

Labor Regulations

Employee – Defined

Any individual that commits a portion of their time toward the benefit of another individual or business entity when such arrangement is mutually agreed upon as a compensable activity through a contract, whether oral or written, express or implied, and has recognized rights and duties.

Child Labor

Any individual under the age of 18 is considered a child.

A child aged 16 or older may perform work in non-hazardous industries and conditions provided that work does not interfere with their educational obligations and a work permit authorized by the child's legal guardian and educational facility has been obtained prior to work commencement.

A child under the age of 16 may perform non-hazardous work on a project basis in the Arts and Entertainment Industry provided that work does not interfere with their educational obligations and a work permit authorized by the child's legal guardian, medical (physical and mental health) doctors, and educational facility has been obtained prior to work commencement.

Individuals under the age of 18 may be paid up to 50% below the National Minimum Wage.

A child of any age may perform non-hazardous work at their Homestead or a Business owned by their legal guardian provided that work does not interfere with their educational obligations. No work permit or minimum wage is required under these conditions.

Minimum Wage

The National Minimum Wage is based on the National Self-Sufficiency Standard which reflects the average Self-Sufficiency Standard of all Communities in the

Nation. The National Self-Sufficiency Standard is to be adjusted up or down once each calendar year in accordance with the Cost of Living Index and once every 3 years with the updated Community SSS; All Communities are to update their respective Self-Sufficiency Standards at least once every 3 years.

Pay Periods

Pay will be disbursed on a weekly basis. Weekly paychecks aid employees in effectively managing their budget.

Pay will be disbursed to employees no later than 7 calendar days following the end of their work week. Work Weeks are considered to be 7 calendar days.

Overtime

Overtime at 1.5 x the Employee's normal hourly rate of pay for time worked over 8 hours in one 24 hour period.

Overtime at 1.5 x the Employee's normal hourly rate of pay for time worked on any of the six National Holidays or on an Employer Designated Holiday.

Overtime at 2 x the Employee's normal hourly rate of pay for time worked over 32 hours in one work week.

Overtime at 2 x the Employee's normal hourly rate of pay for time worked on a 7th day during the work week.

Exemptions for overtime are limited to the following conditions:

- Corporate Officers and Executive Department Leaders. To qualify for the Executive exemption, the Executive must have the authority to make top level decisions for the department of which they are responsible, have direct reporting to the Chief Executive of the work-site and/or direct reporting to a Corporate Officer or a higher level Executive at a Regional or Headquarters site, and be paid in accordance with the Position Base Wage Calculator for Executive Leadership.

Protected Paid Time Off (Applies to both For-Profit and Non-Profit Organizations)

Paid Time Off (vacation and illness) will accrue for all eligible employees at a minimum of 8 hours for every 96 hours worked. Up to one-half of accrued and unused PTO may be carried over to the next calendar year at the employee's discretion.

Eligible Employees are Part-time (less than 32 work hours per week) and Full Time (32 work hours or greater per week) that have been employed at least 3 calendar months. Accruals must commence no later than 3 calendar months from employment start date.

Holidays – Separate from PTO bank. Employers are required to pay employees the number of hours per day they regularly work (excluding overtime hours) or 4 hours; whichever is greater. Holiday pay is earned regardless of when the holiday falls in an employee's weekly work schedule. Holiday pay is triggered for National Holidays (6 holidays total) and Employer Designated Holidays (the number and occasion of employer designated holidays is discretionary).

Eligible Employees are Part-Time or Full Time that have been employed 7 calendar days (one complete work week).

Paid Time Off in addition to the minimums guaranteed by law offered to any Non-Exempt Employee must be offered in the same quantities to all Non-Exempt Employees; the same holds true for Exempt Employees.

Protected Unpaid Time Off (Applies to both For-Profit and Non-Profit Organizations)

Upon returning from a protected leave, an individual is entitled to a similar or same position at the same or greater wage received prior to the commencement of protected leave.

Emergency or Pre-Planned Leave –

- Applies to All Employers
 - Emergency Leave up to 7 consecutive calendar days with no advance notice to employer required
 - Pre-Planned Leave up to 7 consecutive calendar days with 7 calendar day advance notice
 - Jury Duty Service – number of days required by the Court System
 - To qualify, employees must have a minimum of 3 consecutive calendar months of employment with the same organization.

