting harassment in the workplace. While the law may provide for various interpretations of what constitutes illegal harassment, MSIL realizes that any type of inappropriate conduct or harassing behavior based on race, color, gender, religion, age, sexual orientation, gender identity, national origin, disability, veteran status, genetic information, pregnancy or any other category protected by law is inappropriate in the workplace. Therefore, MSIL will not tolerate any behavior that creates an intimidating, offensive or hostile work environment or that interferes with work performance. Examples of inappropriate conduct or harassing behavior include, but are not limited to racial slurs, ethnic jokes, stereotyping, the display of posters or other materials that are offensive or show hostility to a group or individual based on a protected category as defined above. Included in this policy is a prohibition of sexual harassment.

Sexual harassment includes, but is not limited to:

- Unwelcome sexual advances, requests for sexual favors, unwanted physical contact, including touching, patting, pinching, etc., unwelcome comments of a sexual or demeaning nature, the display of sexually offensive posters, pictures or objects.
  - Any use of a Contingent Employee's submission to or rejection of the conduct described above as the basis for employment decisions affecting the Contingent Employee (such as hiring, firing, promotions, compensation or working conditions).
  - Any explicit or implicit implication that submission to such behavior is a term or condition of an individual's employment
- MSIL requests that you report all incidents of harassment or inappropriate conduct to us. While we prefer that you contact MSIL's Human Resources at (317)-329-6800 x201, a Contingent Employee is free to report incidents of harassment or inappropriate conduct to any MSIL Manager with whom they feel comfortable discussing the issue.

MSIL's response to a report or complaint of harassment or discriminatory conduct will include:

- Confidentiality. We will maintain confidentiality to the extent possible under the specific circumstances and in accord with applicable laws.
- Investigation and Discipline. MSIL will promptly and thoroughly investigate all complaints of harassment or inappropriate conduct. If it is determined that inappropriate conduct has occurred, MSIL will provide an appropriate remedy, including, but not limited to, the discipline and/or termination of the offending Contingent Employee.
- Zero Tolerance of Retaliation. Retaliation will not be tolerated in any form toward anyone who in good faith makes a complaint or participates in an investigation. Retaliation is an adverse action taken against an individual who has engaged in protected activity such as making a complaint or participating in an investigation MSIL requests that you immediately report all incidents of alleged or perceived retaliation to contact a Human Resources representative at 317-329-6800 or by email at [hrstaff@ms-il.com](mailto:hrstaff@ms-il.com) for investigation under this policy.

## GETTING PAID

MSIL pays on a weekly basis, every Friday. Each paycheck represents wages earned by the Contingent Employee during the previous one-week period, ending on a Sunday. All paychecks are paid electronically, except in the states where it cannot be required by state law. If a holiday falls on pay day, pay will be processed the day prior or after the holiday. A lost check, or pay card should be reported immediately, so that payment may be stopped at the bank and another check, or pay card issued. The employee is responsible for any related fees from the new check associated with stopping the original check. Suspected errors in pay should be brought to the attention of the Account Manager immediately to address concerns quickly. Earned wages from the previous workweek are available every Friday; however, depending on bank methods, the pay card may not be loaded until twelve noon on paydays. In the event you are unable to retrieve a replacement pay card you may contact the pay card vendor and one will be issued and mailed to the address on file. Friends/Family cannot retrieve replacement cards with or without written permission.

**Job Assignment Call.** Upon receiving a call or being placed on a job assignment, MSIL will provide you with the following information; the job assignment offer, the hourly rate for the specific assignment, the address and location, the job start time, anticipated length of the assignment, name of the supervisor or the Customer, who you are reporting to, and the dress code requirements. When you accept an assignment, we expect that you show up to the assignment on time, dressed appropriately, and ready to work.

**Seeking Employment.** It is required of all Contingent Employees, who are seeking work, to call in available for work. It is expected that you are calling at least two (2) times a week to record your availability for work while you are not placed on an assignment. It is your responsibility to inquire about any new openings. MSIL performs searches daily for "available" Contingent Employees. Additionally, if there is no work activity for (1) year or longer, your employment will automatically be terminated, and you will have to reapply. After one hundred (180) days of inactivity you will be considered as no longer active and may be placed as "Eligible but Inactive" status and will be reactivated only after contacting our office for placement.

