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Wellness Representative Code of Conduct Company Policy

Revision Date 09/11/18

## List of Company Locations



**Main Office** 

7617 Arlington Rd. Bethesda, MD 20814

For Human Resources or Payroll Questions contact: Human Resources at <u>HR@wellnesscorporatesolutions.com</u>





The following pages contain an overview of the Code of Conduct Company Policy of Wellness Corporate Solutions, LLC, Inc. (hereby referred to as "Wellness Corporate Solutions, LLC" or the "Company"). This is not an employment contract and is not intended to create contractual obligations of any kind.

Wellness Representative, our Wellness Representative Code of Conduct Company Policy applies to all our Wellness Representatives and outlines our expectations regarding behavior towards their colleagues and overall organization.

We promote freedom of expression and open communication. But we expect all Wellness Representatives to follow our code of conduct. They should avoid offending, participating in serious disputes and disrupting our workplace. We also expect them to foster a well-organized, respectful and collaborative environment.

The procedures and procedures outlined in this policy will be applied at the discretion of Wellness Corporate Solutions, LLC and Wellness Corporate Solutions, LLC reserves the right to modify, update, disregard, suspend, rescind, or deviate from the policies and/or, procedures at any time. The Company retains the sole discretion to interpret and apply the language. We will notify all Wellness Representatives when an official change in policy or procedure has been made.

Violations of the Wellness Representative Code of Conduct Company Policy can result in disciplinary action up to and including indefinite administrative hold.

Wellness Corporate Solutions, LLC values the many talents and abilities of its Wellness Representatives and seeks to foster an open, cooperative and dynamic environment where Wellness Representatives and the company alike can thrive. If you would like further information or have questions about any of the items outlined in this Wellness Representative Code of Conduct Company Policy, please feel free to bring them to the attention of the Human Resources Department via email at HR@wellnesscorporatesolutions.com



## **Standard Employment Practice**

#### **At Will Employment**

Wellness Corporate Solutions, LLC does not offer tenured or guaranteed employment. Unless Wellness Corporate Solutions, LLC has otherwise expressly agreed in writing, your employment is "at will" and may be terminated by you or by Wellness Corporate Solutions, LLC at any time, with or without cause, with or without notice. Each Wellness Representative's employment relationship with the Company is voluntarily entered into and Wellness Representatives are free to resign at any time with or without notice. Similarly, the Company is free to end any employment relationship at any time, with or without cause and with or without notice. Accordingly, there is no promise that your employment will continue for a set period of time or that a Wellness Representative's employment will be terminated only under particular circumstances. The relationship between the Company and the Wellness Representative is and always will be one of voluntary employment 'at-will.'

In addition, the Company may make decisions regarding other terms of employment (including demotion, promotion, compensation, benefits, and job duties) with or without cause or advance notice. Only the President/CEO of the Company can enter into an agreement contrary to this policy. Any such agreement must be in writing and signed by both the Wellness Representative and the President/CEO.

#### **Discrimination and Harassment**

The Company will not tolerate unlawful discrimination or harassment in the workplace. In connection with this policy, the Company expressly prohibits any form of unlawful discrimination and harassment based on race, creed, genetic characteristics, gender, color, religion, sex, national origin or ancestry, age, mental or physical disability, marital status, sexual orientation, veteran/military status, gender identity/transgender status, pregnancy, childbirth or related medical conditions, or any other characteristic protected by applicable state, federal, or local laws(except where a bona fide occupational qualification is required). Improper interference with the ability of Company Wellness Representatives to perform their expected job duties is not tolerated.

Harassment includes unwelcome verbal, visual or physical conduct creating an intimidating, offensive, or hostile environment. Examples of harassment include verbal (including slurs, jokes, insults, epithets, gestures or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays, or e-mails), or physical conduct (including physically threatening another, blocking someone's way) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct constitutes harassment when: 1) it has the purpose or effect of creating an intimidating, hostile, or offensive working environment; or 2) it has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) it otherwise adversely affects an individual's employment. With respect to sexual harassment, the Company prohibits the following conduct:

- Unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
  - Submission to such conduct is made either explicitly or implicitly a term or condition of employment;



- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
- Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
- Offensive comments, jokes, innuendoes, and other sexually oriented statements.