Family, Bereavement, and Medical Leave –

- Employers with less than 25 employees
 - 3 calendar months protected leave during a consecutive 12 month period following a minimum of 12 consecutive months of prior employment with the same organization.
- Employers with at least 25 and less than 50 employees
 - 6 calendar months protected leave during a consecutive 12 month period following a minimum of 12 consecutive months of prior employment with the same organization.
- Employers with 50 employees or more
 - 9 calendar months protected leave during a consecutive 12 month period following a minimum of 12 consecutive months of prior employment with the same organization.

Sabbatical –

- Employers with less than 50 employees
 - 6 consecutive calendar months protected leave after 5 consecutive years of employment with the same organization.
- Employers with equal to or greater than 50 employees
 - 12 consecutive calendar months protected leave after 5 consecutive years of employment with the same organization.

Unpaid Time Off in addition to the minimums guaranteed by law offered to any Non-Exempt Employee must be offered in the same quantities to all Non-Exempt Employees; the same holds true for Exempt Employees.

Volunteer Staffing

- Only Non-Profit Organizations may accept Volunteer (unpaid) individuals to assist with their operational needs.
- Percent of Total Staff: Limited to a maximum of 50% of Total Employees based on hours worked/contributed.
 - Example: Total annual hours of labor (volunteer (unpaid) + employees (paid)) = 5,000; A maximum of 2,500(50% of 5,000) could be from volunteers.
- Individual Volunteers are restricted to a maximum of 2 hours per day, 8 hours per week or 384 hours per year for any single organization.

Work Schedule and Rest Periods

All employees shall be provided with at least a weekly work schedule no less than one week in advance.

All employees are entitled to the following rest periods:

- Night Shift: All hours worked between the hours of 10:00am and 6:00am are considered Night Shift hours. Time worked during these hours are compensated at 1.25 x the Employee's normal hourly rate of pay.
- Minimum of 15 consecutive minutes paid rest time during each 4 consecutive hours worked paid at the employee's regular rate of pay
- Minimum of 30 consecutive minutes unpaid rest time at the end of each 4 consecutive hours worked
- Minimum of 12 consecutive hours rest time during each 24 consecutive hours worked
- If employees are restricted from leaving the work site during unpaid rest periods, those periods will be considered work time and paid at the employee's regular rate of pay.

Working Environment (Determined by Craft Unions and Business Associations)

The working environment will meet the following minimum conditions:

- Safe work environment – non-hazardous physical work area, work performed in such a way as to curtail the possibility of repetitive motion injuries, work interactions free from harassing, bullying, oppressive or abusive behaviors.
- Hazards inherent to specific types of positions and/or industries must be mitigated as much as reasonable according to OSHA guidelines.
- Worker's Compensation Insurance with a monthly wage replacement benefit of no less than the National Guaranteed Base Wage or 50% of Employee's Base Wage whichever is greater.

Minimum Hours Paid

All employees will be guaranteed a minimum of 50% hours paid at their regular wage rate for all scheduled work hours in which they report for work and do not perform work per the employer's request unless early departure is at the employee's initiative or caused by circumstance outside the employer's control such as Natural Disasters, Civil Unrest, and Extreme Weather Conditions.

Paid Commute Time

Commute time for employees will be compensated for commute time to a work site as follows:

- Employees will receive no less than the minimum hourly wage divided by 60 minutes per each mile commuted from their primary residence in excess of 30 miles round trip.
 - Example: Commute is 45 miles and Minimum Wage is \$22.77
 - $45 - 30 = 15$ compensable miles
 - $\$22.77 / 60 = \$0.38 \times 15 \text{ miles} = \5.69

- Employees commuting to a temporary work site (not their regular work site), will be paid their normal wage for all commute time in excess of 30 minutes each way or 60 minutes round trip.

Gear and Equipment

Any special gear (garments) or equipment (tools) necessary for the performance of a position that is not provided by the employer will be reimbursed to the employee at repair or replacement cost. Reimbursement is triggered when the gear or equipment no longer performs its intended function due to its use for the benefit of the employer.

Equal Pay and Transparency

All positions will be designated with minimum and maximum qualifying criteria in accordance with the National Base Wage Calculator. Individual employees will be designated a Position Base Wage based on where their qualifications fall within the minimum and maximum criteria. The Position Base Wage is not subject to revision based on Performance.

The National Base Wage Calculator shall be adjusted up or down in accordance with the National Minimum Wage on an annual basis.