**Schedules/Timecards.** Contingent Employees are responsible for their own timecards. It is the responsibility of the employee to clock in and out each day worked, or sign in and out, whichever is applicable to your job site. In addition, it is the responsibility of the employee to notify the MSIL if the hours on the paycheck are incorrect. It is also the responsibility of the employee to properly spell and legibly write their name and the last six (6) of their social security number on the timecard(s) or time sheet(s) in its entirety. If you have issues signing in and out or clocking in and out, it is your responsibility to notify MSIL immediately. Contingent Employees are required to promptly notify MSIL of errors or discrepancies. Delaying the report creates difficulties verifying hours worked. Clients' security cameras are not considered to be time keeping tools and are NOT valid methods to verify hours.

## POLICIES

**Work Rules.** These rules establish minimum standards concerning Contingent Employee conduct for the specific purpose of promoting efficient operations, employee wellbeing and providing a safe working atmosphere for all employees. Since no one can anticipate every problem that may occur, these rules are not all inclusive of the standards of conduct to be observed by Contingent Employees. We reserve the right to amend these rules as necessary with or without notice to our employees. Violation of the following rules may result in disciplinary action, up to and including the immediate termination of the employee(s) involved:

- Actions or behaviors that harm our relationship with our clients
- Reporting to a client's place of business without notifying us or being dispatched by us
- Bringing weapons, firearms or contraband of any type to the workplace, including the MSIL's or a client's parking lot to the extent such prohibition is permitted by law\*
- Willful destruction of property, dishonesty, stealing or any other criminal activity, or knowing about another employee's willful destruction of property, stealing, dishonesty, or other criminal activity and not reporting the information to MSIL
- Improper conduct, abusive language, use of profanity or abusive behavior
- Violation of our or our client's safety policies or procedures, including horseplay and other acts that endanger you or others
- Cancellations of assignment, tardiness, absenteeism, or leaving an assignment without notice
- Failure to report to an assignment or failure to call within a reasonable time prior to the start of an assignment
- Walking off a job. If the job is not as described or you believe that the client wants you to perform an unsafe task, do not walk off the job. Call your MSIL Representative immediately
- Submitting an altered timeslip. Any associate who alters or forges a timesheet will be terminated and can be criminally prosecuted for theft.
- Soliciting contributions or membership for any organization or cause. When you are on an assignment, you represent us. You must focus your attention on performing the assigned duties. We prohibit solicitation of any kind during work time while on an assignment.
- Violation of our sexual harassment and non-discrimination policy as discussed in detail above
- Disclosing our or a client's confidential information to others
- Refusal to accept reasonable work instructions or directions from a client's supervisor or any other act of insubordination
- Falsely stating or making claims of injury. We will fully prosecute fraudulent claims of the law.
- Improper or unlawful treatment of a fellow employee, client, customer, or anyone else associated with the Company.
- Abusing, wasting, or stealing Company property or the property of a client or another person.
- Falsifying your employment application or other personal records, Company reports or records
- Disorderly conduct, rude boisterous play, practical jokes or pranks
- Fighting or starting a disturbance on Company property or while performing job duties, including but not limited to assaulting, battering, or intimidating any person or threatening to do so
- Reporting to work in a condition unfit to perform your duties, including but not limited to reporting to work with measurable amounts of illegal drugs or controlled substances in your system, or being under the influence of alcohol, drugs, or substances.
- Consuming or selling alcohol, illegal drugs, or controlled substances in or on Company's' premises or property
- Using abusive or threatening language or coercion towards any employee, customer, client, or member of the public
- Failing to fully cooperate in any Company investigation
- Violating or attempting to violate the civil rights of any employee, including engaging in any act of unlawful harassment or discrimination
- Refusing to submit to drug or alcohol-screening when lawfully requested to do so.
- Any act of dishonesty, including but not limited to lying, stealing, altering records for the purpose of misleading any person or entity, or the like
- Sleeping, loafing, idleness during work hours, avoidance of work or slowdown of work, stopping work before quitting time without authorization
- Leaving the worksite without notifying the appropriate supervisor.
- Accepting an assignment and not reporting to work or not notifying us.
- Disregard for established policies and procedures.

