## New Employee

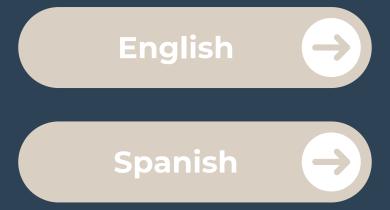
## WELCOME GUIDE

Welcome to American Legacy! Let's get you started!



# Many of our resources are available in English and Spanish.

Please use whichever version best serves you.



### We are happy to help in any language.

If you require assistance, please email us at HR@american-stucco.com.

Contact Us

## Welcome

On behalf of American Legacy Stucco & Stone, let us extend a warm and sincere welcome. We hope you enjoy your work here and are glad to have you with us. We understand that our employees provide the services that our customers rely upon and believe each employee contributes directly to American Legacy Stucco & Stone's growth and success.

We hope your experience here will be challenging, enjoyable, and rewarding. We are excited to have you as part of our team!

This welcome packet includes the basic company information you'll need to know and gathers the information necessary for onboarding. Please review the documents and complete the information requested.

We are here to help review anything you are unclear on. If you have questions, please ask our support team at HR@american-stucco.com before signing.

Welcome aboard!



IMPORTANT: You will need access to the internet (mobile is fine) and the ability to upload items - such as your driver's license, profile picture, and I-9 document(s).

## Welcome Guide Contents

WELCOME	BENEFITS	
Languages & Contact2	Eligibility30	)
Message from the Owner3	Health Plan Options32	2
Support Team5	EMI Health34	, †
	TeleMedicine36	5
INTUIT WORKFORCE	GoodRx38	3
Registration6	Support Team40	)
Time Tracking7	Ancillary Benefits4	1
	Paid Time Away42	2
KEY POLICIES	Retirement43	
General Highlights8	Enroll/Waive44	+
Safety Highlights12		
	CLOSING	
EMPLOYMENT	New Hire Checklist (HR)46	5
Application16	Thank You & Welcome47	7
Profile Photo17		
Employment Details18	LEGAL NOTICES	
Emergency Profile19	Employment49	)
Job Description20	Insurances79	)
Handbook Receipt21	RetirementX	<
Form I-922		



## Support Team

#### We are Here to Help

You are never alone. You have an entire team able to assist you in the event that your manager is unavailable.



Raymond Lastname
Operations Manager
555-555-5555
Ray@american-stucco.com



Marcy Snyder
Operations Manager
555-555-5555
HR@amerian-stucco.com



Brenda Lastname Administrative Coordinator 555-555-5555 HR@american-stucco.com



Anne Lastname
Administrative Coordinator
555-555-5555
HR@american-stucco.com

#### In Any Language

We want everyone to feel comfortable and confident in understanding workplace information and sharing their thoughts. We know English may not be your first language, and that's okay — we never want language to get in the way of your success here.

You're welcome to email HR at HR@american-stucco.com in the language you're most comfortable with. Written communication helps us respond quickly, keep track of issues, and make sure nothing gets lost in translation.

Whenever possible, we provide Spanish versions of company policies and forms. Please keep in mind that translations are not always perfect, so the English version is considered the official version. Your feedback is important — if you see something in a translation that could be better, please let us know. We want our materials to be as accurate and helpful as possible.

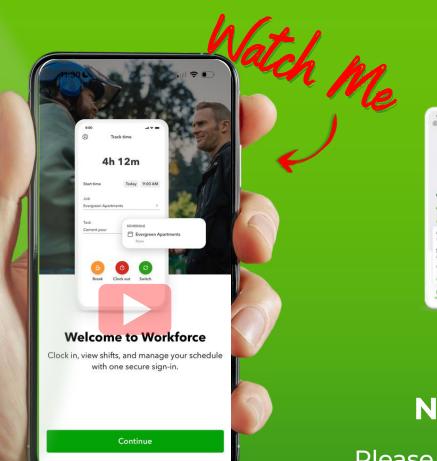
Contact Us →

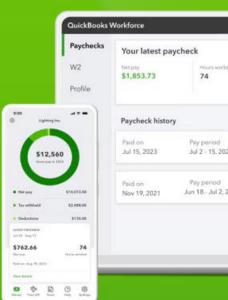


# WORKFORCE

American Legacy Stucco & Stone uses **Intuit Workforce** to manage most parts of your employment. From **time tracking** and **pay stubs** to **tax forms** and **important updates**, this system keeps everything organized, paperless, and easy for remote access.

As a new employee, you should have received a registration email with instructions for setting up your account. Please complete your registration before your first day of work.





### **Need Help?**

Please contact us at HR@american-stucco.com for help before your first day

### INTUIT quickbooks

# TIMEAPP









You must complete your account setup and download the Intuit Workforce App prior to your first day of work. You will not be able to work without it. This app allows you to clock in/out, view your paystubs, and manage personal information like taxes and direct deposit securely.



The Workforce App is used to punch in and out for work. To enable this feature, your phone's location services must be turned on so that geofencing technology can verify you are at the job site.



If your phone is not set to allow location tracking, you will not be able to clock in.

IMPORTANT: The company values your privacy and can only see your location while you are actively working — we CANNOT track your movements when you are not clocked in.



## **Policy Highlights**

As a new hire, part of your training includes learning the critical policies that guide how we work safely and responsibly at American Legacy. In the next section, you'll find short excerpts and sign-offs to review. These are designed to make sure you understand the essentials before moving forward in your role.

Please be mindful that these are summaries only - all employees must also review and be familiar with the full policy details as outlined in our employee handbook.

#### Non-Discrimination & Sexual Harassment

American Legacy Stucco & Stone, is committed to maintaining a workplace that is safe, respectful, and free from harassment or discrimination of any kind. This includes protection against behavior based on race, sex (including pregnancy, gender identity, or sexual orientation), age, religion, national origin, genetics, disability, veteran status, or any other protected status.

Harassment and unfair treatment of any kind—whether verbal, physical, or visual, including unwanted sexual advances or comments—will not be tolerated in the workplace, at work-related events, or online.

#### Sexual Harassment

Because of the seriousness and impact of sexual harassment, the Company makes clear that it is strictly prohibited. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature that creates a hostile, intimidating, or offensive work environment. Examples include sexual jokes or comments, leering, inappropriate touching, or displaying sexually explicit images. This type of behavior is never acceptable and will result in disciplinary action.

If you experience or witness harassment or discrimination, report it immediately to your manager or Human Resources at HR@american-stucco.com. All reports will be taken seriously, investigated promptly, and kept as confidential as possible.

#### Non-Retaliation

Retaliation against anyone who raises a concern or participates in an investigation is strictly prohibited. Each employee shares responsibility for helping keep our workplace respectful and free of harassment.

Employee Name	Employee Signature	Date





#### **Attendance and Reliability**

Being on time is critical expectation of the job. Employees must arrive ready to work at the start of each shift. If you're going to be late, absent, or need to leave early, contact your manager directly by call, text, or email before your shift starts—or as soon as possible if it's an emergency.

Not showing up and not calling within the first two hours of a shift counts as a No Call/No Show (NCNS). Two in a row will be treated as voluntarily quitting.

#### Accuracy in Timekeeping

Every hour you work must be recorded—in real-time using the Quickbooks Workforce app. Off-the-clock work is not allowed, and no one can change or enter time for anyone else. If you notice a mistake, let your manager know right away so it can be fixed.

#### Overtime & Scheduling

Sometimes business demands mean schedules change or extra hours are needed. When that happens, you'll be paid time and a half for any hours worked over 40 in a week (if you're a non-exempt employee). Overtime must always be approved in advance by the your manager. Even if unauthorized overtime is worked, it will be paid—but repeated violations can lead to discipline. Flexibility is part of the job, and employees are expected to cooperate with schedule changes when needed.

Employee Name	Employee Signature	Date
Administrative D	ischarge	
will be administratively disc administrative discharge is r	orm work for a period of sixty (60 harged from the Company's actinot considered disciplinary in national ship, at least for the time being.	ve employment records. An
employees if they return to	en administratively discharged work after this period. This mean ments and will not retain prior	s they are subject to all new
Employee Name	Employee Signature	 Date





#### **Dispute Resolution**

we value each employee and aim to provide a positive, respectful workplace. Sometimes disagreements or concerns arise, and our Dispute Resolution Policy outlines a fair process for handling them.

Employees are encouraged to first resolve issues directly with the people involved through open and respectful communication. If that is not possible, you should bring the matter to your manager. Many concerns can be resolved quickly at this level.

If the issue is not resolved, is sensitive, or involves company policies or legal compliance, it must be submitted in writing to Human Resources at HR@american-stucco.com. We take every concern seriously and strives to resolve disputes fairly, quickly, and with respect for all parties involved. Written communication ensures concerns are reviewed, tracked, and handled promptly.

Employees may submit concerns in their preferred language, and HR will provide responses in both English and the original language used.

HR will review the matter, gather information, and provide a written decision—generally within five business days. If more time is needed, employees will receive weekly updates until the matter is resolved. If you disagree with HR's decision, you may submit a written appeal within five business days. Senior leadership will review the case and issue a final written decision.

Employee Name	Employee Signature	Date	

#### **Client Feedback and Complaints**

Client Site Managers have authority to enforce worksite rules, including safety. If a violation is reported, the Company will review the incident, provide retraining if needed, and may take disciplinary action.

If an employee is found responsible for a violation that results in a fine, the fine may be assigned to them. Employees will always receive written notice of the violation, fine amount, and deduction schedule before deductions occur. Any payroll deductions will follow all wage and hour laws, never reducing pay below minimum wage.

Employee Name	Employee Signature	Date



#### Media Release

As a condition of employment, all employees grant American Legacy Stucco & Stone the irrevocable right to use, reproduce, publish, and distribute their name, image, likeness, voice, and/or work-related representations in photographs, video, audio, or other media created in connection with their employment.

All such media are the sole property of the Company and may be used, now or in the future, for any lawful business purpose, including but not limited to marketing, training, advertising, and promotional materials, without further compensation to the employee.

This authorization applies to all media created during employment and continues in perpetuity, even after employment ends.

Employees who have questions	or concerns	regarding	this	policy	may	contact	the
Human Resources Department at <u>l</u>	HR@america	an-stucco.co	om.				
		· .					
Employee Name	Employee S	ignature			Date		

#### **Electronic Notices**

To promote efficiency, enable translation services, reduce paper waste, and lower costs, American Legacy uses electronic distribution for most employee communications. This includes important policies, postings, notices, and records. Employees are expected to review these materials regularly to stay informed about company updates.

To access information electronically, you must have an active email address and access to a computer or mobile device with internet capability that can view PDF files. It is your responsibility to keep your email address on file current to ensure timely delivery.

Employees who do not have regular electronic access may request assistance from their manager or Human Resources. Printed copies of any notice or policy are available upon request by emailing HR@american-stucco.com.

Electronic delivery of notices carries the same force and effect as printed delivery. Employees are responsible for reviewing all communications provided, whether electronic or printed.

Employee Name	Employee Signature	Date





## Policy Highlights - Safety

As a new hire, part of your training includes learning the critical policies that guide how we work safely and responsibly at American Legacy. In the next section, you'll find short excerpts and sign-offs to review. These are designed to make sure you understand the essentials before moving forward in your role.

Please be mindful that these are summaries only - all employees must also review and be familiar with the full policy details as outlined in our employee handbook.

### **Commitment to Safety**

At American Legacy Stucco & Stone, safety isn't just a policy — it's part of how we work every day. Stone and stucco work can be demanding, and we want every employee to head home healthy after each shift. That means taking safety seriously, looking out for each other, and following the rules that keep us all protected.

We provide the training, equipment, and resources you need to do the job right. In return, we expect you to use them, report hazards or injuries right away, and step in if you see something unsafe. Safety is everyone's responsibility, and when we all do our part, we keep the job running smoothly and our crews strong.

#### Accident & Injury Reporting

If something happens on the job—an injury, accident, or near-miss—tell your supervisor immediately. You must send a quick text or email with what happened, where, and who was involved. All reports MUST be completed before leaving the job site the same day (and never later than 24 hours).

You can also report directly to HR at HR@american-stucco.com. Prompt reporting helps us get medical care moving, fix hazards, and handle workers' comp correctly.