Pay Rates for all employees will be posted in a place that is accessible to all employees. Postings will be replaced with current Pay Rates at the beginning of each Calendar Year and any time changes are made to Pay Rates (this includes newly hired employees, position changes, and COL adjustments).

Profit Sharing will be triggered when a For-Profit Organization shows a Net Profit after Operating Expenses (includes taxes) have been deducted from Gross Revenue (includes interest) at the close of its fiscal year.

When triggered, Profit Sharing will equate to 50% of Net Profits. Employee Profit Sharing will equate to 25% and will be distributed in accordance with the

Equitable Profit Sharing Act. Community Profit Sharing will equate to 25% and will be distributed to Community Non-Profit Institutions not funded with Tax Dollars located within the County of which the business is located. The remaining 50% of net profits shall be retained by the business for use as resilience reserves and/or future investments.

Employee Profit Sharing will be distributed in one pool -- to all employees within the pool with one calendar year or greater of employment, regardless of performance unless employees received a Corrective Action Notice during the profit sharing year (employees with Corrective Action Notices within the profit sharing year are excluded from the profit sharing distribution for that year).

- The Equitable Employee Profit Sharing Structure calculates and distributes profit sharing amounts to individual employees as follows: All eligible employees receive a percentage of the pool based on the percent of their gross actual year end wages (includes paid time off and excludes overtime) plus an Internal Service (up to a maximum of 10 years) factor as it relates to the total base wages of all eligible employees for that pool. Example: Individual gross actual year end wages + Internal Service factor = \$50,000, Total Profit Sharing Wages for Employees Eligible for the Pool is \$750,000, Profit Sharing Pool is \$200,000 (25% of \$800,000 Net Profit); $\$50,000 / \$750,000 = 0.07$ so this individual's share of the profit sharing pool is 7% or \$13,333).
- All Profit Sharing recipients are required to place 25% of their total share amount into a qualifying Supplemental Pension Fund.

Within one month following the organization's fiscal year end, the Net Profit/Net Loss, and the total amount allocated to the Profit Sharing Pool must be made public, in writing, to all employees. Distribution of individual Profit Sharing amounts shall occur no later than two months following the organization's fiscal year end.

Service Awards at Non-Profit Organizations are akin to Profit Sharing at For-Profit Organizations. Service Awards are triggered when a Non-Profit Organization meets its Budgetary Obligations (I.e. Revenue Generation and Expense Allocations

–program categories and supporting services). Service Award Distribution amounts are calculated and budgeted prior to the fiscal year in which they apply.

When triggered, eligibility applies to all employees with one calendar year or greater of employment, regardless of performance unless employees received a Corrective Action Notice during the service award distribution year (employees with Corrective Action Notices within the service award distribution year are excluded from the service award distribution for that year).

- The Equitable Employee Service Award Distribution amounts are calculated for individual employees by taking their gross actual year end wages (includes paid time off and excludes overtime), dividing it by their Total Working Years for the degree level necessary for the position they hold, and multiplying that result by the number of Internal Service Years (up to a maximum of 10 years) they have completed. Service Award amounts shall be distributed to all eligible employees no later than two months following the organization's fiscal year end.
- All Service Award recipients are required to place 25% of their total award amount into a qualifying Supplemental Pension Fund

Employee Supplemental Pension Funds

All Employers are required to offer Qualified (Wealth Tax Deferred) Pension Funds but are not required nor allowed to match employee contributions. The Employee Supplemental Pension Funds combined with the Guaranteed Basic Income Program replace ALL Organization Pension Plans (this includes Military and Other Government Employee Pension Plans).

Performance Based Rewards and Corrective Action

Performance evaluated for either Rewards or Corrective Action is to be based on the following guidelines:

- A minimum of one written annual Overall Performance Evaluation with a copy signed by an authorized employer representative provided to the subject employee

- Performance Criteria and their corresponding grading structure must be in writing and a copy provided to all subject employees upon hire, position change, and at the beginning of each fiscal year.
- Criteria for performance evaluation may not differ between individuals that hold the same position and the criteria must be:
 - Focused on returning a status quo or improvement result
 - Relevant to the performance of subject position
 - Quantifiable
 - Measurable
 - Acceptable Grade must be Reasonably Attainable

Performance based rewards are restricted to non-monetary goods or services. Each reward may have a market value of up to 5% of recipient's Position Base Pay. Total annual non-monetary rewards may not exceed 25% of recipient's Position Base Pay.