**Three Strike Policy.** This Policy does not replace, override, or supersede any other policy outlined within this employee handbook. The MSIL policy is to terminate an employee who accumulates 3 occurrences within a six (6) month period. Strikes fall off after six

(6) months from the date received. Rehiring eligibility is at the sole discretion of the MSIL. Each file will be thoroughly reviewed, and an interview may take place. Any combination of the following occurrences, are a violation of the Three Strike Policy:

- Employee declining three (3) or more assignments for which they qualify.
- A Customer requesting an employee not to return to their job site for any reason.
- “No Call/ No Show” (NCNS) or job abandonment, to an assignment or orientation accepted by the employee.
- Any violation of any other policy of the company or client.

**Re-Hire Policy.** Employees who are terminated for cause or abandoned their job may be eligible for re-hire after a one (1) year period. All re-hires require approval. If the former employee is deemed a good fit for re-hire the employee is automatically placed on a 90-day probationary period. Any policy violation during this period can and will result in immediate termination. From time to time this waiting period may be lifted during high volume seasons or as business dictates.

**Attendance Policy.** All employees are expected to be prompt and work diligently throughout the entire workday. If a person is ill or will be absent, the employee must call MSIL’s main line at 1-855-447-3968 to report the absence. Additionally, it is mandatory to follow the Customer’s call in procedure. When you leave a voice mail, speak clearly, you should state your name, company, the date and time of your call, and a callback number to ensure that we can properly identify the employee calling, otherwise the employee runs the risk that the call will not be accepted or acknowledged. Planned absences are to be reported within 48 hours, in advance from the date of the absence. In the case of an emergency it is mandatory that you notify Company staff at least two hours prior to shift start time. When calling in, if you receive the voicemail it is required that to leave a voice message for MSIL. The voice mail message should include the reason for the absence when the employee expects to return to work and how they can be reached by phone in the event of any questions. Any employee who is absent from work for more than two (2) workdays without notification or authorization is deemed to have vacated their position and are subject to immediate termination.

Employees are also expected to remain at work for their entire work schedule, except for break periods. Late arrival, early departure, or other absences from scheduled work hours are disruptive and must be avoided. If it is necessary for an employee to leave the building for personal reasons, they must clock out, and notify the supervisor and MSIL. If the employee walks off the job or is a no call/no show, they have abandoned that assignment. The assignment is ended and will not be placed back at that Customer site. MSIL may or may not give you another assignment opportunity at a different Customer location. Documentation for the reason for the absence, or tardy may be required. Employees also must inform their supervisor and MSIL in writing of the expected duration of any absence. If an employee needs off from work due to a medical emergency, the employee is required to provide a return-to-work statement. Absenteeism excused or not, may be grounds for disciplinary action up to and including termination of employment.

**Personal Calls/Cellular Phone Policy.** MSIL does not allow the use of personal cell phones during work or production time. Photos, videos or any kind of recordings are strictly prohibited on any work site. In the event of an emergency, please see your immediate supervisor for permission to use the telephone. Individuals outside of MSIL trying to reach an employee may contact the office directly. Employees must adhere to specific client rules regarding the use or possession of electronic devices on the premises.

**Meal and Rest Periods.** MSIL is committed to compliance with all legal requirements regarding meal and rest periods. It is a condition of your employment and continued employment that you agree to abide fully with the law and these rules. This means you must take legally required meal and rest periods where applicable. Failure to do so may result in disciplinary action, including the possibility of immediate discharge. Federal law does not require meal or rest periods. However, some state laws may have additional or no meal and rest period requirements. Specific information regarding meal and rest period requirements under your applicable state law may be provided by your local MSIL Representative during onboarding or from the Department of Labor at <http://www.dol.gov/whd/state/meal.htm>

Break and meal time schedules may be changed as needed due to business needs. Please follow client policies or see your Account Manager for details.