#### Non-Retaliation

We want people to speak up. American Legacy does not tolerate retaliation against anyone who makes an injury report in good faith, raises a safety concern, or helps with an investigation. No one will be punished, demoted, or treated poorly for doing the right thing. If you believe you've experienced retaliation, contact Human Resources at HR@american-stucco.com immediately.

Employee Name	Employee Signature	Date

#### **Job Site Conduct & Cleanliness**

When you're on a client's site, you represent both American Legacy and your crew. Keep it professional: no profanity or smoking on client property, and keep personal phone use to a minimum. Always be respectful to clients, their guests, and their property.

Before starting work, take a quick look around your area. Make sure it's safe, clear of obstacles, and that nothing nearby could be damaged while you're working. If you see an issue, let the site superintendent know before you begin.

If something does get damaged, report it immediately to your supervisor so it can be handled quickly and professionally with the client.

Throughout the day, keep your area clean—don't leave food, drinks, or trash lying around. At the end of your shift, do a final cleanup and walk-through to leave the site safe, tidy, and secure. A clean job site keeps crews safe and leaves a strong impression on our clients.

#### **Emergency Preparedness**

Each site has its own emergency response plan. Follow the lead of the client's superintendent at all times—they are in charge of the site and its evacuation plan. Make sure you know their expectations, ask questions if anything is unclear, and keep them informed of your location and movements. In an emergency, follow their directions first, and notify American Legacy management as soon as possible.

Employee Name	Employee Signature	Date
Heat Injury/Illness Pr	evention	
Working outdoors means dealing v safe, water and shade are always av Drink water often, even if you're n you start feeling dizzy, sick, or overl	vailable, and breaks are encou ot thirsty, and let your superv	raged when it gets hot.
Look out for your teammates, too speak up. If it looks serious, we'll ca and hydrated helps keep us all wor	ll 911 immediately. Safety come	

Employee Signature



Employee Name

Date

#### **Equipment, PPE & Elevated Surfaces**

At American Legacy, safety starts with using the right tools the right way. Employees are expected to treat all company equipment with care and only use it when trained and authorized. If something is broken, missing, or doesn't feel safe, stop using it immediately and tell your supervisor. Never operate unsafe or unfamiliar equipment.

#### Personal Protective Equipment (PPE)

The gear you wear matters just as much as the tools you use. Hard hats, safety glasses, gloves, fall-protection, respirators and other PPE must be worn when required based on the safety needs of each individual job or task.

Always check that your PPE fits properly and is in good condition before starting work. Don't begin any task unless you have the right protective gear.

#### Scaffolds, Ladders & Elevated Surfaces

Much of our work is performed at heights, so extra caution is required. You must be trained before using scaffolds, ladders, or fall protection equipment. All scaffolding and ladders must be inspected daily, kept clear of clutter, and used only on stable, level ground. When climbing ladders, maintain three points of contact and never carry heavy loads up by hand—use hoists or hand lines instead.

Fall protection is required when working six feet or more above the ground, unless guardrails or another protective system is in place. Always use approved harnesses, lanyards, and secure anchor points, and inspect your gear before every use.

#### Your Responsibility

If you see unsafe equipment, missing PPE, or unsafe practices, report it right away. Everyone shares responsibility for keeping the job site safe, and following these rules helps make sure every crew member goes home safe at the end of the day.

Employee Name	Employee Signature	Date

#### **Envioronmental & Hazard Communication**

American Legacy Stucco & Stone is committed to protecting both our crews and the environment. On every job site, employees are expected to help control dust, use proper washout stations, and dispose of leftover materials safely. Fuels, sealants, and other chemicals must be stored correctly, and any leaks or spills should be reported right away so they can be handled properly.

You also have the right to know about any hazardous chemicals you may encounter. All materials must be clearly labeled, Safety Data Sheets (SDSs) are always available, and you will receive training on how to handle chemicals safely. The use of personal protective equipment is required when necessary, and any concerns should be brought to your supervisor or to HR at HR@american-stucco.com.

Employee Name	Employee Signature	Date

#### Vehicle Use & Maintenance

When driving for American Legacy Stucco & Stone — whether in a company vehicle or your own — safety and professionalism come first. All drivers must hold a valid license, keep an acceptable driving record, and, if using a personal vehicle, carry proper insurance. Any changes to your license or driving status must be reported right away.

Company vehicles are for business use only unless management gives written approval otherwise. Drivers are expected to follow all traffic laws, wear seat belts, and avoid distractions like phone use. Driving under the influence, reckless behavior, or unsafe practices will not be tolerated.

Before each trip, do a quick check of brakes, tires, lights, and fluids to make sure the vehicle is safe. Report any issues before driving. Vehicles should be kept clean, and smoking inside is not allowed.

If an accident happens, your first priority is safety. Call emergency services if needed, then notify your supervisor immediately - and before leaving the scene. A written report, police report, and photos may be required, so it's important to report incidents right away.

The company may use GPS or other tools to monitor vehicle use to help ensure safety and protect property.

Employee Name	Employee Signature	Date





## **EMPLOYMENT APPLICATION**



valid for one year. Please complete all sec	ctions clearly and accurately. Incomplete ap	pplications may not be	e considered.	
1 PERSONAL INF	ORMATION			
First Name	Last Name			
Cell Phone	Email			
Address				
2 INTEREST, ELI	GIBILITY & QUALIFICA	TIONS		
Position(s) Applied For (Select all the	at apply)			
Scaffold Crew Member	Lath Crew Member		Stucco Crew Me	mber
such, employment will be contin	Note: Warranty Techs are required to drive ngent upon maintaining a valid driver's lic be obtained prior to hiring and at any time	cense and an accepta	able motor vehicle re	
License Number	State of Issuance	Exp	piration	
Have you had any moving violation	ns in the last 3 years?	Yes No		
Has your license ever been suspen	nded, revoked, or restricted?	Yes No		
Are you at least 18 years old and aut	horized to work in the United States?	,	Yes	No
Have you worked with American Leg	gacy Stucco & Stone before?		Yes	No
If yes, when?				
Can you perform the essential dutie	s with or without reasonable accomn	nodation?	Yes	No
Do you have reliable transportation	to and from job sites throughout the	day?	Yes	No
What is the maximum distan	ce you are willing to travel in a day?			
Years of Experience in Lath	Stucco	Stone	ework	
Provide the following information for you	ır <b>two most recent employers.</b> If you have	not had two employe	ers, please explain.	
Employer	Position	Y	ears Worked	
Employer	Position	Y	ears Worked	
3 LEGAL ACKNO	WLEDGEMENTS			
	equal opportunity employer. Employment identity or expression, national origin, age eral, state, and local law.			
	n this application is true and complete to tions may result in disqualification from en			hat false
I understand that if I am hired, my emplo	oyment will be on an at-will basis. This mea	ıns either I or America	an Legacy Stucco & St	one mav

terminate the employment relationship at any time, with or without cause or notice, subject to applicable law. No representative of the company has authority to enter into any agreement contrary to the at-will relationship.

**Applicant Signature** 

**Date Submitted** 

## **Profile Picture Upload**



#### **Profile Picture Guidelines**

Please upload a recent, clear photo of yourself for your employee profile.

#### Photos should be:

- Current (taken within the last 12 months).
- Clear and professional (limited filters, no hats, or sunglasses).
- Easy to recognize (your face should be centered and visible).

This helps us keep accurate records and makes it easier for others to recognize you.

## INITIAL EMPLOYMENT NOTICE



This notice confirms the key details of your at-will employment with American Legacy Stucco & Stone, including your position, pay details, and other important information. Please review carefully and keep a copy for your records.

_						
1 E	MPLOYEE I	NFORMAT	ION			
First Name			Last Name			
Cell Phone			Email			
Address			City, State	Zip		
Birth Date		Sex	Social Sec			
Ethnicity		Size	Status	Veteran		
2 E	MPLOYMEN	T INFORM	IATION			
Company			FEIN			
Main Office			Contact			
Position			Manager			
FLSA Status			Reg Rate	OT Rate		
Piece Rate	Yes No					
Pay Day	on		Category			
Based on your start date, your first pay day will be Friday,						
3 E	MERGENCY	INFORMA	TION			
please provide th	ne emergency contac	t and basic medica	al information below. Th	nsure we can respond quickly and appropriately, nis information will be kept confidential and only ife or health threatening emergency.		
Full Name			Allergies			
Relationship			Conditions			
Mobile Phone						
Address			Medications			
	Same as Emp	oyee				
4 C	ERTIFICAT	ION & AC	(NOWLEDGE	MENT		
				edge. I understand it is my responsibility to keep - for the duration of my employment.		
Manager		Date	Employee	Date		

18

## **EMPLOYEE PROFILE**



This information is personal and confidential. It may only be used in matters of employment and shared in cases of emergency

1 EMPLOYEE INFORMATION					
First Name Cell Phone		Last Name Email			
Address		City, State		Zip	
Ethnicity	Size	Birth Date		Sex	
2 E	MERGENCY INFORM	ATION			
please provide th	ard to maintain safe job sites, emerge e emergency contact and basic medi cal professionals or other essential per	cal information belov	v. This information will be kep	pt confidential and onl	
Full Name		Allergies			
Relationship		Conditions			
Mobile Phone					
Address		Medications			
	Same as Employee				
3 C	ERTIFICATION & AC	KNOWLED	GEMENT		
•	above information is true and accurate current - through Workforce or by subi	9	9		
		Employ	/ee	Date	

19

### **JOB DESCRIPTION**



### STUCCO CREW MEMBER

Reports To Raymond FLSA Status Non-Exempt, Piece Rate

**Department** Field Operations Category Variable Full-Time Field (VFF)

#### **POSITION SUMMARY**

The Stucco Crew Member supports the construction and finishing of residential and commercial projects by assisting with the preparation, application, and finishing of stucco and related exterior coatings. This position requires reliability, teamwork, and a commitment to safety and quality workmanship in all phases of stucco installation.

#### 2 KEY RESPONSIBILITIES

- Prepare work surfaces by cleaning, taping, and applying lath, netting, or other base materials.
- Mix, handle, and transport stucco, plaster, and other construction materials as directed.
- Apply base coats, scratch coats, and finish coats of stucco under the supervision of the crew leader.
- Operate hand tools and equipment (trowels, floats, mixers, scaffolding, etc.) safely and effectively.
- Assist with erecting, moving, and dismantling scaffolding and ladders.
- Maintain a clean, organized, and safe work area, including cleanup of tools, equipment, and debris.
- Follow site safety protocols, including use of PPE (hard hats, gloves, harnesses, etc.).
- Support fellow crew members in completing projects efficiently and meeting quality standards.
- Perform other duties as assigned by the Crew Leader or Supervisor.

#### QUALIFICATIONS & CONDITIONS

#### **Required Qualifications**

3

- Ability to perform physical labor outdoors in varying weather conditions.
- Willingness to learn stucco techniques and follow directions from supervisors.
- Reliability and punctuality for assigned shifts.
- Ability to lift 50+ lbs, climb ladders, and work on scaffolding or elevated surfaces.

#### **Preferred Qualifications**

- Prior construction or stucco experience.
- Familiarity with mixing materials, operating mixers, or trowel work.
- Basic knowledge of job site safety practices.

#### **Working Conditions**

- Work is performed primarily outdoors on active construction sites.
- Frequent standing, bending, lifting, and climbing.
- Exposure to dust, cement, lime, and weather conditions.
- May require overtime, evenings, or weekends depending on project schedules.

This is an employment-at-will relationship. American Legacy Stucco and Stone is an Equal Opportunity Employer who provides ADA compliant Reasonable Accommodation.

Employee

20

Date

## Handbook Acknowledgement



I acknowledge that I have received a copy of the American Legacy Stucco & Stone Employee Handbook. I understand that it is my responsibility to read the handbook and become familiar with its policies, procedures, and expectations. If I have any questions, I know I can ask my manager or Human Resources for clarification.

I also acknowledge that I have received training on certain key policies as part of this new-hire onboarding. This includes, but are not limited to, the Company's safety rules, anti-harassment and non-discrimination policies, and attendance standards.

I understand that this handbook is not a contract of employment. My employment is at-will, which means that either the Company or I may end the employment relationship at any time, with or without cause or notice, as permitted by law. I further acknowledge that the policies in this handbook may be changed, updated, or withdrawn at the Company's discretion, and that I will be informed of any such updates.

