

# Employment Policies

## Equal Employment Opportunity:

A. TradesExchange is committed to fair treatment in employment and is an equal opportunity (EEO) employer. We provide an honest and welcome environment for all our employees. TradesExchange strives to match the most qualified workers to the needs of our valued clients regardless of race, color, religion, creed, age, sex, gender, sexual orientation, pregnancy, national origin, disability, or any other legally protected status under federal, state, or local laws, including the Tennessee Human Rights Act (T.C.A. § 4-21-101 et seq.).

B. TradesExchange's policy is to hire, train, evaluate, and provide promotions and advancement opportunities to all of our employees based generally on qualifications, quality of work, performance, and other non-discriminatory factors.

C. TradesExchange will not honor any customer request to violate this policy. TradesExchange will explain to any customer making a discriminatory request that such requests cannot be filled, and that TradesExchange will provide that customer with the best qualified temporary employee available.

D. The law and TradesExchange policy prohibit coworkers and third parties, as well as supervisors and managers, from engaging in any discriminatory conduct that violates any federal, state or local laws.

E. TradesExchange complies with federal and state equal opportunity laws, including the Tennessee Human Rights Act, and strives to keep the workplace free from all forms of harassment, including sexual harassment. TradesExchange considers harassment and bullying in all forms to be a serious offense.

F. In addition, TradesExchange prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

## Harassment Prevention:

TradesExchange prohibits harassment on the basis of race, color, religion, creed, age, sex, gender, sexual orientation, pregnancy, national origin, disability, or any other legally protected status under federal, state, or local laws, including but not limited to the Tennessee Human Rights Act. TradesExchange does not tolerate harassment of employees because of a protected characteristic in the workplace or in a work-related situation. TradesExchange's policy prohibiting harassment applies to all persons involved in the operation of TradesExchange. TradesExchange prohibits harassment, bullying, disrespectful or unprofessional conduct by any employee of TradesExchange, including supervisors, managers and co-workers. TradesExchange's anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working. Behavior that demonstrates mutual respect is expected of all employees at all times under all circumstances.

Prohibited harassment, bullying, disrespectful or unprofessional conduct includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes/comments, slurs, or unwanted sexual advances, invitations, or messages;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, or gestures;
- Physical conduct including assault, unwanted touching, blocking normal movement, or interfering with work;
- Threats or demands to submit to sexual requests as a condition of employment or offers of benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment;
- Electronic communications that include any conduct prohibited by law or TradesExchange policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. Prohibited harassment is not just sexual harassment but harassment based on any protected category.

## Non-Discrimination:

TradesExchange is committed to compliance with all applicable laws providing equal employment opportunities, including the Tennessee Human Rights Act and federal Title VII. This commitment applies to all persons involved in TradesExchange operations. TradesExchange prohibits unlawful discrimination against any job applicant, employee or unpaid intern by any employee of TradesExchange, including supervisors and coworkers.

## Anti-Retaliation:

TradesExchange will not retaliate against employees for filing a complaint or participating in any workplace investigation and will not tolerate or permit retaliation by management, employees or coworkers.

## Reasonable Accommodation:

To comply with applicable laws, including the Americans with Disabilities Act and the Tennessee Disability Act (T.C.A. § 8-50-103), TradesExchange will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship or a direct threat would result. Any job applicant or employee who requires an accommodation should contact a TradesExchange representative and discuss the need for an accommodation. TradesExchange will engage in an interactive process with the employee to identify possible accommodations.

Anyone who requires an accommodation of a religious belief or practice (including religious dress and grooming practices) should also contact a TradesExchange representative and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, TradesExchange will make the accommodation.

## Complaint Process:

If you believe that you have been subjected to conduct in violation of the policies detailed above, you should bring your complaint to your supervisor or to TradesExchange's HR Director, Legal Director, or President, as soon as possible after the incident. Please provide all known details of the incident, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory. TradesExchange encourages all individuals to report any incidents immediately so that complaints can be quickly and fairly resolved.