**Safety.** Your safety is important to us which is why we always strive to maintain and provide safe and healthy working conditions. MSIL will not knowingly assign or allow any Contingent Employee to work in an unsafe workplace environment. MSIL abides by all safety regulations and guidelines set forth in federal, state and local statutes. MSIL will not tolerate retaliation in any form toward anyone who in good faith reports safety concerns. Additionally, MSIL ensures the existence of sound safety practices and programs throughout all operational activities and procedures throughout the organization. Contingent Employees are required to follow the below procedures:

- Notify your MSIL Representative of any requested changes in your job duties or if you're asked to operate equipment or perform a task for which you have not been trained.
- Understand the safe practices for your general work area and your job.
- Comply with all safe work practices and wear required personal protective equipment for your job assignment.
- Wear clothes appropriate to the job you'll perform. If you have questions about what to or not wear, ask your MSIL Representative.
- Immediately report all unsafe working conditions to your onsite supervisor, as well as to your MSIL Representative.
- Operate only those machines, tools or vehicles that your MSIL Representative has indicated are part of your assignment and for which you've received instruction or training.
- If you receive a life threatening or other significant injury that requires immediate medical care, 911 should be called.
- If you receive a non-life-threatening injury, contact your MSIL Representative

### **Injuries**

Of course, we hope that you'll never be injured on the job. However, if you are, we want you to receive the most appropriate care without delay. If you receive a life-threatening or serious injury on the job that requires immediate medical attention, dial 911 immediately. For all other injuries, every Contingent Employee involved in a work-related incident must complete a report immediately, except in the case of an emergency, when it may be filled out after medical attention has been received. Failure to observe health and safety rules or report an unsafe act, may result in disciplinary action including, but not limited to, immediate termination of employment. In the event of injury, Contingent Employees are required to follow the below procedures:

1. In an emergency seek immediate medical attention.
2. Contact MSIL Representative or call 1-317-762-4001 to report the injury. Contingent Employees are required to follow all post- accident procedures as outline by the Workers Compensation department.
3. Except for an emergency, Contingent Employees may not seek medical treatment without prior authorization from MSIL.
4. Contingent Employees are required to follow all pre and post incident procedures as outlined by MSIL Workers Compensations Department.
5. The MSIL offers many different assignments requiring different physical requirements. Contingent Employees will be provided with information regarding the essential functions and requirements of the job.

Failure to follow the above procedures may reduce or illuminate potential benefits.

### **EMPLOYMENT POLICIES**

**On-the-Job Problems.** Contingent Employees are NOT to approach the customer with any employment related issues. They are MS-IL Employees and MS-IL handles all issues with your employment. Contingent Employees are encouraged to bring their on-the-job problems to the attention of MSIL. Many problems tend to stem from misunderstandings or lack of complete information. If problems are kept hidden, they tend to fester and grow out of proportion to their seriousness. If a Contingent Employee has any complaints, requests, or constructive criticism, the best way to eliminate the problem is to talk about it. Since MSIL Representatives are responsible for seeing that Contingent Employee receive fair treatment, all problems should first be discussed with them. If, after talking to a MSIL Representative, a Contingent Employee has not received a satisfactory explanation or decision, they may contact a Human Resources representative at 317-329-6800 x201 or by email at [hrstaff@ms-il.com](mailto:hrstaff@ms-il.com).

**Background Check Policy.** MSIL requires a criminal background check for all fulltime & part-time internal employees. Dependent upon customer requirements contingent employees may also be subject to criminal background checks. The background check will occur upon hire or once a conditional offer of employment has been extended to you by MSIL. Although a disqualification is possible, in accordance with Federal & State laws, a previous conviction does not automatically disqualify the individual from consideration of employment. However, convictions which required registration as a sex offender or a felony offense which occurred when the victim of the offense was under 18 years of age, will typically result in the withdrawal of a conditional offer of employment in the absence of exceptional facts that support special consideration for employment. If a candidate has a disqualifying conviction for the position to which he or she applied, MSIL will allow the person a chance to demonstrate that the exclusion should not be applied due to his circumstances. Candidates will not be assigned to work until a final decision is reached by the Review Panel.

The nature of specific criminal convictions is taken into consideration when employment decisions are made. In addition to complying with federal safety requirements and as part of supporting a safe workplace, MSIL requires all candidates who have been charged or convicted of a felony or Misdemeanor or who have a pending charge MUST disclose this information.

If the individual attempts to falsify this agreement or any other employment documents pertaining to previous criminal convictions or charges, he or she will be disqualified from any further employment opportunities due to falsification of employment documents.