I am aware that Company policies and important notices, including this Employee Handbook, are maintained through the Intuit Workforce platform. I understand it is my responsibility to access the most current information there, and I may contact Human Resources at HR@americanstucco.com if I have questions or would prefer printed materials.

Employee Name	Employee Signature	Date	



#### **Employment Eligibility Verification**

USCIS Form I-9

#### Department of Homeland Security

U.S. Citizenship and Immigration Services

OMB No.1615-0047 Expires 05/31/2027

START HERE: Employers must ensure the form instructions are available to employees when completing this form. Employers are liable for failing to comply with the requirements for completing this form. See below and the Instructions.

ANTI-DISCRIMINATION NOTICE: All employees can choose which acceptable documentation to present for Form I-9. Employers cannot ask employees for documentation to verify information in Section 1, or specify which acceptable documentation employees must present for Section 2 or Supplement B, Reverification and Rehire. Treating employees differently based on their citizenship, immigration status, or national origin may be illegal.

Section 1. Employee Inday of employment, but				yees r	must compl	lete and	d sign Sec	tion 1 of Fo	orm I-9 i	no later tha	an the first
Last Name (Family Name)		First Name	First Name (Given Name) Middle Initial (if any) Other Last Na				Names U	sed (if any)			
Address (Street Number and	Name)	A	pt. Number (i	if any)	City or Town	1			State	ZIP	Code
Date of Birth (mm/dd/yyyy)	U.S. Soc	cial Security Number	Empl	loyee's	Email Addres	s			Employe	e's Telephone	e Number
I am aware that federal I provides for imprisonme fines for false statement use of false documents, connection with the conthis form. I attest, under of perjury, that this information including my selection cattesting to my citizenst immigration status, is tracorrect.  Signature of Employee  If a preparer and/or transport of the employee authorized by the Secretan documentation in the Additional contents.	ent and/or ts, or the in npletion of r penalty rmation, of the box nip or ue and nslator assist eview and ployee's firs	3. A lawful p 4. An alien a If you check I USCIS A-Num  ted you in completi	of the United ten national of the united and the national of term number of tem number	States of the U sident ( work u 4., ent Form	nited States (S Enter USCIS of Intil (exp der one of thes I-94 Admission Derson MUST authorized re sically examplination of de	See Instruct A-Num  b. date, if  ce:  complete	ber.) any)  For OR For Today's Date the Preparatative must	reign Passpo e (mm/dd/yyyy rer and/or Tra	rt Numbe	er and Count	ry of Issuance on Page 3.
Issuing Authority  Document Number (if any)								-			
Expiration Date (if any)											
Document Title 2 (if any)			Add	dition	al Informati	on					
Issuing Authority											
Document Number (if any)											
Expiration Date (if any)											
Document Title 3 (if any)											
Issuing Authority											
Document Number (if any)											
Expiration Date (if any)				Check	here if you us	ed an alto	ernative proc	edure authoriz	ed by DH	S to examine	documents.
Certification: I attest, under employee, (2) the above-liste best of my knowledge, the er	d documenta	ation appears to be	genuine and	d to rel	ate to the em					ay of Employr d/yyyy):	nent
Last Name, First Name and Tit	tle of Employe	r or Authorized Repr	esentative	Si	gnature of Em	ployer or	Authorized	Representative	)	Today's Da	te (mm/dd/yyyy)
Employer's Business or Organ	ization Name		Employer's	s Busin	ess or Organia	zation Ad	dress, City o	r Town, State,	ZIP Code	)	

For reverification or rehire, complete Supplement B, Reverification and Rehire on Page 4. Page 1 of 4 Form I-9 Edition 01/20/25



22



## FORM I-9 Document(s)



#### OR



Documents that Establish Both Identity and Employment Authorization

- 1. U.S. Passport or U.S. Passport Card
- 2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
- 3. Foreign passport that contains a temporary I-551 stamp or temporaryI-551 printed notation on a machine-readable immigrant visa
- 4. Employment Authorization Document that contains a photograph (Form I-766)
- For an individual temporarily authorized to work for a specific employer because of their status or parole:
  - a. Foreign passport; and
  - b. Form I-94 or Form I-94A that has the following:
    - i. The same name as the passport; and
    - ii. An endorsement of the individual's status or parole as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.
- 6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI



AND



#### **ONE List B Document**

#### Documents that Establish Identity

- 1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address
- 2.ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address
- 3. School ID card with a photograph
- 4. Voter's registration card
- 5.U.S. Military card or draft record
- 6. Military dependent's ID card
- 7.U.S. Coast Guard Merchant Mariner Card
- 8. Native American tribal document
- 9. Driver's license issued by a Canadian government authority

#### Persons under age 18 may alternatively use

- 1 School record or report card
- 2.Clinic, doctor, or hospital record
- 3. Day-care or nursery school record

#### **ONE List C Document**

#### Documents that Establish EmploymentAuthorization

- 1.A Social Security Account Number card, unless the card includes one of the following restrictions:
  - a.NOT VALID FOR EMPLOYMENT
  - b. VALID FOR WORK ONLY WITH INS AUTHORIZATION
- 2.Certification of report of birth issued by theDepartment of State
- (Forms DS-1350,FS-545, FS-240)
  3.Original or certified copy of birth certificate issued by a State,
- county, municipal authority, or territory of the United States bearing an official seal
- 4. Native American tribal document
- 5.U.S. Citizen ID Card (Form I-197)
- 6.Identification Card for Use of ResidentCitizen in the United States (Form I-179)
- 7.Employment authorization document issued by the Department of Homeland Security
  - a.For examples, see Section 7 and Section 13 of the M-274 onuscis.gov/i-9-central.
  - b.The Form I-766, Employment Authorization Document, is a List A, Item Number 4. document, not a List C document.



#### Supplement B, Reverification and Rehire (formerly Section 3)

USCIS Form I-9 Supplement B

OMB No. 1615-0047 Expires 05/31/2027

#### Department of Homeland Security U.S. Citizenship and Immigration Services

Last Name (Family Name) from Section 1.	First Name (Given Name) from Section 1.	Middle initial (if any) from Section 1.

Instructions: This supplement replaces Section 3 on the previous version of Form I-9. Only use this page if your employee requires

reverification, is rehired w the employee's name in th	ithin three years of the dat e fields above. Use a new p this page as part of the	te the original Form I-9 was section for each reverifica employee's Form I-9 recor	completed, or provides pro tion or rehire. Review the F d. Additional guidance can l	of of a orm 1-9	legal name c	hange. Enter
Date of Rehire (if applicable)	New Name (if applicable)					
Date (mm/dd/yyyy)	Last Name (Family Name)		First Name (Given Name)			Middle Initial
		our employee can choose to nt information in the spaces	present any acceptable List A below.	or List	C documentat	ion to show
Document Title		Document Number (if any)		Expir	ation Date (if an	y) (mm/dd/yyyy)
			oyee is authorized to work in to be genuine and to relate to			
Name of Employer or Authoriz	ed Representative	Signature of Employer or Au	thorized Representative		Today's Date	(mm/dd/yyyy)
Additional Information (Initi	ial and date each notation.)					ou used an edure authorized nine documents.
Date of Rehire (if applicable)	New Name (if applicable)		···		,	
Date (mm/dd/yyyy)	Last Name (Family Name)		First Name (Given Name)			Middle Initial
		our employee can choose to nt information in the spaces Document Number (if any)	present any acceptable List A below.			ion to show y) (mm/dd/yyyy)
	umentation, the documen		oyee is authorized to work in to be genuine and to relate to horized Representative		ndividual who	
Additional Information (Initi	ial and date each notation.)					ou used an edure authorized nine documents.
Date of Rehire (if applicable)	New Name (if applicable)					
Date (mm/dd/yyyy)	Last Name (Family Name)		First Name (Given Name)			Middle Initial
		our employee can choose to nt information in the spaces	l present any acceptable List A below.	or List	C documentat	ion to show
Document Title		Document Number (if any)		Expir	ation Date (if an	y) (mm/dd/yyyy)
			oyee is authorized to work in to be genuine and to relate t			
Name of Employer or Authoriz	ed Representative	Signature of Employer or Au	thorized Representative		Today's Date	(mm/dd/yyyy)
Additional Information (Initi	al and date each notation.)					ou used an edure authorized mine documents.

Form I-9 Edition 01/20/25 Page 4 of 4



24

## Reverification & Rehire FORM I-9 Document(s)



#### **ONE List A Document**

- Documents that Establish Both Identity and Employment Authorization

  1. U.S. Passport or U.S. Passport Card

  2. Permanent Resident Card or AlienRegistration Receipt Card (Form I-551)

  3. Foreign passport that contains a temporary I-551 stamp or temporaryI-551 printed notation on a machine-readable immigrant visa

  4. Employment Authorization Document that contains a photograph (Form I-766)

  5. For an individual temporarily authorized to work for a specific employer because of their status or paraller.

- status or parole:

  a. Foreign passport; and

  b. Form I-94 or Form I-94A that has the following:

  i. The same name as the passport; and

  ii. An endorsement of the individual's status or parole as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.

  6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI

OR



#### **ONE List C Document**

- Documents that Establish EmploymentAuthorization

  1.A Social Security Account Number card, unless the card includes one of the following restrictions:

  a. NOT VALID FOR EMPLOYMENT

  b. VALID FOR WORK ONLY WITH INS AUTHORIZATION

  c. VALID FOR WORK ONLY WITH DHS AUTHORIZATION

  2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545,

- FS-240)
  3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
  4. Native American tribal document
  5. U.S. Citizen ID Card (Form I-197)
  6. Identification Card for Use of ResidentCitizen in the United States (Form I-179)
  7. Employment authorization document issued by the Department of Homeland Security a. For examples, see Section 7 and Section 13 of the M-274 onuscis.gov/i-9-central.
  b. The Form I-766, Employment Authorization Document, is a List A, Item Number 4. document, not a List C document.



# BENEFIT GUIDE

From Healthcare to Retirement — We've Got You Covered



## **Investing in You**

#### To the Entire American Legacy Team,

Our success at American Legacy Stucco and Stone ("American Legacy" or "the Company") is built on the hard work and dedication of our employees. Each of you plays an important role in the quality of our projects and the strength of our reputation, and we want to make sure you feel valued and supported in return.

This Benefit Guide is one way we demonstrate that commitment. The benefits offered here are designed to protect you and your family, support your health and well-being, and provide peace of mind. Whether it's medical coverage, financial wellbeing, or resources to help you through life's challenges, these programs are here to help you thrive at work and at home.

We know that choosing benefits can feel overwhelming, but we encourage you to take time to review the options and ask questions. Our goal is to make sure these plans truly serve your needs, so you can focus on your work and your future with confidence.

Thank you for the dedication and professionalism you bring to American Legacy every day. We're proud to invest in you — because when our people succeed, our company succeeds.

#### — American Legacy Stucco & Stone Leadership







## **Benefit Guide Contents**

RETIREMENT

**HEALTH INSURANCE** 

EMPLOYER SPONSORED	DEFINED CONTRIBUTION PLAN
Eligibility	Eligibility
Enrollment44	MEDICAL
Waiver45	Wrap SPD2 SBCs2 Special Enrollment4
ADDITIONAL INSURANCES INDIVIDUAL ALLSTATE PLANS	COBRA General Notice4 Marketplace Exchange4
Dental	Medicare Part D
TIME AWAY FROM WORK	RETIREMENT SPD4 QDIA4 Automatic Enrollment4
Paid Sick Time42 Paid Time Off42 Paid Holidays42	

#### **DISCLAIMERS**

This employee benefits guide highlights the main features of your benefit programs. It is intended to help you choose the benefits that are best for you.

This brochure does not include all rules and details. including limitations and exclusions for these plans. the terms of your benefit plans are governed by legal documents, including insurance contracts.

Should there be any inconsistencies between this brochure and the legal plan documents. The plan documents are the final authority.



The individually purchased additional insurance plans offered through Allstate are provided through our partnership with



Please enroll any time through your Workforce App.

# Health Insurance



American Legacy is proud to support the health and well-being of our employees and their families by offering comprehensive medical coverage to help manage healthcare costs and provide peace of mind. The following section explains eligibility, coverage start dates, and how to enroll.



