



# **Employee Handbook Supplement: Missouri**

# Missouri Supplement

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## **General Information**

### **About This Missouri Supplement**

SterlingRisk is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, Missouri employees will receive the Company's Employee handbook and the Missouri Supplement to the Employee Handbook.

The Missouri Supplement, however, applies only to Missouri employees. It should be read together with the Employee Handbook and, to the extent that the policies in the Missouri Supplement, or what is required under Missouri or local law are different from, or more generous than those in the Employee Handbook, the policies in the Missouri Supplement or required under applicable law will apply.

The Missouri Supplement is not intended to create a contract of continued employment or alter the at-will employment relationship. Only the Chief Executive Officer has the authority to enter into an agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the Chief Executive Officer.

If employees have any questions about these policies, they should contact the Human Resources Department.

## **Commitment to Diversity**

### **Equal Employment Opportunity**

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

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

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

## **Time Off and Leaves of Absence**

### **Pregnancy Accommodation (Kansas City)**

In addition to the pregnancy accommodations provided in accordance with the federal Pregnant Workers Fairness Act (PWFA), as described in the Employee Handbook, the Company will make reasonable accommodations in accordance with Kansas City, Missouri, law for known physical or mental limitations related to the pregnancy,

childbirth or related medical conditions of a qualified employee, unless the accommodation would impose an undue hardship on the operation of the Company's business.

"Known physical or mental limitations" are those that the employee or their representative has communicated to the Company.

Employees who wish to inform the Company of such a limitation and/or request a reasonable accommodation under this policy should contact the Human Resources Department, preferably specifying in writing what barriers or limitations prompted the request. The Human Resources Department will evaluate information provided regarding any reported or apparent barriers or limitations and will then communicate with the employee and engage in an interactive process to determine the nature of the limitation and what, if any, reasonable accommodation(s) may be appropriate. If, through this interactive process, the Company and the individual arrive at a reasonable accommodation that does not impose an undue hardship on the operation of the Company's business, the Company will make that accommodation.

Employees who wish to request time away from work to accommodate a limitation related to pregnancy, childbirth or a related medical condition should contact the Human Resources Department. However, the Company will not require a qualified employee to take leave if another reasonable accommodation can be provided. The Company prohibits discrimination on the basis of pregnancy, childbirth or related medical conditions.

The Company also will not take adverse action against a qualified employee because they request or use reasonable accommodations in accordance with this policy.

### **Civil Air Patrol Leave**

Any employee who has qualified for a Civil Air Patrol emergency service specialty or who is certified to fly counter narcotics missions will be granted a leave of absence to perform Civil Air Patrol emergency service duty or counter narcotics missions. Such leave may not exceed 15 working days in any calendar year.

Any employee seeking leave under this policy must notify the Human Resources Department as far in advance of the leave requested as possible. This leave does not count as a loss of any regular leave or of any other rights and benefits the employee is entitled to and is separate and independent of time spent responding to a state or nationally declared emergency within the state of Missouri.

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

### **Emergency Responder Leave**

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

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

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

### **Military Leave**

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

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

### **Crime Victim Leave**

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

Employees are eligible for time off under this policy if they are: (1) the victim of the crime or juvenile delinquent act at issue in the proceeding; (2) a member of the victim's immediate family; (3) the victim's next of kin or guardian when the victim is deceased or disabled; or (4) the family member of a minor, incompetent or homicide victim.

Time off under this policy will not be compensated except that exempt employees will not incur any reduction in pay for a partial week's absence for leave to appear as a witness and will otherwise be paid in compliance with applicable law. In addition, employees will not be required to use any vacation time, personal time or sick leave during the absence.

### **Domestic Violence Leave and Accommodations**

Employees who are victims of domestic or sexual violence or have a family or household member who is a victim of domestic or sexual violence and whose interests are not adverse to the employee as it relates to the domestic or sexual violence, may take up to two workweeks of leave during any 12-month period to address the domestic or sexual violence.

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

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

Employees may use leave for any of the following reasons:

- Seeking medical attention for or recovering from physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;
- Obtaining services from a victim services organization for the employee or the employee's family or household member;

- Obtaining psychological or other counseling for the employee or the employee's family or household member;
- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence or to ensure economic security; or
- Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

A "family or household member" means:

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

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

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

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

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

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

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

## **Reasonable Safety Accommodations**

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

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

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

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

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

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

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

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

## **Safety and Security**

### **Weapons in the Workplace**

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

## Receipt & Acknowledgment of Missouri State Addendum

As an employee of the Company, I acknowledge the following:

- I have received a copy of the Missouri State Addendum. I understand that the Employee Handbook contains important guidelines and information about the organization's policies, work rules and my benefits, and that it does not necessarily represent all the policies and practices of the organization. I also understand that I have the responsibility to read and understand the information in the Handbook, and the Missouri State Addendum, and to ask my supervisor or the Human Resources Department for clarification of any information I do not understand.
- I understand that this Handbook and the Missouri State Addendum is not a contract of employment, express or implied, or a guarantee of specific treatment in specific situations. I understand that neither this Handbook nor any representation made by a management representative at the time of hire or subsequently is to be interpreted as a contract between the Company and its employees. I understand that the Employee Handbook and the Missouri State Addendum supersedes all prior Handbooks, policies and understandings on the subjects contained in it.
- I understand that the organization has the right to change, modify, add to, substitute, or eliminate, interpret, and apply, in its sole judgment, the policies, rules and benefits described in this Handbook. I understand that the Company CEO is the only person who is authorized to make changes in the policies, rules and benefits described in this Handbook and that all such changes must be in writing to be valid. I understand that should the content be changed in any way; the organization may require an additional signed acknowledgment from me to indicate that I am aware of the changes. I also understand that the CEO is the only person who will ever have the authority to enter into an employment contract, and that all such contracts must be in writing and signed by both parties to be valid.
- I understand that my employment relationship with the organization is at-will, regardless of the length of my employment or the granting of benefits of any kind, which means that either the organization or I can terminate the relationship at any time, with or without reason or notice, unless otherwise stated in a written employment contract,
- By my signature below, I further understand, acknowledge, accept, and consent to all Company policies within this Employee Handbook and Missouri State Addendum and those posted on the Company's intranet, STRIVE, including Workplace Monitoring, Anti-Sexual Harassment and Anti-Discrimination Policy.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Name: \_\_\_\_\_