Unless prohibited by law, MSIL reserves the right to rescind an offer of employment. However, if the conviction is eligible per MSIL adjudication grid, a strike may be assessed instead of termination.

If an employee has an active warrant or pending case, MSIL will follow these procedures:

**Pending Case:** Review MS-IL Adjudication Grid, Pending Charges that Do Not Meet requirements (DNM) Employee will be eligible to work until the court case has been resolved. An update will be requested on the scheduled court date, the employee profile will be set on DNA until an update has been provided. Pending Charges that Meets Requirements: Employee will be eligible to work.

**Warrant Procedure.** Review MSIL Adjudication Grid, charges that Do Not Meet Requirements the Employee will have thirty days to contact the background check vendor with documentation showing the Warrant has been closed. The Employee will stay DNA during the thirty-day period. The Background Specialist will contact the Employee with these instructions. If the Employee does not send follow up information within thirty days, the Background Specialist will begin the Adverse Action Process. If after five days there have been no disputes, the Background Specialist will request deactivation. Charges that meet requirements Employee will have thirty days to contact the background check vendor with documentation showing the Warrant has been closed. If Employee fails to resolve warrant within 30-day period EE will receive a strike. **Note:** If the employee has not been employed in over 3 months and has a pending case or warrant. Employee will be placed on DNA status. Once the employee calls in available and update will be required. If a satisfactory update is received the employee will be place Eligible and Active.

**Pre-Employment Drug Testing/ Reasonable Suspicion/Random Drug & Alcohol Testing Policy.** Prospective employees will only be asked to submit to a test once a conditional offer of employment has been extended and accepted. Specimen collection via a mouth/saliva swap may occur during orientation, which is typically held in the presence of other applicants or employees. Anyone wishing to conduct the test in a more private setting should inform the manager. All reasonable attempts will be made to accommodate this request. Company policy is intended to comply with all State and Federal laws governing drug and alcohol testing and is fully designed to safeguard employee privacy rights of the law. An offer of employment by MSIL is conditioned on the prospective employee testing negative for illegal substances. Upon receiving a conditional offer of employment, all applicants will be advised whether specimen collection will occur onsite via a saliva swab, urinalysis, or, if the client requires it, using an alternate method in an approved facility or at an approved clinic offsite. Each applicant will read and sign a Drug Screen Consent Form prior to any test being administered. Prospective employees will not be allowed to start work until the results are reviewed.

If a non-negative test result is received, and the employee wishes to contest the results the employee has the option of retesting immediately, if a non-negative test results are again received, the employee has the option to be directed to a state certified facility to conduct a follow up drug screen. The employee will have two (2) hours to report to the state certified facility to submit a specimen. The employee is responsible for all costs, associated with additional testing. If the employee fails to report to the state certified facility within two (2) hours, employment is immediately terminated. Employees that submit a specimen to the state certified facility within the two (2) hours and receive a non-negative result will be terminated. If the screen is returned as negative the employee will be placed on assignment. The test results must be returned to MS-IL Staffing & Packaging within twenty-four (24) hours. The employee may be suspended without pay until the results of the test are made available to MSIL. Employees involved in a work-related incidents may be asked to take a drug and/or alcohol test, even if no injury occurred, if there is reasonable suspicion to believe drug or alcohol use may have contributed to the incident, or if assigned to a client whose policy requires all employee's involved in an incident to take a drug and/or alcohol test, Receiving a non-negative or positive may result in termination of employment and could negatively affect your Workers Compensation benefits if found that drug or alcohol used contributed to the incident. \*If an employee receives a non-negative result for Marijuana the employee will have the option to wait 30-days to retest. During this time the employee will NOT be eligible for placement.

#### **Medical Marijuana\***

The proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. Employees are required to disclose any medication that may cause a risk of harm to the employee or to others in performing their job duties. It is each

employee's responsibility to determine from his or her physician whether a prescribed drug may impair job performance. On the job use is prohibited. If reasonable accommodation is required, the ADA request procedure must be followed.

*\*States and jurisdictions where legalized*

### **Recreational Marijuana\***

Recreational Marijuana use in the workplace is strictly prohibited and off-duty use may have residual negative effects to their job performance and safety, such as by causing dizziness or drowsiness. Employees who work in high risk positions (i.e. who operate machinery or PIT Equipment) must take reasonable steps to ensure they are fit for their job tasks when they report to work.