#### Benefit Plan Year

American Legacy's benefit plan year begins on December first and runs through November.

Our 2025 plan year is 12/01/2024 - 11/30/2025

### **Employee Eligibility**

All full-time employees working an average of 30 or more hours per week are eligible for health insurance on the first day of the month **following 60 days** of employment.

### Dependent Eligibility

To be eligible for enrollment in your benefit plans, the dependent must be:

- Your legal spouse
- Your biological child, step child, legally adopted child or a child for whom you, the employee, are a legal guardian up to their 26<sup>th</sup> birthday or beyond if they cannot work to support themselves due to mental or physical disabilities.

# Health Insurance



American Legacy offers three medical plans administered through EMI and Blue Cross Blue Shield (BCBS). These options range from free or low-cost to higher-cost coverage, giving employees flexibility to choose the plan that best fits their needs. While some plans allow you to see any provider, you'll save money and maximize your benefits by using innetwork providers.



#### What is MEC?

MEC stands for Minimum Essential Coverage. It's a type of health insurance that meets the basic requirements of the Affordable Care Act (ACA) for having health coverage. MEC plans are designed to cover preventive services like annual checkups, screenings, and immunizations at no cost to you.

It's important to know that while MEC satisfies the ACA requirement, it does not provide the same level of protection as a full medical plan. MEC generally does not cover hospital stays, surgeries, or major medical expenses.

American Legacy contributes toward the cost of employee health coverage and ensures that the basic MEC plan is available free of charge to all eligible employees. This guarantees every team member access to essential preventive care, even if they choose not to enroll in one of the more comprehensive medical plan options.

## Health Insurance Plan Optic

#### **Summary of Benefits**

Calendar-Year Deductible

Max Out of Pocket

Coinsurance

TeleMedicine

Preventive Care

**Primary Care Visit** 

Specialist Visit

**Urgent Care** 

Lab & X-Ray (Major, CT, MRI)

Lab & X-Ray (Radiology, Lab)

**Outpatient Services** 

Inpatient Services (Hospital)

**Emergency Room** 

#### Prescription/Mail Order\*

Tier 1 - Generic

Tier 2 - Preferred

Tier 3 - Non-Preferred

#### **Speciality Prescriptions**

Tier 1 - Generic

Tier 2 - Preferred

Tier 3 - Non-Preferred

#### Your Cost per Pay Period

**Employee Only** 

Employee + Spouse

Employee + Child(ren)

**Employee + Family** 

#### **MEC Basic**

None

None

None

No Copay

Covered 100%

**Not Covered** 

Not Covered

**Not Covered** 

Not Covered

Not Covered

**Not Covered** 

Not Covered

**Not Covered** 

Discount Only

Discount Only

Discount Only

**Not Covered** 

**Not Covered** 

### **MEC Enhanced**

None

None

None

No Copay

Covered 100%

\$20 Copay (3 incl. Spec\*\*)

\$50 Copay (3 incl. PCP\*\*

\$50 Copay

\$250 Copay (1\*\*)

\$50 Copay (3\*\*)

Covered 100%\*\*

**Not Covered** 

**Not Covered** 

10%

50%

Discount Only

Not Covered **Not Covered** 

**Not Covered** 

**Not Covered** 

17.08

32.08

38.54

0.00

6.92

10.16

17.08

51.23 \*\*Subject to annual limits

<sup>\*</sup>ACA mandated preventive prescriptions are covered in full on all plans







### EMI BCBS (\$5,000 / \$10,000)

In-Network	Out-of-Network
\$5,000 / \$10,000	\$10,000 / \$20,000
\$7,500 / \$15,000	\$15,000 / \$30,000
100% after deductible	50% after deductible
Not Covered	Not Covered
Covered 100%	Not Covered
\$30 Copay	50% after deductible
\$60 Copay	50% after deductible
\$75 Copay	50% after deductible
100% after deductible	50% after deductible
Covered 100%	50% after deductible
100% after deductible	50% after deductible
100% after deductible	50% after deductible
\$400 Copay	\$400 Copay

Calendar-Year Deductible
Max Out of Pocket
Coinsurance
TeleMedicine
Preventive Care
Primary Care Visit
Specialist Visit
Urgent Care
Lab & X-Ray (Major, CT, MRI)
Lab & X-Ray (Radiology, Lab)
Outpatient Services
Inpatient Services (Hospital)

\$15 Copay	10%
\$40 Copay	50%
\$80 Copay	Discount Only

\$15 Copay	10%
\$40 Copay	50%
\$80 Copay	Discount Only

Tier 3 - Non-Preferred	
Speciality Prescriptions	

Prescription/Mail Order\*

25%	, \$150	max/yr	
25%	, \$250	max/yr	
30%	, \$500	max/yr	

Her	1 -	Generic	
Tier	2 -	Preferred	

**Emergency Room** 

Tier 1 - Generic

Tier 2 - Preferred

Tier 3 - Nor	n-Pre	terre	d
--------------	-------	-------	---

	181.25	
	394.58	
	355.79	
V.,	607.91	

Employee Only	
Employee + Spouse	

Your Cost per Pay Period

Employee + Spouse Employee + Child(ren)

Employee + Family

\*ACA mandated preventive prescriptions are covered in full on all plans

33



# Online Services Finding a Provider

As a member of EMI Health, you can take advantage of a large choice of in-network providers locally and nationally. To find an in-network provider, follow these steps.

Go to emihealth.com and click on + FIND A PROVIDER along the upper part of the home page, or use the green button below.



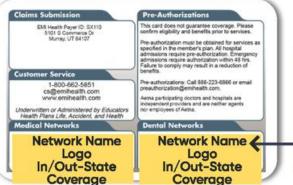
Click on either the MEDICAL,
DENTAL, or VISION tab, Choose
your NETWORK NAME (see note
below on how to locate your
network) from the drop down
menu, Choose your STATE, and
click SEARCH.



Scroll down to see a list of participating providers along with their contact information.

If you'd prefer to search for a specific provider, enter the **PROVIDER NAME** in the field and click the **SEARCH** button.





#### Locating your NETWORK NAME on your ID Card:

You can find the searchable **Network Name** within each category (medical/dental/vision) of your subscribed types of coverage. If applicable, there will be network logos for "within state" and "out-of-state" coverage networks.

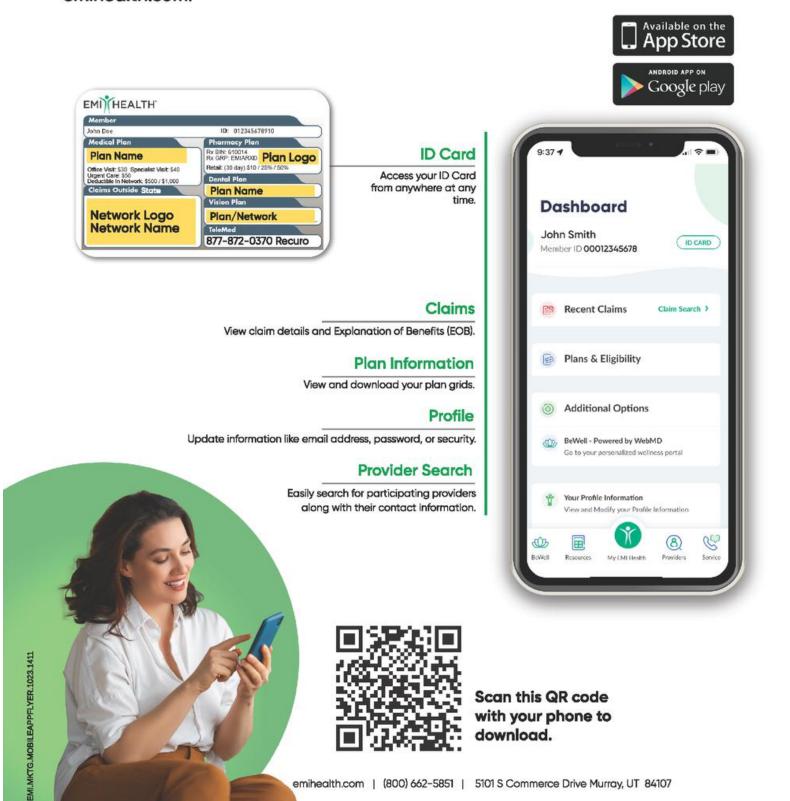
Questions? 1 (800) 662-5851

### Your benefits. Anytime, Anywhere,



## The EMI Health App

Download the app and log in using your My EMI Health username and password. If you haven't registered your account, you can do so in the app or online at emihealth.com.



## **TeleMedicine**



### Reach a doctor 24/7/365

Some 70% of doctor visits can be handled over the phone, and 40% of urgent care visits can be managed using TeleMedicine. Save time and money while still getting the treatment you need through EMI Health TeleMed offered through Recuro Health (formerly WellVia).



#### How do I use it?

Telemedicine doctors diagnose acute, non-emergent medical conditions and prescribe medications when clinically appropriate. Speak with a doctor anytime and pay no consultation fee rather than paying the high costs associated with office, urgent care, and ER visits.

### **Common Conditions**

Acid Reflux + Allergies + Asthma
Bladder Infection + Bronchitis + Cold/Flu
Constipation + Cough + Ear Pain Fever
Gout + Headache + Hemorrhoids + High
Blood Pressure + Joint Pain + Nausea
Pink Eye + Rashes + Sinus Conditions
Sore Throat + UTIs + Yeast Infections



# **TeleMedicine**



Making Advanced Healthcare **Accessible** 



- Primary Care Visits in 24-48hrs
- 1:1 Patient/Doctor Relationships
- Prioritizes Prevention Over Sick-Care
- Healthier Outlook = Lower Costs





Download
The App To
Your Device







# GoodRx



# **How GoodRx Works**







## **Compare Prices**

Drug prices vary by pharmacy. Use GoodRx to find current prices and discounts that are often lower than cash prices even without insurance!

## **Get Free Coupons**

GoodRx Coupons can help you pay less than the cash price for your prescription.

# **Use at Pharmacy**

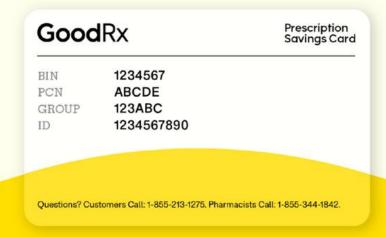
lt's easy. Just bring your free coupon to the pharmacy when picking up your prescription.







# Save up to 80% at over 70,000 pharmacies nationwide.



# No insurance necessary!





# Download The GoodRx App Today

# Questions?

Talk to the insurance pros at

# resecō







In addition to your American Legacy HR team, who remain available at HR@american-stucco.com, you also have access to the professional benefits team at Reseco Insurance Advisors.

Reseco partners with us to design and manage our benefits package. They are experts in health insurance and are the best resource for assistance with complex billing or claims questions.



# reseco BETTER BUSINESSES BETTER LIVES

## Savana York

Client Manager 480-414-3464 syork@resecoadvisors.com

# **Nichol Bingham**

Assistant Acct Manager
602-753-4302
nbingham@resecoadvisors.com



As an American Legacy employee, you have access to additional benefits through our partnership with Quickbooks Workforce.

Because they are voluntary, post-tax products, most can be elected at any time during employment through the Workforce app. Most Allstate plans are portable, meaning you may keep them and simply transition to personal billing if your employment with us ends.

Please reference your Workforce app for more details.



Dental



Vision



Accident



Critical Illness



Term Life

# Still need the App?

A registration link was sent as part of your initial onboarding. If you can't find it or run into trouble while registering, please email us at HR@american-stucco.com for further assistance.





# **Paid Time Away**



Time away from work is an important part of staying healthy, balanced, and productive. American Legacy provides paid time off, sick time, and holiday benefits to give you the flexibility to rest, recharge, and take care of personal needs. Please see your handbook for full details.



# Paid Sick Time

All American Legacy employees earn 1 hour of paid sick leave for every 30 hours they work. Paid sick leave balances are updated weekly and can be found on your pay statements or in your workforce app.

## Paid TIme Off

Administrative employees who work at least 30 hours each week earn .77 hours of paid time off each pay period (40-hours over the course of a full year).