Examples of the types of conduct expressly prohibited by this policy include, but are not limited to, the following:

- Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair, or brushing against another's body
- Sexually suggestive touching
- Grabbing, groping, kissing, or fondling
- Violating someone's "personal space"
- Whistling
- Lewd, off-color, sexually oriented comments or jokes
- Foul or obscene language
- Leering, staring, or stalking
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons
- Unwanted or offensive letters or poems
- Sitting or gesturing sexually
- Offensive e-mail or voice-mail messages
- Sexually oriented or explicit remarks, including written or oral references to sexual conduct
- Gossip regarding one's sex life, body, sexual activities, deficiencies, or prowess
- Questions about one's sex life or experiences
- Repeated requests for dates
- Sexual favors in return for employment rewards, or threats if sexual favors are not provided
- Sexual assault or rape
- Any other conduct or behavior deemed inappropriate by the Company

#### **Reporting Discrimination and Harassment**

It is the responsibility of the Company and each Wellness Representative to create an atmosphere free of discrimination and harassment. In addition, it is the responsibility of each Wellness Representative to respect the rights of his or her co-workers. If you experience or observe any hostile conduct or harassing behavior, or believe that you have been treated in an unlawful discriminatory manner, because of race, creed, genetic characteristics, gender, color, religion, sex, national origin or ancestry, age, mental or physical disability,



marital status, sexual orientation, veteran/military status, gender identity/transgender status, pregnancy, childbirth or related medical conditions, or any other characteristic protected by applicable state, federal, or local laws(except where a bona fide occupational qualification is required), you must immediately report the

matter (in writing) to Human Resources at HR@wellnesscorporatesolutions.com. Upon receipt of a complaint, the Company will undertake a prompt and thorough investigation of the allegations. Confidentiality will be maintained concerning the allegations and the investigation to the extent possible, and particularly when it is determined by the Company that any of the following factors are present:

- Witnesses need protection;
- Evidence is in danger of being destroyed;
- Testimony is in danger of being fabricated; or
- There is a need for confidentiality in order to prevent a cover up.

Wellness Representatives who fail to cooperate with an investigation conducted pursuant to this Policy, or who breach confidentiality resulting in a threat to the integrity of the investigation, may be disciplined up to and including termination.

If the investigation establishes that an individual has engaged in harassing, discriminatory, or other wrongful or inappropriate conduct, disciplinary action, up to and including indefinite administrative hold, will be taken against the offending Wellness Representative.

The company prohibits retaliation against those who make a bona fide complaint.

#### **Immigration Law Compliance**

Federal regulations require that on their first day of employment, the Wellness Representative must complete and sign the Federal Form I-9, Employment Eligibility Verification Form, and present documents of identity and eligibility to work in the U. S. If a Wellness Representative's work authorization expires, The Company must re-verify the Wellness Representative's employment eligibility on the original I-9 form no later than the date the Wellness Representative's work authorization expires. If a Wellness Representative, at any time, cannot verify the right to work in the United States, the Company may be obligated to place the Wellness Representative on indefinite administrative hold.

#### **Standards of Conduct**

Wellness Corporate Solutions, LLC expects that all Wellness Representatives conduct themselves in a professional and ethical manner. A Wellness Representative should not conduct business that is unethical in any way, nor should a Wellness Representative influence other Wellness Representatives to act unethically. Furthermore, a Wellness Representative should report any dishonest activities or damaging conduct to an appropriate team member.

In the event that you become aware of another Wellness Representative's behavior or actions, which you believe are inappropriate, illegal, problematic, or in any way inhibit or affect your job performance or the Wellness Corporate Solutions, LLC work environment, you should discuss such behavior or actions with the Human Resources Department via email at HR@wellnesscorporatesolutions.com

All reasonable concerns will be promptly, thoroughly and confidentially investigated by Wellness Corporate Solutions, LLC and, where necessary, appropriate corrective action will be taken. You should not discuss such actions or behavior with other Wellness Corporate Solutions, LLC Wellness Representatives. Your discussing such matters with other Wellness Representatives may – in and of itself – create an



unacceptable work environment for which you will be held responsible and for which you may be disciplined in accordance with Wellness Corporate Solutions, LLC's disciplinary policy.

#### Fraud, Waste and Abuse

Wellness Corporate Solutions, LLC requires all of its work force to exercise due diligence in the prevention, detection and correction of fraud, waste and abuse. WCS promotes an ethical culture of compliance with all local, state and federal regulatory requirements and mandates the reporting of any suspected fraud, waste and abuse to the Human Resources Department.