*\*States and jurisdictions where legalized*

### **Fit for Duty**

It is prohibited for an employee to work while under the influence of alcohol, illegal drugs, prescriptions or any other substance that may impede their ability to work safely or that place the employee or others in danger. A reasonable suspicion drug and/or alcohol test is required, upon the reasonable suspicion that the employee has violated this policy. The employee is notified by MSIL or the Customer at the time of occurrence. The employee is taken to a designated clinic for immediate drug and (or) alcohol testing. If the employee refuses to adhere to reasonable suspicion drug and/or alcohol test, or that the employee receives non-negative results, the employee may be subject to disciplinary action, up to and including termination of employment.

MS-IL reserves the right to conduct random drug screenings for employees at the request of a client. As used in this policy, "random testing" means a method of selection of employees for testing using a statistically random generator, which will ensure an equal probability of selection for individual screening for all employees.

Employees who refuse to submit to the test and/or receive a non-negative test result are eligible to follow our drug test policy. If an employee chooses not to abide by the policy, immediate termination will occur.

**Overtime Policy.** The MSIL pays overtime to non-exempt hourly employees in accordance with the Fair Labor Standards Act. The MSIL pays time-and-a-half; one and one-half times a non-exempt employee's rate for all hours worked over 40 hours in any given work week. Overtime pay shall not be paid twice for the same hours. Paid hours not actually worked, including holiday pay, will not be counted toward the 40-hour work week required to receive overtime pay. Employees cannot work over 40 hours combined if working at 2 different assignments with MS-IL and cannot be assigned to customers if they are currently employees of or are working through another agency. No overtime may be worked by non-exempt employees unless specifically authorized by management. If you exceed 40 hours without management approval, it is considered a violation of this policy and you are subject to disciplinary action up to and including termination of employment.

**Immigration and Reform Control Act (IRCA).** In compliance with the Immigration Reform and Control Act of 1986, every new employee, as a condition of employment, must provide information to complete the Employment Eligibility Verification Form I-9. Every new employee must present documentation establishing identity and employment eligibility from the Form I-9 list of acceptable documents within three (3) days from the date of hire. Former employees who are rehired must also provide Form I-9 information and must also complete the form if they have, or if their previous Form I-9 is no longer retained or valid. MSIL may photocopy and retain copies of the documents provided by employees.

**E-Verify Participation.** MSIL participates in E-Verify. MSIL will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization to determine identity and employment eligibility.

**Statement of Hours Worked.** The employee is to be at the Customer's location, clocked in and ready to work at the time the shift begins. More employees may show up to work than what is needed, and employees are assigned on a first come-first serve basis, unless the supervisor was provided with a specific list of employees. Supervisors and regular employees working onsite are not subject to the terms of first come-first serve based assignments. Employees will not be paid for time spent commuting to and from a Customer's location or one of the MSIL's offices. In addition, time spent waiting for an assignment at the Customer's location will not be paid. The employees shift begins once the employee arrives at the Customer's location, clocks in, and begins to perform job duties.

## **BENEFITS**

**Medical Insurance.** MSIL provides medical insurance benefits in accordance with the ACA for eligible contingent employees who work at least 30 hours per week. Benefit eligibility may also be dependent upon your contingent employee classification (full-time

versus part-time, for example) and on length of continuous employment at the MSIL. Benefit eligibility requirements may also be imposed by the plans themselves. The Affordable Care Act creates a new type of online marketplace for purchasing health insurance coverage. This marketplace is referred to as a Health Insurance Marketplace, or an Exchange. Employees are not required to purchase insurance coverage through the Marketplace. MS-IL Staffing & Packaging is providing this notice to help employees understand the health insurance coverage options that are available. Employees can find and compare health insurance plans through the Marketplace. Additional information on the health care reform law and the Marketplace is available at [www.healthcare.gov](http://www.healthcare.gov).

### **Referral Bonus**

MSIL offers a referral bonus for current employees who are in good standing (Good attendance, conduct and performance, etc.) There are general rules and guidelines that determine eligible or ineligible referrals. For details on how you could qualify for referral bonuses, please contact your Account Manager or an MSIL Representative.