# Paid Holidays

American Legacy generally observes 6 paid holidays per year. Due to the variable nature of our business, not all employee groups qualify for paid holiday leave. Please reference the employee handbook for details.

# Requesting Time Off

All time-off requests must be submitted through our Intuit Workforce app for your manager to review and approve. Your manager or HR are available to assist if you don't know how.

# Retirement



American Legacy Stucco & Stone offers a Profit Sharing Plan to help you save for the future. The plan is funded entirely by the Company — you don't make contributions. Each year, the Company may choose to add money to the plan based on business performance. If a contribution is made, it's shared among eligible employees according to the plan's rules.

# Eligibility

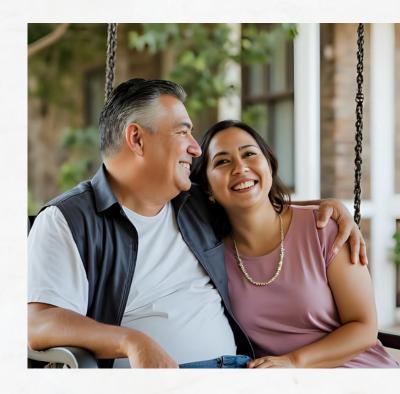
All employees become eligible to participate in the retirement plan after completing one year of service with at least 1,000 hours worked.

Breaks in service (fewer than 501 hours in a year) may delay or affect eligibility.

If you are rehired, prior service may count toward eligibility unless it was disregarded under break-in-service rules.



Employer contributions become yours over time based on years of service. You're 20% vested after 2 years, with an additional 20% each year, reaching 100% after 6 years. Breaks in service may affect vesting. You keep the vested portion of your account if you leave the Company.



# Have Questions?

American Legacy's retirement plan is self-administered. Please review your Summary Plan Description for full details and send any questions you may have to Human Resources at HR@american-stucco.com.

# HEALTH PLAN ENROLLMENT



1 ACT	IVE EMPLOYEE	INFOR	MATIO	N.			
First Name Cell Phone			st Name				
Address		Cit	ty, State		Zip		
Position		Hi	re Date		Eligibile		
Social Sec		Bi	rth Date		Sex		
2 HEALTH INSURANCE PLAN OPTIONS							
Health Plan Select	ed Covera	ige Level		Yo	our Cost per	Pay Period	
FAMILY MEMBERS	TO BE COVERED						
Relationship	Full Legal Name	Sex	Birth Date	Social Security	Address		
OTHER INSURANC	E INFORMATION						
C.F.D	TIFICATION 8	A C K N O	WLEDG	FMENTS			
(Self)	TIFICATION & A				1 1007 1100 10		
the policies issues by EMI He I authorize the deduction from the properties of the application has be such agreements or group enrollment situation (i.e., magualifying event, I may elect I authorize EMI Health to si	to which I may be entitled or to which ealth. I accept the terms of group agre om my earnings of any contribution I een accepted by the other underwriting policies. I understand that I am no arriage, divorce, birth, death, adoption, to terminate coverage for myself and/ hare PHI concerning me and my famulth care provider or HSA/HRA admi	ement between am required to r ng companies, a at entitled to ch placement for a for dependents b hily, including ad	my employer and make towards the d as applicable, and s ange my coverage doption, or loss of by providing writter fult	the plan and appoint my cost of this coverage. The shall become effective or e elections during the p other insurance coverage	employer to act a proposed coverag nly in accordance flan year, unless I ). I also understand	s agent on my behalf, e shall not take effect with the provisions of experience a special d that if I experience a	
information on an application	at any person who includes any fa on for an insurance policy may be subj		ind				
civil penalties.			Employe	e Signature		Date	
4 EMF	PLOYER SIGN-O	FF					
Approved By				wed the informatio			
Approved On			accuracy and	a engionity. This forf	ii is approved	ioi processing.	

# **HEALTH PLAN WAIVER**



1 ACTIVE EMPLOY	EE INFORMATION						
First Name	Last Name						
Cell Phone	Email						
Address	City, State	Zip					
Position	Hire Date	Eligibile					
Social Sec	Birth Date	Sex					
2 WAIVER OF OFF	ERED HEALTH INSURA	NCE PLANS					
I choose not to participate in the following group benefits that have been offered and waive such coverage(s).  Medical							
3 CERTIFICATION	& ACKNOWLEDGEMEN	тѕ					
I understand that I may later apply for the divorce, birth, death, adoption, placememployers next open enrollment period.	ent for adoption, or loss of other in						
	Employee Signatu	ure Date					
4 EMPLOYER SIGN	-OFF						
Approved By Approved On		I have reviewed the information provided above to confirm accuracy. This form is approved for processing.					

# **NEW HIRE CHECK LIST (HR)**



To be completed by the American Legacy HR Representative responsible for entering & maintaining the employment record.

1 PRE-HIRE	
Initial Workforce Setup	Notes
Processed By	
Processed On	
2 POST-HIRE	
Complete & Verify Onboarding Info Workforce - Full Profile Setup Workforce - Time Setup w/ Geo Fer Dynafile - Full File Registration Benefits - Enroll/Waive in System	
Processed By	
Processed On	
3 FOLLOW UP	
	Notes
Processed By	
Drococcod On	

# THANK YOU and Welcome!

We're so glad you've taken the time to read through this guide and learn about American Legacy Stucco & Stone. By joining our team, you're not just starting a job — you're becoming part of a community that values hard work, respect, and looking out for one another.

Thank you for your time and commitment to getting started the right way. We're excited to have you on board and can't wait to see the impact you'll make.

Welcome to the team!





PROVIDED BY



+1-662-MODRNHR +1-662-663-7647 modrnHR.com



# EMPLOYMENT Legal Notices

# Read If You'd Like — Ask If You Need

The next section includes a collection of required employmlent notices. We know it can feel like a lot of fine print, but these documents are provided to protect you and keep you informed of your rights and options. You don't need to study every word — just know they're here for your reference.

While we make every effort to translate our materials into Spanish, some of these legal notices are only available in English. If you ever have questions or want help making sense of any of it, your HR team is always happy to help. You can reach us at HR@american-stucco.com.

For future reference, these notices are posted and kept updated in our online Employee Portal with our other policies and important notices.

# EMPLOYEE SAFETY AND HEALTH PROTECTION

The Arizona Occupational Safety and Health Act of 1972 (Act), provides safety and health protection for employees in Arizona. The Act requires each employer to furnish his employees with a place of employment free from recognized hazards that might cause serious injury or death. The Act further requires that employers and employees comply with all workplace safety and health standards, rules and regulations promulgated by the Industrial Commission. The Arizona Division of Occupational Safety and Health (ADOSH), a division of the Industrial Commission of Arizona, administers and enforces the requirements of the Act.

## As an employee, you have the following rights:

You have the right to notify your employer or ADOSH about workplace hazards. You may ask ADOSH to keep your name confidential.

You have the right to request that ADOSH conduct an inspection if you believe there are unsafe and/or unhealthful conditions in your workplace. You or your representative may participate in the inspection.

If you believe you have been discriminated against for making safety and health complaints, or for exercising your rights under the Act, you have a right to file a complaint with ADOSH within 30 days of the discriminatory action. You are also afforded protection from discrimination under the Federal Occupational Safety and Health Act and may file a complaint with the U.S. Secretary of Labor within 30 days of the discriminatory action.

You have the right to see any citations that have been issued to your employer. Your employer must post the citations at or near the location of the alleged violation.

You have the right to protest the time frame given for correction of any violation.

You have the right to obtain copies of your medical records or records of your exposure to toxic and harmful substances or conditions.

Your employer must post this notice in your workplace.

The Industrial Commission and ADOSH do not cover employers of household domestic labor, those in maritime activities (covered by OSHA), those in atomic energy activities (covered by the Atomic Energy Commission) and those in mining activities (covered by the Arizona Mine Inspector's office). To file a complaint, report an emergency or seek advice and assistance from ADOSH, contact the nearest ADOSH office:

Phoenix: 800 West Washington Phoenix AZ. 85007 602-542-5795 Toll free: 855-268-5251



Tucson: 2675 East Broadway Tucson, AZ. 85716 520-628-5478 Toll free: 855-268-5251

Industrial Commission web site: www.ica.state.az.us

Note: Persons wishing to register a complaint alleging inadequacy in the administration of the Arizona Occupational Safety and Health plan may do so at the following address:

U.S. Department of Labor – OSHA 230 N. 1st Ave., Ste. 202 Phoenix, AZ 85003 Telephone: 602-514-7250

Revised 10/11

# PROTECCION DE SEGURIDAD Y SANIDAD PARA EL EMPLEADO

El Acta de Seguridad y Sanidad Ocupacional de 1972 (Acta) provee protección de seguridad y sanidad para los empleados en Arizona. El Acta requiere que cada patron les ofrezca a sus empleados un lugar de empleo libre de riesgos reconocidos que puedan causar daño o muerte. El Acta también requiere que los patrones y empleados cumplan con las normas, y los reglamentos de seguridad y sanidad promulgados por la Comisión Industrial. La ejecución de esta ley se lleva a cabo por la División de Seguridad y Sanidad Ocupacional, un brazo de la Comisión Industrial de Arizona.

## Como empleado, Ud. tiene los derechos siguientes:

Tiene el derecho de notificar a su patron o a ADOSH sobre peligros en su lugar de trabajo. Puede pedir a ADOSH que mantenga su nombre confidencialmente.

Tiene el derecho de solicitar una inspección por parte de ADOSH si cree que existen condiciones peligrosas o poco saludables en su lugar de trabajo. Usted o su representante puede participar en la inspección.

Si cree que su patron lo ha discriminado por presentar reclamos de seguridad y sanidad o por ejercer sus derechos bajo el Acta, puede presentar una queja a ADOSH durante un plazo de 30 dias después de la acción de discriminación. También tiene protección de discriminación bajo el acta federal de seguridad y sanidad ocupacional y puede archivar una queja con el Secretario de Labor de los Estados Unidos dentro de 30 dias después de la discriminación alegada.

Tiene el derecho de ver las citaciones enviadas a su empleador. Su empleador debe colocar las citaciones en un lugar visible en el sítio de la supuesta infracción o cerca de el.

Tiene el derecho de protestar el tiempo dado para correjir una violación.

Tiene el derecho de recibir copias de su historial médico o de los registros de su exposición a sustancias o condiciones tóxicas y peligrosas.

Su empleador debe colocar este aviso en su lugar de trabajo.

La ley de seguridad y sanidad en el trabajo no aplica a aquellos patrones que emplean a servicio doméstico, a patrones de actividades marítimas (protejidos bajo OSHA), a patrones en actividades de energia atómica (protegidos bajo la Comisión de Energia Atómica), o a patrones en actividades mineras (protegidos por la Oficina del Inspector de Minas del Estado de Arizona). Para registrar una queja, reportar una emergencia o pedir asistencia de ADOSH, póngase en contacto con la oficina más cercana :

Phoenix: 800 West Washington Phoenix AZ. 85007 602-542-5795

Llamada gratis: 855-268-5251



Tucson: 2675 East Broadway Tucson, AZ. 85716 520-628-5478

Llamada gratis: 855-268-5251

Industrial Commission web site: www.ica.state.az.us

Nota: Personas que deseen registrar que al egando falta de adecuadez en la administración del plan de seguridad y sanidad ocupacional de Arizona pueden dirigirlas a la siguiente dirección:

U.S. Department of Labor – OSHA 230 N. 1st Ave., Ste. 202 Phoenix, AZ 85003 Teléfono: 602-514-7250

Revisado 10/11



# THE FAIR WAGES AND HEALTHY FAMILIES ACT

Effective January 1, 2025, Arizona's Minimum Wage Is: \$14.70 per hour

**EXEMPTIONS:** 

The Fair Wages and Healthy Families Act (the "Act") does not apply to any person who is employed by a parent or a sibling; any person who is employed performing babysitting services in the employer's home on a casual basis; any person employed by the State of Arizona or the United States government; or any person employed in a small business that grosses less than \$500,000 in annual revenue, if that small business is exempt from having to pay a minimum wage under section 206(a) of title 29 of the United States Code.