Witnesses must be present (except when the organization consist of only one employee other than the Executives) during the delivery of written Corrective Action or Performance Rewards consisting of a witness for the employee (Work Group/Team Leader or Co-worker when organization has less than 5 non-exempt employees) and witness for employer's representative (Executive Leadership member). Witnesses may not be attorneys unless both party witnesses are attorneys with the employer paying for the presence of the employee's attorney.

Employees subject to a written Corrective Action must be supplied with a copy containing the signatures of the employer representative and all witnesses.

Discrimination

Discrimination is prohibited during the course of pre-employment, employment, or post-employment activities on the part of the Employer or its representatives.

1. No one may be discriminated against on the basis of age, origin, nationality, religion, belief, opinion, political activity, craft union activity, gender, family composition, economic status, sexual orientation or other personal characteristics. Discrimination is prohibited, regardless of whether it is

based on a fact or assumption concerning the person him/herself or another.

2. In addition to direct and indirect discrimination, harassment, denial of reasonable accommodation as well as an instruction or order to discriminate constitutes discrimination.
3. All Employers with five or more employees will submit an annual Equal Opportunity Report that includes Employer's County Demographics and Employer's Demographics with regard to Census Data (age, race, gender).

Privacy

Other than as is required by law, no pre-employment, employment, or post-employment documented information may be shared with anyone internal or external to the Employer without the Employee's written consent with the following exceptions:

- Performance related documents may be shared with those in leadership positions that have a direct or indirect reporting relationship with the employee's position on a need to know basis.

Pre-Employment

Hiring decisions may be based exclusively on the following:

- Cultural Fit (Subjective)
- Education directly relevant to position
- Experience directly or indirectly relevant to position
- Skills directly or indirectly relevant to position
- Prior Employment Written Performance Evaluations provided by the potential employee and may be verified with the prior employer(s) up to 5 years prior to proposed Hiring Date
- Non-misdemeanor civil or criminal convictions or financial credit status only when directly relevant to position or non-position related that may be

reasonably assumed to place the Employer's Stakeholders at risk of moderate to severe harm.

Post-Employment

Documentation to be provided to the employee upon termination:

- Copies of All Annual Performance Evaluations, Pay and Position History, and Written Corrective Actions for the entire employed period.

Employment Information that an Employer is required to provide upon written request by potential and future Employers who provide a written authorization from former Employee to release prior Employment Information:

- Verification of Documentation validity provided to Employee upon termination
- Note: Provision of Subjective Information, whether negative or positive, is prohibited.

Substance Abuse

Substances that can impair physical or mental abilities, whether they are lawful or unlawful, may be tested for at standardized impairment concentrations by medical professionals. Circumstances triggering lawful testing are: reasonable suspicion or in connection with an accident or injury while on the employer's work site or during the course of performing work for the employer.

Suspension

Employees may be suspended without pay for up to 7 consecutive calendar days during an investigation. Should the investigation not result in employment termination, all regularly scheduled work hours will be paid the employee at 1.5 x their regular rate of pay.

Lawful Employment Termination or Lay-Off

Reasons for Lawful Employment Termination or Lay-Off are as follows:

- During the initial 384 hours of employment (introductory period), employment may be terminated for any reason, with or without cause.
- Written Corrective Actions –more than 3 minor infractions during the course of one calendar year or 1 major infraction (A written document defining what constitutes minor and major infractions, inclusive of at least three clear examples of each, must be provided at the onset of employment and upon any revisions to this document).
- Year-end Performance Evaluation with a majority of evaluation categories being performed at levels below the Par or Average pre-determined acceptable levels. Evaluation criteria must be provided at time of hire, at time of position change and at the beginning of each evaluation year.
- Position or Work Group Elimination
- Downsizing where employment termination or lay-off is based exclusively on seniority assessed per group employed in the same or similar position.
- Business Closure or Closure of Employee's Regular Work Site

Payments due upon Employment Termination are as follows:

- Unpaid worked time at the employee's regular rate of pay prior to voluntary or involuntary termination
- Unpaid Accrued Paid Time Off
- Unpaid Expense Reimbursement Reports
- Severance Pay due per employer policy

Disputes

Disputes between employers and employees not resolved internally, shall be settled through a Professional Mediator when unlawful acts are not at issue, and a Court of Law when unlawful acts are at issue.