When TradesExchange receives allegations of misconduct, it will immediately undertake a timely, thorough and objective investigation. TradesExchange will maintain confidentiality to the extent possible, though complete confidentiality cannot be guaranteed due to the obligation to investigate and take corrective action.

Any employee determined by TradesExchange to have violated its policies will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for misconduct.

## **Working Hours / Meal Periods and Rest Periods:**

TradesExchange provides employees with details concerning the job assignment and work hours. Some assignments involve an eight-hour work day and some may be shorter and may require overtime. In accordance with Tennessee law (T.C.A. § 50-2-103(h)), a 30-minute unpaid meal or rest period is provided to all employees scheduled to work six (6) or more consecutive hours, except in workplace environments where the nature of business provides ample opportunity to rest or take an appropriate break. Meal periods are duty-free and uninterrupted. Per diem is not offered except as required by applicable law.

TradesExchange authorizes and permits all non-exempt employees to take rest periods. Employees may generally take two 10-minute rest periods in a full work day; one in the morning and one in the afternoon. Employees are paid for these rest periods and do not clock in or out for them. Non-meal breaks of less than twenty (20) minutes are paid time per federal Department of Labor guidelines. Employees may not combine their rest periods with any meal periods and may not skip rest periods so they can leave work early.

Employees that are unable to take a rest period, or that have their rest period interrupted, must inform their immediate supervisor or TradesExchange immediately.

## **Overtime:**

Tennessee does not have a state overtime law; therefore, the federal Fair Labor Standards Act (FLSA) applies. Non-exempt employees will be paid at a rate of one and one-half (1.5) times their regular hourly rate for all hours worked over forty (40) in a workweek. Overtime must be authorized by your supervisor or TradesExchange management. Working unauthorized overtime may result in disciplinary action.

## **Paycheck Errors:**

TradesExchange takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled paydays in compliance with T.C.A. § 50-2-103. In the unlikely event there is an error in the amount of pay, the employee should promptly bring the discrepancy to any employee of TradesExchange.

## **Safety:**

TradesExchange prides itself in making safety our top priority. We comply with all applicable TOSHA (Tennessee Occupational Safety and Health Administration) and federal OSHA regulations. We encourage the reporting of near misses in the workplace, hazards, and/or safety suggestions. You can submit anonymous safety suggestions or report workplace hazards by contacting the Corporate Safety Office.

## **Workers' Compensation:**

If you suffer a work-related injury or illness, no matter how minor, you must immediately report it to your supervisor and to our designated injury reporting hotline so that you can receive the proper treatment and TradesExchange can take steps to help prevent similar injuries or illnesses from occurring. This line is available 24 hours a day, 7 days a week and 365 days a year. TradesExchange's workers' compensation program covers all eligible employees in accordance with the Tennessee Workers' Compensation Law (T.C.A. § 50-6-101 et seq.). For more information, please contact any employee in the Corporate Workers' Compensation Department.

## **Drug Free Work Place:**

It is the purpose of TradesExchange to help provide a safe and drug-free work environment for our employees and clients. TradesExchange may participate in the Tennessee Drug-Free Workplace Program (T.C.A. § 50-9-101 et seq.), which provides for a 5% premium credit on workers' compensation insurance and a shift in the burden of proof in workers' compensation claims involving a positive drug or alcohol test. Use of alcohol and illegal drugs as it affects the workplace can adversely affect an employee's work performance, efficiency, safety, and health.

The following rules and standards of conduct apply to all employees either on TradesExchange property or during the workday (including meal periods and rest breaks). TradesExchange strictly prohibits the following:

- Possession, use of, or being under the influence of alcohol;
- Distribution, sale, or purchase of an illegal or controlled substance;
- Possession, use of, or being under the influence of an illegal or controlled substance, unless under the direction of a certified physician.