TIPS AND GRATUITIES:

For any employee who customarily and regularly receives tips or gratuities, an employer may pay tipped employees a maximum of \$3.00 per hour less than the minimum wage if the employer can establish by its records that for each week, when adding tips received to wages paid, the employee received not less than the minimum wage for all hours worked. Certain other conditions must be met.

RETALIATION & DISCRIMINATION PROHIBITED:

Employers are prohibited from discriminating against or subjecting any person to retaliation for: (1) asserting any claim or right under the Act; (2) assisting any person in doing so; or (3) informing any person of their rights under the Act.

**ENFORCEMENT:** 

Any person or organization may file a complaint with the Industrial Commission's Labor Department alleging that an employer has violated the Act. Certain time limits apply. A civil action may also be filed as provided in the Act. Violations of the Act may result in penalties.

**INFORMATION:** 

For additional information regarding the Act, you may refer to the Industrial Commission's website at www.azica.gov or contact the Industrial Commission's Labor Department: 800 W. Washington, Phoenix, Arizona 85007-2022; (602) 542-4515.

# **EARNED PAID SICK TIME**



## THE FAIR WAGES AND HEALTHY FAMILIES ACT

# **Earned Paid Sick Time**

**EXEMPTIONS:** The Fair Wages and Healthy Families Act (the "Act") does not apply to any person who is employed by a parent or a sibling; any person who is employed performing babysitting services in the employer's home on a casual basis; or any person employed by the State of Arizona or the United States government.

ENTITLEMENT AND AMOUNT: Beginning July 1, 2017, employees are entitled to earned paid sick time and accrue a minimum of one hour of earned paid sick time for every 30 hours worked, subject to the following limitations:

- Employees whose employers have less than 15 employees may only accrue or use 24 hours of earned paid sick time per year.
- Employees whose employers have 15 or more employees may only accrue or use 40 hours of earned paid sick time per year.

Employers are permitted to select higher accrual and use limits.

TERMS OF USE: Earned paid sick time may be used for the following purposes: (1) medical care or mental or physical illness, injury, or health condition; or (2) a public health emergency; and (3) absence due to domestic violence, sexual violence, abuse, or stalking. Employees may use earned paid sick time for themselves or for family members. See Arizona Revised Statutes § 23-373 for more information.

**RETALIATION & DISCRIMINATION PROHIBITED:** Employers are prohibited from discriminating against or subjecting any person to retaliation for: (1) asserting any claim or right under the Act, including requesting or using earned paid sick time; (2) assisting any person in doing so; or (3) informing any person of their rights under the Act.

**ENFORCEMENT:** Each employee has the right to file a complaint with the Industrial Commission's Labor Department alleging that an employer has violated the Act. Certain time limits apply. A civil action may also be filed as provided in the Act. Violations of the Act may result in penalties.

INFORMATION: For additional information regarding the Act, you may refer to the Industrial Commission's website at www.azica.gov or contact the Industrial Commission's Labor Department: 800 W. Washington, Phoenix, Arizona 85007-2022; (602) 542-4515.

THIS POSTER MUST BE CONSPICUOUSLY POSTED IN A PLACE THAT IS ACCESSIBLE TO EMPLOYEES



11 Arizona Labor Laws

POL		

#### NOTICE TO EMPLOYEES

RE: ARIZONA WORKERS' COMPENSATION LAW

All employees are hereby notified that this employer has complied with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all the rules and regulations of The Industrial Commission of Arizona made in pursuance thereof, and has secured the payment of compensation to employees by insuring the payment of such compensation with:

All employees are hereby further notified that in the event they do not specifically reject the provisions of the said compulsory law, they are deemed by the laws of Arizona to have accepted the provisions of said law and to have elected to accept compensation under the terms thereof; and that under the terms thereof employees have the right to reject the same by written notice thereof prior to any injury sustained, and that the blanks and forms for such notice are available to all employees at the office of this employer.

\*\*\*\*\*

PARA SER COLOCADO POR EL PATRON

NUMERO DE POLIZA

#### AVISO A LOS EMPLEADOS

RE: LEY DE COMPENSACION PARA LOS TRABAJADORES DE ARIZONA

A todos los empleados se les notifica por este medio que este patron ha cumplido con las provisiones de la Ley de Compensacion para los Trabajadores de Arizona (Titulo 23, Capitulo 6, Estatutos Enmendados de Arizona) tal como han sido enmendados, y con todas las regias y ordenanzas de La Comision Industrial de Arizona hechas en cumplimiento de esta, y ha asegurado el pago de compensacion a los empleados garantizando el pago de dicha compensacion por medio de:

Ademas, a todos los empleados se les notifica por este medio que en caso de que especificadamente ellos no rechazen las disposiciones de dicha ley obligatoria, se les considerara bajo las leyes de Arizona de haber aceptado las provisiones de dicha ley y de haber escogido aceptar la compensacion bajo estos terminos; tambien bajo estos terminos los empleados tienen el derecho de rechazar la misma por medio de una notificacion por escrito antes de que sufran alguna lesion, todos los formularios o formas en blanco para tal notificacion por escrito estaran disponibles para todos los empleados en la oficina de este patron.

\*\*\*\*\*

KEEP POSTED IN A CONSPICUOUS PLACE.
COLOQUESE EN LUGAR VISIBLE.



# **Notice to Employees**

## You Are Covered By Unemployment Insurance (UI)

For an explanation of what this insurance means to you, visit our website at <a href="https://www.azui.com">www.azui.com</a> for a copy of the pamphlet A Guide to Arizona UI Benefits. You may obtain additional information from the Unemployment Insurance office by calling (602) 364-2722 in the Phoenix area, (520) 791-2722 in the Tucson area, or toll free at 1-877-600-2722.

If you become unemployed, you may be eligible for unemployment benefits if you:

- Open or reopen a claim by going online at <a href="www.azui.com">www.azui.com</a>. If you do not have internet access, go to your nearest Arizona Department of Economic Security (ADES) Employment Service (ES) office for assistance.
- Were separated from your last job for a non-disqualifying reason.
- Meet the wage requirements established by law.
- Are registered for work with Arizona Job Connection DES will attempt to register you based on the information you provide when your claim is filed.
- Actively seek work and remain available and able to accept suitable employment.
- Meet all other eligibility requirements.

You may receive partial unemployment insurance payments if your hours and wages are reduced.

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the UI Tax Office at 602-771-6606; TTY/TDD Services: 7-1-1 • Disponible en español en línea o en la oficina local.

POU-003 (02/25)



# Thank you for not smoking.



To report a violation or file a complaint:

# smokefreearizona.org

1-877-4-AZNOSMOKE 1-877-429-6676





# Gracias por no fumar.



Para reportar una violación o presentar una queja:

# arizonasinhumo.org

1-877-4-AZNOSMOKE 1-877-429-6676

Este Documento es una traducción tomada del texto original escrito en ingles. Esta traducción no es oficial y no está vinculado a este Estado o a ninguna subdivisión política de este Estado.





## **CONSTRUCTIVE DISCHARGE**

## --- Notification of A.R.S. §23-1502 ---CONSTRUCTIVE DISCHARGE

## NOTICE

An employee is encouraged to communicate to the employer whenever the employee believes working conditions may become intolerable to the employee and may cause the employee to resign. Under section 23-1502, Arizona Revised Statutes, an employee may be required to notify an appropriate representative of the employer in writing that a working condition exists that the employee believes is intolerable, that will compel the employee to resign or that constitutes a constructive discharge, if the employee wants to preserve the right to bring a claim against the employer alleging that the working condition forced the employee to resign.

Under the law, an employee may be required to wait for fifteen calendar days after providing written notice before the employee may resign if the employee desires to preserve the right to bring a constructive discharge claim against the employer. An employee may be entitled to paid or unpaid leave of absence of up to fifteen calendar days while waiting for the employer to respond to the employee's written communication about the employee's working condition.

July 2013

#### WORK EXPOSURE TO BODILY FLUIDS

#### NOTICE TO EMPLOYEES

Re: Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) & Hepatitis C

Employees are notified that a claim may be made for a condition, infection, disease, or disability involving or related to the Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), or Hepatitis C within the provisions of the Arizona Workers' Compensation Law, and the rules of The Industrial Commission of Arizona. Such a claim shall include the occurrence of a significant exposure at work, which generally means contact of an employee's ruptured or broken skin or mucous membrane with a person's blood, semen, vaginal fluid, surgical fluid(s) or any other fluid(s) containing blood. AN EMPLOYEE MUST CONSULT A PHYSICIAN TO SUPPORT A CLAIM. Claims cannot arise from sexual activity or illegal drug use.

Certain classes of employees may more easily establish a claim related to HIV, AIDS, or Hepatitis C if they meet the following requirements:

- 1. The employee's regular course of employment involves handling or exposure to blood, semen, vaginal fluid, surgical fluid(s) or any other fluid(s) containing blood. Included in this category are health care providers, forensic laboratory workers, fire fighters, law enforcement officers, emergency medical technicians, paramedics and correctional officers.
- 2. **NO LATER THAN TEN (10) CALENDAR DAYS** after a possible significant exposure which arises out of and in the course of employment, the employee reports in writing to the employer the details of the exposure as provided by Commission rules. Reporting forms are available at the office of this employer or from the Industrial Commission of Arizona, 800 W. Washington, Phoenix, Arizona 85007, (602) 542-4661 or 2675 E. Broadway, Tucson, Arizona 85716, (520) 628-5181. If an employee chooses not to complete the reporting form, that employee may be at risk of losing a prima facie claim.
- 3. NO LATER THAN TEN (10) CALENDAR DAYS after the possible significant exposure the employee has blood drawn, and NO LATER THAN THIRTY (30) CALENDAR DAYS the blood is tested for HIV OR HEPATITIS C by antibody testing and the test results are negative.
- 4. NO LATER THAN EIGHTEEN (18) MONTHS after the date of the possible significant exposure at work, the employee is retested and the results of the test are HIV positive or the employee has been diagnosed as positive for the presence of HIV, or NO LATER THAN SEVEN (7) MONTHS after the date of the possible significant exposure at work, the employee is retested and the results of the test are positive for the presence of Hepatitis C or the employee has been diagnosed as positive for the presence of Hepatitis C.

# KEEP POSTED IN CONSPICUOUS PLACE NEXT TO WORKERS' COMPENSATION NOTICE TO EMPLOYEES

THIS NOTICE IS APPROVED BY THE INDUSTRIAL COMMISSION OF ARIZONA FOR CARRIER USE

#### EXPOSICION A FLUIDOS CORPORALES EN EL TRABAJO

#### **AVISO A LOS EMPLEADOS**

Re: El Virus de la Inmunodeficiencia Humana (VIH), Síndrome de la Inmundeficiencia Adquirida (SIDA) y Hepatitis C

Se les notifica a los empleados que se puede hacer una reclamación por una condición, infección, enfermedad o incapacidad relacionada con o derivada del Virus de Inmunodeficiencia Humana (VIH), Síndrome de Inmunodeficiencia Adquirida (SIDA), o Hepatitis C bajo lo provisto por la Ley de Compensación para los Trabajadores de Arizona y las reglas de La Comisión Industrial de Arizona. Tal reclamación debe incluír el suceso de una exposición importante en el trabajo, la que por lo general significa contacto de alguna ruptura de la piel o mucosa del empleado con la sangre, semen, fluido vaginal, fluido(s) quirúrgico(s) o cualquier otro fluido de una persona que contenga sangre. EL EMPLEADO DEBE CONSULTAR A UN MEDICO PARA CONFIRMAR SU RECLAMACION. Las reclamaciones no pueden resultar de actividad sexual o uso ilícito de drogas.