**Fraud**: Is the intentional misuse of information in order to persuade another to part with something of value or to surrender a legal right. It could also be an act of planned deception or misrepresentation. *Example* - A Wellness Representative operates a sideline business directing participants to get personalized coaching through their service.

**Waste**: To use, consume, spend or expend thoughtlessly or carelessly. *Example* - Resorting to paper although everything could be handled electronically. Time wasted in unnecessary processing constitutes abuse.

**Abuse:** Actions that may directly or indirectly result in a manner that improperly uses program resources for personal gain or benefit.

*Example* - A Wellness Representative uses company property to send spouse's e-catalog of products for purchase to everyone.

#### **Employment References & Verifications**

Wellness Corporate Solutions, LLC has selected The Work Number® service from Equifax to provide automated income and employment verifications. The Work Number from Equifax is a fast and secure way to provide proof of your employment or income, a necessary step in many of today's life events including obtaining credit, financing a home or automobile, obtaining a housing lease or securing government benefits or services. The Work Number simplifies the verification process and accelerates qualifying decisions through an online system available to verifiers 24 hours a day, 7 days a week.

Hundreds of thousands of credentialed verifiers rely on The Work Number for rapid access to information critical to their decision process, and thousands of employers nationwide have entrusted The Work Number to provide this important service on behalf of their employees.

Additionally, the employees who work for organizations that contribute information to The Work Number can access one (1) free Employment Data Report (EDR) each year through <u>www.theworknumber.com</u>. The EDR provides complete historical employment and income information, as well as a listing of verifier requests for the past two years.

For additional information about The Work Number or accessing your Employment Data Report, please visit <u>www.theworknumber.com/employees</u> and use the log-in information below.

For Wellness Corporate Solutions employees, the default ID and PIN scheme is: User ID: SSN PIN Scheme: Last 4 of SSN + 4 digit year of birth



## **General Policies and Procedures**

#### **Reporting Changes**

You are responsible for promptly updating Shiftboard with any personal changes as it relates to your name, address and telephone number. You must also notify Human Resources at <u>HR@wellnesscorporatesolutions.com</u> for address changes.

#### **Time Keeping**

It is the Company's policy to comply with applicable laws that require records to be maintained of the hours worked by our Wellness Representatives. To ensure that accurate records are kept of the hours you actually work and to ensure that you are paid in a timely manner, Wellness Representatives are required to record time worked in Shiftboard. Please ensure that your actual hours worked are recorded accurately. **Falsification of a timecard is a breach of Company policy and is grounds for disciplinary action, including the possibility of indefinite administrative hold.** 

#### **Event Details and Expectations**

All Wellness Representatives are required to maintain the highest level of professionalism at all onsite events. WCS Wellness Representatives agree to the following

- o Communicate issues/challenges/questions with only the onsite Event Lead and WCS corporate staff.
- No smoking while on site representing WCS at client events.
- No use of alcohol and/or illegal drugs of any sort while on site and representing WCS at client events.
- No bringing weapons, including those with a legal permit, onto the premise of a WCS event.
- No discussing information regarding other clients and/or work assignments while on site.
- o Turn off or put away any cell phones or smart phones, or personal tablets while working
- No eating or drinking at or near the screening stations.

#### **Attendance & Punctuality**

Regular attendance and punctuality are essential to the highest quality performance and in preventing undue work for fellow Wellness Representatives. All duties and work schedules have been planned so that efficient, dependable service is uninterrupted. It is the responsibility of the Wellness Representative to notify the after-hours emergency line (301-229-7555, opt 7, then #1) in the event of lateness or cancellations. Failure to do so will result in an infraction or possible administrative hold.

#### **Availability for Work**

Wellness Representatives must be available for work during the shifts they have assigned themselves to. If, for any reason, there is a change in your work availability status, you must notify the Talent Acquisition team (2) week prior to the event. Failure to do so will result in an infraction or possible administrative hold.