This policy also applies to marijuana, regardless of its legal status in any jurisdiction. Under Tennessee's Drug-Free Workplace Program, employees who test positive for drugs or alcohol following a workplace injury may be presumed to have been impaired, and workers' compensation benefits may be denied until the employee overcomes that presumption with clear and convincing evidence. Employees who refuse to submit to drug or alcohol testing forfeit eligibility for workers' compensation medical and indemnity benefits as provided under Tennessee law. Violation of these rules will not be tolerated. TradesExchange may bring violations to the attention of appropriate law enforcement authorities.

TradesExchange may conduct drug and/or alcohol testing under any of the following circumstances (if allowable under Tennessee law):

**1. RANDOM TESTING:** Employees may be selected at random for drug and/or alcohol testing at an interval determined by TradesExchange, if permitted by applicable law.

**2. FOR-CAUSE TESTING:** TradesExchange may ask an employee to submit to a drug and/or alcohol test at any time that there is reasonable suspicion that the employee may be under the influence of drugs or alcohol. Reasonable suspicion determinations will be documented in writing within 24 hours of the observed behavior, as required by Tennessee's Drug-Free Workplace Program rules.

**3. POST-ACCIDENT TESTING:** Any employee whose conduct could have contributed to a workplace incident that harmed or could have harmed employees may be asked to submit to a drug and/or alcohol test. In emergency situations, employees will receive medical treatment before specimen collection.

**4. REFUSAL TO UNDERGO TESTING:** Employees who refuse to submit to testing may be subject to immediate discharge and forfeiture of workers' compensation benefits as provided under T.C.A. § 50-9-104.

All drug and alcohol testing will be conducted at facilities licensed and approved by the Tennessee Department of Health or the U.S. Department of Health and Human Services. Questions regarding this policy should be directed to Human Resources or the Legal Director.

## **Firearms, Weapons, and Explosives Policy:**

A. Firearms, weapons, and explosives are not permitted in the corporate office, branch offices, or in any company owned or leased vehicle at any time. This includes any place where company business is being conducted, such as vendors, client locations, and client work-sites. This applies to concealed and openly carried weapons.

B. Employees will not bring or possess firearms, weapons, or explosives on company premises. However, pursuant to Tennessee law (T.C.A. § 39-17-1313), employees who hold a valid handgun carry permit may store firearms in their personal locked vehicle in the company parking area, provided the firearm is kept out of sight and the vehicle is locked at all times.

C. Weapons include, but are not limited to, guns, batons, brass knuckles, knives or swords with blades, explosives, and any chemical whose purpose is to cause harm to another person. This list is non-exhaustive.

D. The Company reserves the right to inspect, search and monitor employees and their personal property on company, client locations, or client work-site premises while performing work to ensure compliance with this policy.

E. Any violation of the Firearms and Weapons Policy can lead to discipline, up to and including immediate termination.

**Amendments:**

This Handbook is reviewed, amended, and revised if necessary, on a yearly basis. Employees may or may not be provided with notice of all amendments and revisions to this Policy.

**EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK**

I have received my copy of TradesExchange's Policies. I understand and agree that it is my responsibility to read, familiarize myself, and abide by the policies, practices, guidelines, and procedures contained in the disclosure. If I do not understand any of the policies contained within, I understand I have the responsibility to contact human resources regarding any question.

I understand that TradesExchange can change any and all policies or practices at any time. I also understand that if the disclosure is translated into another language, and if there are any differences between the translated disclosure and the English version, the English version controls.

I further understand that my employment with TradesExchange is at-will under Tennessee law and that I or TradesExchange may terminate employment at any time, with or without reason or notice. The at-will policy cannot be altered by any TradesExchange employee other than Corporate HR and such agreement must be in writing signed by both me and the President or CEO. I have not entered into such an agreement.

**EMPLOYEE CERTIFICATION**

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Employee Signature

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Printed Name

Date