Work Group/Team Leaders

When an organization attains at least five non-exempt employees, regardless of the number of hours each employee works, at least one non-exempt Work

Group/Team Leader will be designated. Non-exempt Leaders are selected by the non-exempt employees within their designated group/team.

The minimum number of non-exempt Leaders required will be determined by the following:

- One for organizations with a minimum of 5 non-exempt employees but less than 15.
- One for each operational department of 5 non-exempt employees but less than 15.
- One for each group of employees performing the same or similar function consisting of at least 5 but less than 15 non-exempt employees.
- One for each work shift (for organizations who operate more than one 8 hour scheduled shift per day) of 5 non-exempt employees but less than 15.
- The organization may determine, at its sole discretion, additional Leader positions, other than the minimum required, are needed. Should this determination be made, the organization will specify the group composition and those group members will select a Leader.

Except under special circumstances, selection is determined by Ballot Vote during the last month of the organization's fiscal year. All non-exempt employees, employed for more than 384 hours, are eligible to vote for their Leader. All elected non-exempt Leaders serve a term of one year and may be re-elected for up to two consecutive terms; after two consecutive terms, a one year hiatus for that Group/Team is required prior to being eligible again for the Leadership role.

Election process: Campaigning for Leader positions is prohibited. Each member in good standing (no written corrective actions within the prior year) with the organization and employed at full-time status (part-time status employees are eligible for Leader positions only when a majority of the entire group is of part-time status) of a defined Work Group will have their names on a Ballot. Ballots are uniform in appearance and content and are cast in secret. Each group member has one Vote. At the conclusion of the vote casting, the Votes are tallied on that day in front of at least one non-exempt employee from the Work Group/Team

and one Executive or Officer. The individual listed on the Ballot that receives the most votes will be offered the Leader position. In the case of a tie, Executive Leadership will choose the employee from the two or more tied individuals to first be offered the Leader position. This “Leader-Elect” shall be given 24 hours to decide to accept or decline the position. If the “Leader-Elect” declines the position, the individual listed on the Ballot with the next highest number of votes is offered the Leader position and given 24 hours to make their accept/decline decision. If a third member is offered the Leader position and declines, the Executive responsible for the relevant department will appoint a member to the Leader position.

Should a Leader position become vacant prior to the term’s expiration, a Special Election will be held within one month following the vacancy to fulfill the Leadership role.

Work Group/Team Leader positions have the following responsibilities in addition to their regular position responsibilities:

- Assist members with operational problem solving.
- Assist with member training in accordance with Executive Leadership direction.
- Bring member performance issues to Executive Leadership attention.
- Bring member grievance issues to Executive Leadership attention.
- Act as witness for group members during the delivery of Corrective Action
- Disseminate information to group/team provided by Executive Leadership

Note: Regular non-leader position responsibilities and their accompanying minimum productivity standards will be adjusted to enable adequate time to perform Leader responsibilities during their regular work schedule.

Compensation for Work Group/Team Leaders will be 1% of the Leader’s regular position wage for each member of the Group/Team.

- Example:

- Leader was earning \$22.77 per hour prior to accepting the leadership role. There are 4 members (excluding the Leader). Leader's pay will be \$23.68 ($\$22.77 \times 104\%$) per hour during their term as Leader.

Craft Unions and Industry Associations

All employees and independent contractors (excluding Officers and Executives) will belong to an occupation appropriate Craft Union.

All employers will belong to an appropriate Industry Association.

Funding for Craft Unions is provided by a 0.5% membership due based on individual Employee or Independent Contractor annualized Base Pay (Base Pay excludes profit sharing and service awards) or the annualized National Minimum Wage; whichever is greater.

Funding for Industry Associations is provided by a 0.5% membership due based on the total Employer annualized Gross Base Payroll (Base Payroll excludes profit sharing and service awards) or the annualized National Minimum Wage; whichever is greater.

Craft Unions bargain with Industry Associations on employees' behalf for working conditions and may liaise with Government Oversight Agencies on behalf of employees. Negotiations are held once every 3 years. Both sides are required to negotiate in good faith. Contracts are valid for a 3 year period.

Craft Union and Industry Association Representatives are elected by Members. Elections are held within one year following Contract Ratification. Representatives serve a 3 year term.