#### WCS Travel Policy

Travel from your home to the event is considered "regular commute" and not compensable. As you are aware, you are free to choose any event which is convenient for you and you are comfortable traveling to that location as part of your work commute. WCS does NOT provide reimbursement for travel time, mileage, tolls, parking, rental car, or hotel accommodations unless pre-approved with a Recruiter from the Staffing team in writing, as an event specific bonus. If your travel reimbursement has been pre-approved, all travel expenses (e.g., tolls, parking) must be submitted in the "Expense Notes" section of your timecard with reference to the Recruiter with whom the arrangement was made. Please specify mileage, tolls, etc. by the actual dollar amount or you will NOT be reimbursed. You do not need to submit your receipts, but please keep all receipts until your paycheck has been received.

#### **Drugs and Alcohol**

Wellness Corporate Solutions, LLC will not tolerate the manufacture, distribution, dispensing, use, possession and/or sale of alcohol, drugs, or other controlled substance (i.e. alcohol, marijuana, or illegal drugs) at any events.

Wellness Representatives using or possessing alcohol or illegal drugs on company property or while at work or who report to work under the influence of alcohol or illegal drugs will be subject to disciplinary action, up to and including indefinite administrative hold.

#### Smoking

Smoking is not in line with our mission and is not permitted in Wellness Corporate Solutions, LLC offices, on in any client site, or while doing client events in a public setting. Additionally, Wellness Corporate Solutions, LLC encourages all Wellness Representatives to make healthy choices in their personal life and is supportive of smoke free environments in all settings.

#### Workplace Attire

Wellness Corporate Solutions, LLC has a professional dress environment for all Wellness Representatives while onsite at an event.

- Collared or button down white shirt (no wrinkles, clean)
- Black dress pants (no black jeans or workout pants)
- Closed toe shoes (preferably black)
- No visible tattoos/piercings (except single ear piercings)
- Clean, short fingernails

All clothing should be worn in a professional and appropriate manner.

#### Social Media & Social Networking

Wellness Corporate Solutions, LLC recognizes that Wellness Representatives may use social media sites or have personal email accounts. Social media can take many different forms, including, but not limited to, internet forums, blogs & microblogs, online profiles, wikis, podcasts, pictures and video, email, instant messaging, music-sharing, and voice over IP. Likewise, there are numerous examples of social media applications including, but not limited to, LinkedIn, SnapChat, Instagram, Facebook, YouTube, Twitter, Yelp, Flickr, and Yahoo groups. The purpose of this policy is to provide Wellness Representatives with guidelines for appropriate online activity.



This policy applies to all Wellness Representatives using social media, whether such use occurs during or after event hours. Further, Wellness Representatives using social media must be mindful of the company's other employment policies applicable to conduct (i.e.: Anti-Harassment/Anti-Discrimination, Electronic Communications)

Wellness Representatives using social media are prohibited from:

- Posting any confidential, sensitive or proprietary information about Wellness Corporate Solutions, LLC or any of our clients.
- Posting any Company email addresses or providing any Company telephone numbers.
- Posting any obscenities, slurs, discriminatory or harassing comments.
- Posting any information that defames Wellness Corporate Solutions, LLC or injures its business interests.
- Posting any false or misleading statements.
- Posting or using any of the company's logos or trademarks.
- Posting or using any recordings or photos taken in the workplace or at any Company- sponsored event without express authorization.

Wellness Representatives using social media should also be mindful:

- That the information and content you post remains in cyberspace forever.
- To use privacy settings when appropriate.
- If you see unfavorable opinions, negative comments or criticism about yourself or Wellness Corporate Solutions, LLC do not try to have the post removed or send a written reply that will escalate the situation.
- If you endorse or promote Wellness Corporate Solutions, LLC, you must disclose that you are employed by the company.
- To be respectful of others. Think of what you say online in the same way as statements you might make to the media, or emails you might send to people you don't know. Stick to the facts, try to give accurate information and correct mistakes right away.

#### Safety and Security

Workplace safety is very important at Wellness Corporate Solutions, LLC. If you see or otherwise become aware of any unsafe or potentially unsafe condition or circumstance, you are to report that immediately to the Event Lead so that they will be aware of the condition or circumstance and have an opportunity to evaluate it and take such action as may be appropriate. All Wellness Representatives are expected to follow general regulations, rules and practices of safety.