Ciertas clases de empleados pueden establecer más fácilmente una reclamación relacionada con el VIH, SIDA O Hepatitis C si reúnen los requisitos siguientes:

- 1. El curso regular del empleo del empleado requiere el manejo de o la exposición a sangre, semen, fluido vaginal, fluido(s) quirúrgico(s) o cualquier otro fluido que contenga sangre. Incluídos en esta categoría son los proveedores de cuidados de la salud, trabajadores de laboratorios forenses, bomberos, agentes policiales, técnicos médicos de emergencia, paramédicos y agentes correccionales.
- 2. NO MAS DE DIEZ (10) DIAS DE CALENDARIO después de una possible exposición importante que resulta de y en el curso de su trabajo, el empleado reporta a su patrón por escrito los detalles de la exposición como lo proveen las reglas de la Comisión. Las formas de reporte están disponibles en la oficina de este patrón o de la Comisión Industrial de Arizona, 800 W. Washington, Phoenix, Arizona 85007, (602) 542-4661 o 2675 E. Broadway, Tucson, Arizona 85716, (520) 628-5181. Si un empleado elige no llenar la forma de reporte, ese empleado corre el riesgo de perder una reclamación de prima facie.
- 3. NO MAS DE DIEZ (10) DIAS DE CALENDARIO después de una posible exposción importante el empleado va a que le saquen sangre, y NO MAS DE TREINTA (30) DIAS DE CALENDARIO la sangre es analizada para VIH O HEPATITIS C por medio de análisis de anticuerpos y el análisis resulta negativo.
- 4. NO MAS DE DIECIOCHO (18) MESES después de la fecha de la posible exposición importante en el trabajo, el empleado es examinado nuevemente y los resultados del análisis son positivos por VIH o el empleado ha sido diagnosticado como positivo por la presencia de VIH, o NO MAS DE SIETE (7) MESES después de la fecha de la posible exposición importante en el trabajo, el empleado es examinado nuevamente y los resultados del análisis son positivos por la presencia de Hepatitis C o el empleado ha sido diagnosticado como positivo por la presencia de Hepatitis C.

# MANTENER FIJO EN UN LUGAR SOBRESALIENTE JUNTO AL AVISO A LOS EMPLADOS SOBRE COMPENSACION PARA TRABAJADORES

ESTE AVISO HA SIDO APROBADO POR LA COMISION INDUSTRIAL DE ARIZONA PARA USO DE LAS ASEGURADORAS

Este documento es una traduccion del texto original escrito en ingles. Esta traduccion no es oficial y no es vinculante para este estado o para una subdivision politica de este estado.

This document is a translation from original text written in English. This translation is unofficial and is not binding on this state or a political subdivision of this state.

# WORK EXPOSURE TO METHICILLIN-RESISTANT STAPHYLOCOCCUS AUREUS (MRSA), SPINAL MENINGITIS, OR TUBERCULOSIS (TB)

#### Notice to Employees

Employees are notified that a claim may be made for a condition, infection, disease or disability involving or related to MRSA, spinal meningitis, or TB within the provisions of the Arizona Workers' Compensation Law. (A.R.S. § 23-1043.04) Such a claim shall include the occurrence of a significant exposure at work, which is defined to mean an exposure in the course of employment to aerosolized MRSA, spinal meningitis or TB bacteria. Significant exposure also includes exposure in the course of employment to MRSA through bodily fluids or skin.

Certain classes of employees (as defined below) may more easily establish a claim related to MRSA, spinal meningitis or TB by meeting the following requirements:

- The employee's regular course of employment involves handling or exposure to MRSA, spinal meningitis or TB. For purposes of establishing a claim under this section, "employee" is limited to firefighters, law enforcement officers, correction officers, probation officers, emergency medical technicians and paramedics who are not employed by a health care institution;
- No later than thirty (30) calendar days after a possible significant exposure, the employee reports in writing to the employer the details of the exposure;
- 3. A diagnosis is made within the following time-frames:
  - For a claim involving MRSA, the employee must be diagnosed with MRSA within fifteen (15) days after the employee reports pursuant to Item No. 2 above;
    - For a claim involving spinal meningitis, the employee must be diagnosed with spinal meningitis within two (2) to eighteen (18) days of the possible significant exposure; and
    - c. For a claim involving TB, the employee is diagnosed with TB within twelve (12) weeks of the possible significant exposure.

Expenses for post-exposure evaluation and follow-up, including reasonably required prophylactic treatment for MRSA, spinal meningitis, and TB is considered a medical benefit under the Arizona Workers' Compensation Act for any significant exposure that arises out of and in the course of employment if the employee files a claim for the significant exposure or the employee reports in writing the details of the exposure. Providing post-exposure evaluation and follow-up, including prophylactic treatment, does not, however, constitute acceptance of a claim for a condition, infection, disease or disability involving or related to a significant exposure.

Employers must post this notice in a conspicuous place next to the Workers' Compensation Notice to Employees.

**REV 7/11** 

# ARIZONA LAW PROHIBITS DISCRIMINATION IN EMPLOYMENT

ON THE BASIS OF: Race, Color Religion, Sex, Age (40+), National Origin, Disability, or Results of Genetic Testing.

BY: Employers, Employment Agencies, or Labor Unions.

WITH RESPECT TO: Hiring, Promotion, Transfer, Termination, Salary or Benefits, Lay-Off, Apprenticeship and Training Programs, Job Referrals, or Union Membership.

REMEDY MAY INCLUDE: Employment, Reinstatement, Back Pay, Promotion, or Lost Benefits.

\*Intake form available online at www.azag.gov

# LA LEY DE ARIZONA PROHIBE DISCRIMINACION EN EL EMPLEO

POR RAZONES DE: Raza, Color, Religion, Sexo, Edad(40+), Origen Nacional, Incapacidad, o Resultados de Pruebas Geneticas.

POR PARTE DE: Empleador, Agencias de Empleo, o Sindicatos.

CON RESPECTO A: Ocupacion, Ascenso, Transferencia, Terminacion, Salarios o Beneficios, Despido, Aprendizaje de Trabajo, Referencias de Trabajo, o Miembrecia en Sindicatos.

LOS REMEDIOS PUEDEN INCLUIR: Empleo, Re-Empleo Sueldo Atrasado, Ascenso, o Beneficios Perdidos.

\*Formulario de cuestionario esta disponible en nuestro sitio de web: www.azag.gov



Phoenix Office 2005 N. Central Avenue Phoenix, Arizona 85004 (602) 542-5263 (877) 491-5742 Toll Free (877) 624-8090 TTY Toll Free

State of Arizona
Office of the Attorney General
Civil Rights Division

Tucson Office 400 West Congress Street Tucson, Arizona 85701 (502) 628-6500 (877) 491-5740 Toll Free (877) 624-8090 TTY Toll Free

# This Organization Participates in E-Verify

Sample Only

# Esta Organización Participa en E-Verify

Sólo muestra



This employer participates in E-Verify and will provide the federal government with your Form I-9 information to confirm that you are authorized to work in the U.S.

If E-Verify cannot confirm that you are authorized to work, this employer is required to give you written instructions and an opportunity to contact Department of Homeland Security (DHS) or Social Security Administration (SSA) so you can begin to resolve the issue before the employer can take any action against you, including terminating your employment.

Employers can only use E-Verify once you have accepted a job offer and completed the Form I-9.

## **E-Verify Works for Everyone**

For more information on E-Verify, or if you believe that your employer has violated its E-Verify responsibilities, please contact DHS.

Este empleador participa en E-Verify y proporcionará al gobierno federal la información de su Formulario I-9 para confirmar que usted está autorizado para trabajar en los EE.UU..

Si E-Verify no puede confirmar que usted está autorizado para trabajar, este empleador está requerido a darle instrucciones por escrito y una oportunidad de contactar al Departamento de Seguridad Nacional (DHS) o a la Administración del Seguro Social (SSA) para que pueda empezar a resolver el problema antes de que el empleador pueda tomar cualquier acción en su contra, incluyendo la terminación de su empleo.

Los empleadores sólo pueden utilizar E-Verify una vez que usted haya aceptado una oferta de trabajo y completado el Formulario I-9.

## **E-Verify Funciona Para Todos**

Para más información sobre E-Verify, o si usted cree que su empleador ha violado sus responsabilidades de E-Verify, por favor contacte a DHS.

888-897-7781 E-Verify.gov



E-VERIFY IS A SERVICE OF DHS AND SSA

The E-Verify logo and mark are registered trademarks of Department of Homeland Security. Commercial sale of this poster is strictly prohibited.

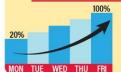


# **Prevent Heat Illness at Work**

Outdoor and indoor heat exposure can be dangerous.

# **Ways to Protect Yourself and Others**

#### Ease into Work. Nearly 3 out of 4 fatalities from heat illness happen during the first week of work.



- ✓ New and returning workers need to build tolerance to heat (acclimatize) and take frequent breaks.
- Follow the 20% Rule. On the first day, work no more than 20% of the shift's duration at full intensity in the heat. Increase the duration of time at full intensity by no more than 20% a day until workers are used to working in the heat.



#### **Drink Cool Water**

Drink cool water even if you are not thirsty — at least 1 cup every 20 minutes.



#### **Take Rest Breaks**

Take enough time to recover from heat given the temperature, humidity, and conditions.



#### **Find Shade or a Cool Area**

Take breaks in a designated shady or cool location.



#### **Dress for the Heat**

Wear a hat and light-colored, loose-fitting, and breathable clothing if possible.



#### Watch Out for Each Other

Monitor yourself and others for signs of heat illness.



#### If Wearing a Face Covering

Change your face covering if it gets wet or soiled. Verbally check on others frequently.

# **First Aid for Heat Illness**

#### The following are signs of a medical emergency!



- Abnormal thinking or behavior
- Slurred speech
- Seizures
- Loss of consciousness



**CALL 911 IMMEDIATELY** 



**COOL THE WORKER RIGHT AWAY WITH WATER OR ICE** 



STAY WITH THE WORKER UNTIL HELP ARRIVES



#### Watch for any other signs of heat illness and act quickly. When in doubt, call 911.

#### If a worker experiences:

Headache or nausea

Weakness or dizziness

Heavy sweating or hot, dry skin

Elevated body temperature

Thirs

Decreased urine output



#### Take these actions:

- >> Give water to drink
- » Remove unnecessary clothing
- >> Move to a cooler area
- >> Cool with water, ice, or a fan
- » Do not leave alone
- » Seek medical care if needed





# EMPLOYEE RIGHTS

# **UNDER THE FAIR LABOR STANDARDS ACT**

# FEDERAL MINIMUM WAGE

**BEGINNING JULY 24, 2009** 

#### The law requires employers to display this poster where employees can readily see it.

**OVERTIME PAY** 

At least 11/2 times the regular rate of pay for all hours worked over 40 in a workweek.

**CHILD LABOR** 

An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor. Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs with certain work hours restrictions. Different rules apply in agricultural employment.

**TIP CREDIT** 

Employers of "tipped employees" who meet certain conditions may claim a partial wage credit based on tips received by their employees. Employers must pay tipped employees a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference.

PUMP AT WORK The FLSA requires employers to provide reasonable break time for a nursing employee to express breast milk for her nursing child for one year after the child's birth each time the employee needs to express breast milk. Employers must provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by the employee to express breast milk.

**ENFORCEMENT** 

The Department has authority to recover back wages and an equal amount in liquidated damages in instances of minimum wage, overtime, and other violations. The Department may litigate and/or recommend criminal prosecution. Employers may be assessed civil money penalties for each willful or repeated violation of the minimum wage or overtime pay provisions of the law. Civil money penalties may also be assessed for violations of the FLSA's child labor provisions. Heightened civil money penalties may be assessed for each child labor violation that results in the death or serious injury of any minor employee, and such assessments may be doubled when the violations are determined to be willful or repeated. The law also prohibits retaliating against or discharging workers who file a complaint or participate in any proceeding under the FLSA.

#### **ADDITIONAL** INFORMATION

- · Certain occupations and establishments are exempt from the minimum wage, and/or overtime pay provisions. Certain narrow exemptions also apply to the pump at work requirements.
- · Special provisions apply to workers in American Samoa, the Commonwealth of the Northern Mariana Islands, and the Commonwealth of Puerto Rico.
- Some state laws provide greater employee protections; employers must comply with both.
- · Some employers incorrectly classify workers as "independent contractors" when they are actually employees under the FLSA. It is important to know the difference between the two because employees (unless exempt) are entitled to the FLSA's minimum wage and overtime pay protections and correctly classified independent contractors are not.
- · Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.







# Your Employee Rights Under the Family and Medical Leave Act

## What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- . The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work.
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness <u>may</u> take up to 26 workweeks of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time**, **or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is <u>not</u> paid leave, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

# Am I eligible to take FMLA leave?

You are an eligible employee if all of the following apply:

- · You work for a covered employer,
- · You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if <u>one</u> of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- · You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

# How do I request FMLA leave?

Generally, to request FMLA leave you must:

- Follow your employer's normal policies for requesting leave,
- · Give notice at least 30 days before your need for FMLA leave, or
- · If advance notice is not possible, give notice as soon as possible.