**City/State Paid Sick Leave Ordinances.** Contingent Employees who perform work in cities or states that have paid sick leave ordinances or laws will receive information during onboarding regarding the requirements of the law.

**Family & Medical Leave Act.** MSIL's Family and Medical Leave Act (FMLA) Policy complies with the Federal FMLA and applicable state laws in granting leave without pay to eligible Contingent Employees for up to 12 weeks in a 12-month period. This FMLA leave is a guaranteed period eligible Contingent Employees can be absent from work with job protection. Contingent Employees can request or use FMLA leave to cover the time they need to be away from work for any of the following purposes:

- To care for a newborn child or a newly adopted or newly placed foster care child, if the leave is taken in the year following the child's birth or placement
- To care for a child, spouse, or parent who has a serious health condition
- To provide Contingent Employees time to attend to their own serious health condition that leaves them unable to perform their job
- Military Family Leave Entitlements: Eligible Contingent Employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-employment reintegration briefings.
- FMLA also includes a special leave entitlement that permits eligible Contingent Employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month
- period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.
- There are specific rules regarding issues such as eligibility, notices, health care provider certifications, and reinstatement.
- A copy of your rights under the FMLA and a more detailed statement of our policies under the FMLA are posted with other important notices in the office. Please contact your MSIL Representative or HR Department for a copy of the policy or other detailed information about this benefit.

**SPECIAL NOTE:** We comply with all requirements, prohibitions, and other provisions of the state and local laws applicable in areas where we operate or do business. If a state or local law entitles you to more generous benefits than the FMLA, you receive the more generous benefits.

### **Confidentiality**

In the course of your employment with us and work assignments with our clients, you may be given access to information, documents, and other materials which belong to us or a client that are considered proprietary and confidential. Any and all such information should be treated as strictly confidential and should only be used or accessed by you in connection with your work assignments as our Contingent Employee. Any access use or disclosure of such information, other than in the course of your work assignment, is not allowed unless first authorized in writing by us and/or a client.

**MSIL Privacy Notice for U.S. Residents.** MSIL cares about the privacy of our applicants, Contingent Employees and clients. This notice contains information about how we handle your personal information. We collect and process your personal information for the following purposes when necessary:

- To maintain our contractual or business relationship with you
- For employment-related services where applicable
- To tell you about the products and services we offer
- To contact and correspond with you
- For the management and defense of legal claims and actions, compliance with court orders and other legal obligations and regulatory requirements, and as otherwise permitted by law MSIL may disclose your personal information for these purposes to other MSIL entities, affiliates, suppliers, subcontractors who perform services on our behalf, clients if you are seeking employment, an acquiring organization if MSIL is involved in the sale or transfer of some or all of its business, and where we are otherwise required to do so, such as by court order.

MSIL collects, processes, and discloses sensitive personal information, such as Social Security Numbers, only if required to comply with legal obligations, if there is a compelling business reason to do so, or with your consent.

**Disclaimers & Employee Attestations.**

I declare all information I provided or will provide to be a truthful and complete statement of facts which, if found false, will constitute grounds for refusal of hire or termination of my employment. Company may contact my former employers, and release all parties concerned from any liability arising from such investigation in consideration of my being considered for employment. I agree to conform to the rules and regulations set forth by MSIL and their Clients. I also agree and understand that if provided, my electronic mail address, Twitter account, and Facebook page can be used for the purpose of contacting me as it pertains to Company jobs, Company information or documentation purposes. If I would like to remove my name from this mailing list, I may contact MSIL at any time.

**Jury Waiver.** In consideration of my application for employment with MSIL and if I am offered employment and accept employment, then in further consideration of that employment, I hereby waive and relinquish any right that I may possess to have any claim that I may bring at any time against MSIL tried to a jury. I acknowledge that I understand my rights being waived by my signature on the proceeding acknowledgment and further acknowledge that I enter this Jury Waiver knowingly and voluntarily.

**Choice/Forum of Law.** I understand and agree that the terms of this Employment Application and any and all agreements herein are governed by and shall accordingly be interpreted pursuant to the state laws in which I am employed. I further understand and agree that any lawsuit, litigation or other claim arising out of this Employment Application or any terms herein shall be brought before a court of competent jurisdiction in the County in which I am employed or in the United States District Court for the Southern District of Indiana.