You should also report unusual or suspicious people or happenings as soon as possible. If you see or become aware of a suspicious person or incident, report the occurrence immediately to the Event Lead; however, never place yourself in a dangerous situation. Safety and security is a part of everyone's responsibility. Security problems and violations cannot be handled in a constructive manner unless management knows about them. Wellness Corporate Solutions, LLC takes threats of violence extremely seriously. Any act or threat of violence by or against any Wellness Representative, customer, supplier, partner or visitor is strictly prohibited. This policy applies to all company Wellness Representatives, while at a scheduled event. Our security policy, therefore, places a strong emphasis on reporting security-related incidents to the Event Lead



and/or the Human Resource Department (HR@wellnesscorporatesolutions.com) so that the proper action can be taken to evaluate the situation and address it appropriately.

Any use or possession of weapons, whether illegal or not, is prohibited at any events. This includes knives, guns, martial arts weapons, or any other object that is used as a weapon. Any Wellness Representative caught possessing a weapon will be disciplined, up to and including indefinite administrative hold.

#### **Personal Property**

Wellness Corporate Solutions, LLC does not assume responsibility for any personal property located at events. Wellness Representatives are to use their own discretion when choosing to bring personal property to events and do so at their own risk. Additionally, Wellness Representatives may not bring or display at events any property that may be viewed as inappropriate or offensive to others.

#### **Monitoring & Searches**

All company property is subject to monitoring and review at all times. This includes, but is not limited to, company tablets. Reasons for searches and reviews include, but are not limited to, personal abuse of company property, theft investigation and improper disclosure of confidential information.

Wellness Corporate Solutions, LLC retains the right to conduct searches at any time. This includes the right to search individual computers or files, even if protected by a password. Any Wellness Representative that attempts to obtain or alter a password for the purpose of accessing restricted files will be subject to disciplinary action, up to and including indefinite administrative hold.

#### **Confidential Information**

The Company's competitive position in the industry and marketplace is often dependent on confidential and/or company proprietary information to which you may be exposed. This may include trade secrets, specially developed techniques, new adaptations to equipment, special skills, client relationships, manuals, documents, customer lists and other proprietary information that gives the Company or the Company's clients an advantage over its competitors.

Wellness Corporate Solutions, LLC requires that Wellness Representatives do not disclose information held to be confidential by Wellness Corporate Solutions, LLC and also requires new Wellness Representatives to sign a non-disclosure agreement attachment. This information is property of the Company and must not be disclosed to our competitors, the public or to anyone, even if you should leave the Company. Any questions about this policy should be addressed to Human Resources at HR@wellnesscorporatesolutions.com.

#### **Conflicts of Interest**

Wellness Corporate Solutions, LLC requires that Wellness Representatives not compromise the company, its customers, partners or suppliers for personal gain. Examples of conflict of interest include, but are not limited to, accepting gifts, requesting or granting favors, or conducting business for personal gain. Wellness Representatives are required to disclose all conflicts of interest to a supervisor. Failure to do so may result in disciplinary action, up to and including indefinite administrative hold.



#### **Inclement Weather and Emergency Office Closures**

The purpose of this procedure is to communicate expectations and reporting requirements associated with changing work schedules resulting from inclement weather and/or emergency office closures.

#### Inclement Weather – Worksite is Open

Wellness Representatives should use their best judgement with regard to their personal safety while en route to a work event when inclement or severe weather conditions exist. If the Wellness Representative is unable to report to work then they are required to call the Talent Acquisition emergency line (301-229-7555, opt 7, then #1). It will be left to the judgement of the Program Manager and Talent Acquisition Team to determine if an infraction is warranted. Failure to notify via the emergency line will result in a no-call/no-show infraction being placed on their profile.

#### Inclement Weather - Office is closed

While it is customary for WCS to remain open during most periods of inclement weather, WCS reserves the right to close site operations when extraordinary circumstances warrant.

It is the responsibility of the managing Program Manager and the client Site Contact to make a final decision as to whether or not to close the work site.

In the event of a hazardous weather situation that develops overnight, Wellness Representatives should monitor their phone or emails and be on the lookout for any communication from their Program Manager or Event Lead.

WCS does not pay Wellness Representatives for events that are cancelled due to inclement weather. The scheduled staff will be given first right of refusal on the rescheduled events.

#### Workplace Violence

The Company seeks to provide a safe workplace and protect Wellness Representatives and non-Wellness Representatives from threats to their safety. Threats, threatening behavior, or acts of violence against Wellness Representatives, visitors, guests, or other individuals by anyone events will not be tolerated. Any person who makes substantial threats, exhibits threatening behavior, engages in violent acts or other such unacceptable behavior while working at events shall be removed from the premises as quickly as safety permits and shall remain off the premises pending the outcome of an investigation. If an investigation substantiates that violations of this policy have occurred, the Company will initiate a decisive and appropriate response. This response may include, but is not limited to indefinite administrative hold and/or seeking the arrest or prosecution of the person or persons involved.

All Company personnel are responsible for notifying their Program Manager of any threats that they have witnessed, received, or have been told that another person has witnessed or received. Even without an actual threat, Wellness Representatives should also alert appropriate individuals to any behavior they have witnessed which they regard as threatening or violent, when that behavior is job-related or might be carried out at an onsite event.,



Wellness Representatives are responsible for making this report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or were the focus of the threatening behavior. The Program Manager is required to notify the Director of Human Resources of all Wellness Representative security concerns.

#### **Pay Periods**

All Wellness Representatives are paid on the 15th and the last day of each month (semi-monthly). When the 15th or last day of the month falls on a holiday or weekend, Wellness Representatives will be paid the work day before the holiday or weekend.

#### Overtime

Wellness Representatives are to be paid time one hour and one-half (1.5) for work time that exceeds 40 hours during a scheduled workweek or based on state regulations.

Wellness Corporate Solutions, LLC abides by the Fair Labor Standards Act (FLSA) requirements for overtime payment.

#### Payroll

All Wellness Representatives will have federal and state taxes and where applicable local and county taxes withheld from their wages. Payroll checks will not be released prior to the set pay schedule for any reason, nor will they be released to anyone other than the Wellness Representative.

#### **Garnishments and Support Orders**

The Company will comply with all valid claims against the wages of Wellness Representatives. While you may attempt to work out your financial difficulties with your creditor in such situations, the Company will be required by law to comply with the provisions of any garnishment notice or court order, as soon as practical after it is received. Only upon receipt of another valid court order can the Company modify or stop the garnishment process.

#### **Meals and Breaks**

The Company makes every effort to stay compliant with all individual state regulations. As a member of the WCS Family you are entitled to certain breaks and we want you to take those breaks! Please pay close attention to your individual shift notes in Shiftboard to see what will be provided for each event. We work closely with our Event Leads onsite to coordinate all breaks for an appropriate time. All staff should check in and verify break times with their Event Lead.

#### **Lactation Breaks**

The Company will provide a reasonable amount of break time to accommodate a Wellness Representative desiring to express breast milk for the Wellness Representative's infant child up to one year of age. If possible, this break time shall run concurrently with any break time already provided by law to the Wellness Representative. Any break time given for this purpose that does not run concurrently with the break time provided by law shall be unpaid. The Wellness Representative must communicate the need for lactation breaks at the earliest possible opportunity.



The Company will make every reasonable effort to work with the client to provide Wellness Representatives with the use of a room or other location (other than a toilet stall) while working events close to the Wellness Representatives' work area for Wellness Representatives to express milk in private.

#### **Problem Resolution**

Wellness Corporate Solutions, LLC seeks to deal openly and directly with its Wellness Representatives and believes that communication between Wellness Representatives and management is critical to solving problems.

Wellness Representative that may have a problem with one another should attempt to resolve the problem themselves. If a resolution cannot be agreed upon, both Wellness Representatives should approach the Talent Acquisition Team who will work with the Wellness Representatives to determine a resolution. In these instances, the decision of the Talent Acquisition Team is final.

Wellness Representatives that have a problem with a member of the Talent Acquisition team should first go to the team member and state the problem. If a resolution cannot be agreed upon, the Wellness Representative should present his or her problem, in writing, to the Human Resources Department (HR@wellnesscorporatesolutions.com). The decision of the Human Resources Department will be final.

#### Discipline

Wellness Corporate Solutions, LLC's policy is to attempt to deal constructively with Wellness Representative performance problems and Wellness Representative errors. The disciplinary process will be determined by Wellness Corporate Solutions, LLC in light of the facts and circumstances of each case. Depending upon the facts and circumstances, the discipline applied may include, among other things, oral or written warnings, administrative hold, or indefinite administrative hold. Each situation will be considered in light of a variety of factors including, but not limited to, the seriousness of the situation, the Wellness Representative's past conduct and length of service, and the nature of the Wellness Representative's previous performance or incidents involving the Wellness Representative. Details of this process are outlined further in the Corrective Action section below.

#### **Corrective Action**

Corrective Action is taken against a Wellness Representative in response to a rule infraction or a violation of the Code of Contact policies. Corrective action will continue until the violation or infraction is corrected.

Corrective Action generally begins with a verbal warning, followed by a written Wellness Representative infraction that is recorded in the Wellness Representative's profile. If more serious corrective action is required, the Wellness Representative may be placed on Administrative Hold.

Wellness Corporate Solutions, LLC considers some violations as grounds for immediate dismissal, including, but not limited to: insubordinate behavior, theft, fraudulent activity of any kind, destruction of company property, breach of confidentiality agreement, untruthfulness about personal background, drug or alcohol abuse, or threats of violence.



Wellness Representatives charged with some infraction and subject to corrective action may appeal that corrective action. An appeal must be submitted in writing to the Human Resources Department at HR@wellnesscorporatesolutions.com. If, after reviewing the corrective action, the Human Resources Department determines that the Program Manager followed procedures accordingly, the corrective action will stand. If the Program Manager has failed to follow company policy, the action may be reversed. The decision of the Human Resources Department is final.

#### **Administrative Hold**

In the event a Wellness Representative does not follow proper procedure or they do not fulfill the corrective action, WCS reserves the right to place the Representatives Shiftboard account on Administrative Hold. This decision will be made in conjunction with the Director of Operations and the Senior Manager of Talent Acquisition. Once on Administrative Hold, the Wellness Representative will not be permitted to sign up for any WCS on-site events.

Wellness Corporate Solutions, LLC reserves the right to place a Wellness Representative's Shiftboard account on Administrative Hold at any time, with or without cause, with or without notice.

A Wellness Representative may appeal this decision in writing by submitting an email to <u>Shiftboard@wellnesscorporatesolutions.com</u>. The appeal will be reviewed by the Senior Manager of Talent Acquisition and will inform the Wellness Representative within 2 weeks of the appeal submission.

#### **Infraction Policy**

In the event that a WCS Wellness Representative does not adhere to the WCS policies and procedures, the Talent Acquisition team reserves the right to issue infractions that will be recorded in the employee profile. The following list of infractions is meant to serve as a basic outline. Wellness Corporate Solutions reserves the right to add/edit this list of infractions at any time.

A Wellness Representative will be notified via email when an infraction has been issued. WCS reserves the right to issue any infraction without prior notice or warning of any kind.

Infraction Types:

- Violation of 2 week cancellation policy
- Violation of dress code
- Violation of travel policy
- Violation of HIPAA
- Violation of screening protocol
- No-call/no-show to event
- Tardy to event
- Unprofessional behavior
- ScreenSmart ineffectiveness
- Failure to return supplies
- Use of drugs/alcohol



## **Separation Policies**



#### **Involuntary Termination**

All employment at the Company is "at will." This means that you are free to terminate your employment, with or without notice, at any time and for any reason, or for no reason, just as the Company is free to place you on Administrative Hold, with or without notice, at any time and for any reason, or for no reason.

The Company may, in its sole discretion, utilize whatever form of disciplinary action is deemed appropriate under the circumstances, up to and including indefinite administrative hold or removal from the WCS network.

#### Voluntary Termination (Quitting)

Although we hope employment with the Wellness Corporate Solutions, LLC is a mutually rewarding experience; we understand that varying circumstances do cause Wellness Representatives to voluntarily resign employment. Should a Wellness Representative decide to leave employment with the Company, we ask that the Wellness Representative email <u>Shiftboard@wellnesscorporatesolutions.com</u> and request that their account be suspended.





I hereby certify that I have read and fully understand the contents of this Wellness Representative Code of Conduct Policy. I also acknowledge that I have been given the opportunity to discuss any policies contained in this Code of Conduct Policy with the Human Resources Department. I agree to abide by the policies set forth in this policy and understand that compliance with Wellness Corporate Solutions, LLC's rules and regulations is necessary for continued employment. My signature below certifies my knowledge, acceptance and adherence to the company's policies, rules and regulations.

I acknowledge that the company reserves the right to modify or amend its policies at any time, without prior notice. These policies do not create any promises or contractual obligations between this company and its Wellness Representatives.

Signature	Date
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Printed Name \_\_\_\_\_\_