You do <u>not</u> have to share a medical diagnosis but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You <u>must</u> also inform your employer if FMLA leave was previously taken or approved for the same reason when requesting additional leave.

Your **employer** <u>may</u> **request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

# What does my employer need to do?

If you are eligible for FMLA leave, your employer must:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your employer <u>cannot</u> interfere with your FMLA rights or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer** <u>must</u> **confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer** <u>must</u> notify you in writing:

- · About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

# Where can I find more information?

Call 1-866-487-9243 or visit dol.gov/fmla to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. Scan the QR code to learn about our WHD complaint process.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

















# YOUR RIGHTS UNDER USERRA THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

#### REEMPLOYMENT RIGHTS

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

- you ensure that your employer receives advance written or verbal notice of your service;
- you have five years or less of cumulative service in the uniformed services while with that particular employer;
- you return to work or apply for reemployment in a timely manner after conclusion of service; and
- you have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

#### RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION

#### If you:

- are a past or present member of the uniformed service;
- have applied for membership in the uniformed service; or
- are obligated to serve in the uniformed service;

then an employer may not deny you:

- initial employment,
- reemployment;
- retention in employment,
- promotion; or
- ☆ any benefit of employment

because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

#### HEALTH INSURANCE PROTECTION

- If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military.
- Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

#### **ENFORCEMENT**

- The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.
- For assistance in filing a complaint, or for any other information on USERRA, contact VETS at 1-866-4-USA-DOL or visit its website at https://www.dol.gov/agencies/vets/. An interactive online USERRA Advisor can be viewed at https://webapps.dol.gov/elaws/vets/userra
- If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice or the Office of Special Counsel, as applicable, for representation.
- You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

The rights listed here may vary depending on the circumstances. The text of this notice was prepared by VETS, and may be viewed on the internet at this address: https://www.dol.gov/agencies/vets/programs/userra/poster Federal law requires employers to notify employees of their rights under USERRA, and employers may meet this requirement by displaying the text of this notice where they customarily place notices for employees.





U.S. Department of Labor

1-866-487-2365









U.S. Department of Justice Office of Special Counsel

1-800-336-4590

Publication Date - May 2022

# EMPLOYEE RIGHTS

# EMPLOYEE POLYGRAPH PROTECTION ACT

**Employee Polygraph Protection** The prohibits most private employers from using lie detector tests either for pre-employment screening or during the course of employment.

#### **PROHIBITIONS**

Employers are generally prohibited from requiring or requesting any employee or job applicant to take a lie detector test, and from discharging, disciplining, or discriminating against an employee or prospective employee for refusing to take a test or for exercising other rights under the Act.

#### **EXEMPTIONS**

Federal, State and local governments are not affected by the law. Also, the law does not apply to tests given by the Federal Government to certain private individuals engaged in national security-related activities.

The Act permits polygraph (a kind of lie detector) tests to be administered in the private sector, subject to restrictions, to certain prospective employees of security service firms (armored car, alarm, and guard), and of pharmaceutical manufacturers, distributors and dispensers.

The Act also permits polygraph testing, subject to restrictions, of certain employees of private firms who are reasonably suspected of involvement in a workplace incident (theft, embezzlement, etc.) that resulted in economic loss to the employer.

The law does not preempt any provision of any State or local law or any collective bargaining agreement which is more restrictive with respect to lie detector tests.

#### **EXAMINEE RIGHTS**

Where polygraph tests are permitted, they are subject to numerous strict standards concerning the conduct and length of the test. Examinees have a number of specific rights, including the right to a written notice before testing, the right to refuse or discontinue a test, and the right not to have test results disclosed to unauthorized persons.

#### **ENFORCEMENT**

The Secretary of Labor may bring court actions to restrain violations and assess civil penalties against violators. Employees or job applicants may also bring their own court actions.

THE LAW REQUIRES EMPLOYERS TO DISPLAY THIS POSTER WHERE EMPLOYEES AND JOB APPLICANTS CAN READILY SEE IT.

UNITED STATES DEPARTMENT OF LABOR





# DERECHOS DEL EMPLEADO LEY PARA LA PROTECCIÓN DEL EMPLEADO CONTRA LA PRUEBA DEL POLÍGRAFO

La Ley Para La Protección del Empleado contra la Prueba de Polígrafo le prohíbe a la mayoría de los empleadores del sector privado que utilice pruebas con detectores de mentiras durante el período de pre-empleo o durante el servicio de empleo.

PROHIBICIONES Generalmente se le prohíbe al empleador que le exija o requiera a un empleado o a un solicitante a un trabajo que se someta a una prueba con detector de mentiras, y que despida, discipline, o discrimine de ninguna forma contra un empleado o contra un aspirante a un trabajo por haberse negado a someterse a la prueba o por haberse acogido a otros derechos establecidos por la Ley.

#### **EXENCIONES**

Esta Ley no afecta a los empleados de los gobiernos federal, estatales y locales. Tampoco se aplica a las pruebas que el Gobierno Federal les administra a ciertos individuos del sector privado que trabajan en actividades relacionadas con la seguridad nacional.

La Ley permite la administración de pruebas de polígrafo (un tipo de detector de mentiras) en el sector privado, sujeta a ciertas restricciones, a ciertos aspirantes para empleos en compañías de seguridad (vehículos blindados, sistemas de alarma y guardias). También se les permite el uso de éstas a compañías que fabrican, distribuyen y dispensan productos farmacéuticos.

La Ley también permite la administración de estas pruebas de polígrafo, sujeta a ciertas restricciones, a empleados de empresas privadas que estén bajo sospecha razonable de estar involucrados en un incidente en el sitio de empleo (tal como un robo, desfalco, etc.) que le haya ocasionado daños económicos al empleador.

La Ley no substituye ninguna provisión de cualquier otra ley estatal o local ni tampoco a tratos colectivos que sean más rigurosos con respecto a las pruebas de polígrafo.

#### **DERECHOS DE LOS EXAMINADOS**

En casos en que se permitan las pruebas de polígrafo, éstas deben ser administradas bajo una cantidad de normas estrictas en cuanto a su administración y duración. Los examinados tienen un número de derechos específicos, incluyendo el derecho de advertencia por escrito antes de someterse a la prueba, el derecho a negarse a someterse a la prueba o a descontinuarla, al igual que el derecho a negarse a que los resultados de la prueba estén al alcance de personas no autorizadas

**CUMPLIMIENTO** El/La Secretario(a) de Trabajo puede entablar pleitos para impedir violaciones y puede imponer penas pecuniarias civiles contra los violadores. Los empleados o solicitantes a empleo también tienen derecho a entablar sus propios pleitos en los tribunales.

LA LEY EXIGE QUE LOS EMPLEADORES EXHIBAN ESTE AVISO DONDE LOS EMPLEADOS Y LOS SOLICITANTES DE EMPLEO LO PUEDAN VER FÁCILMENTE.









# Job Safety and Health IT'S THE LAW!

#### All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a workrelated injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request a confidential OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

This poster is available free from OSHA.

Contact OSHA. We can help.

#### **Employers must:**

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Notify OSHA within 8 hours of a workplace fatality or within 24 hours of any work-related inpatient hospitalization, amputation, or loss of an eye.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

On-Site Consultation services are available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.







# Seguridad y Salud en el Trabajo ¡ES LA LEY!

#### Todos los trabajadores tienen el derecho a:

- Un lugar de trabajo seguro.
- Decir algo a su empleador o la OSHA sobre preocupaciones de seguridad o salud, o reportar una lesión o enfermedad en el trabajo, sin sufrir represalias.
- Recibir información y entrenamiento sobre los peligros del trabajo, incluyendo sustancias toxicas en su sitio de trabajo.
- Pedir una inspección confidencial de OSHA de su lugar de trabajo si usted cree que hay condiciones inseguras o insalubres. Usted tiene el derecho a que un representante se comunique con OSHA en su nombre.
- Participar (o su representante puede participar) en la inspección de OSHA y hablar en privado con el inspector.
- Presentar una queja con la OSHA dentro de 30 días (por teléfono, por internet, o por correo) si usted ha sufrido represalias por ejercer sus derechos.
- Ver cualquieras citaciones de la OSHA emitidas a su empleador.
- Pedir copias de sus registros médicos, pruebas que miden los peligros en el trabajo, y registros de lesiones y enfermedades relacionadas con el trabajo.

Este cartel está disponible de la OSHA para gratis.

Llame OSHA. Podemos ayudar.

#### Los empleadores deben:

- Proveer a los trabajadores un lugar de trabajo libre de peligros reconocidos. Es ilegal discriminar contra un empleado quien ha ejercido sus derechos bajo la ley, incluyendo hablando sobre preocupaciones de seguridad o salud a usted o con la OSHA, o por reportar una lesión o enfermedad relacionada con el trabajo.
- Cumplir con todas las normas aplicables de la OSHA.
- Notificar a la OSHA dentro de 8 horas de una fatalidad laboral o dentro de 24 horas de cualquier hospitalización, amputación, o pérdida de ojo relacionado con el trabajo.
- Proporcionar el entrenamiento requerido a todos los trabajadores en un idioma y vocabulario que pueden entender.
- Mostrar claramente este cartel en el lugar de trabajo.
- Mostrar las citaciones de la OSHA acerca del lugar de la violación alegada.

Servicios de consulta en el lugar de trabajo están disponibles para empleadores de tamaño pequeño y mediano sin citación o multa, a través de los programas de consulta apoyados por la OSHA en cada estado.





The U.S. Equal Employment Opportunity Commission (EEOC) enforces Federal laws that protect you from discrimination in employment. If you believe you've been discriminated against at work or in applying for a job, the EEOC may be able to help.

#### Who is Protected?

- Employees (current and former), including managers and temporary employees
- · Job applicants

are Illegal?

 Union members and applicants for membership in a union

# What Types of Employment Discrimination

Under the EEOC's laws, an employer may not discriminate against you, regardless of your immigration status, on the bases of:

- · Race
- Color
- Religion
- · National origin
- Sex (including pregnancy, childbirth, and related medical conditions, sexual orientation, or gender identity)
- · Age (40 and older)
- Disability
- Genetic information (including employer requests for, or purchase, use, or disclosure of genetic tests, genetic services, or family medical history)
- Retaliation for filing a charge, reasonably opposing discrimination, or participating in a discrimination lawsuit, investigation, or proceeding
- Interference, coercion, or threats related to exercising rights regarding disability discrimination or pregnancy accommodation

#### What Organizations are Covered?

- Most private employers
- State and local governments (as employers)
- Educational institutions (as employers)
- Unions
- · Staffing agencies

# What Employment Practices can be Challenged as Discriminatory?

All aspects of employment, including:

- Discharge, firing, or lay-off
- Harassment (including unwelcome verbal or physical conduct)
- · Hiring or promotion
- Assignment
- Pay (unequal wages or compensation)
- Failure to provide reasonable accommodation for a disability; pregnancy, childbirth, or related medical condition; or a sincerely-held religious belief, observance or practice
- Benefits
- · Job training
- Classification
- Referral

- Obtaining or disclosing genetic information of employees
- Requesting or disclosing medical information of employees
- Conduct that might reasonably discourage someone from opposing discrimination, filing a charge, or participating in an investigation or proceeding
- Conduct that coerces, intimidates, threatens, or interferes with someone exercising their rights, or someone assisting or encouraging someone else to exercise rights, regarding disability discrimination (including accommodation) or pregnancy accommodation

#### What can You Do if You Believe Discrimination has Occurred?

Contact the EEOC promptly if you suspect discrimination. Do not delay, because there are strict time limits for filing a charge of discrimination (180 or 300 days, depending on where you live/work). You can reach the EEOC in any of the following ways:

Submit an inquiry through the EEOC's public portal: https://publicportal.eeoc.gov/Portal/Login.aspx

Call 1-800-669-4000 (toll free) 1-800-669-6820 (TTY)

1-844-234-5122 (ASL video phone)

Visit an EEOC field office (information at www.eeoc.gov/field-office)

E-Mail info@eeoc.gov

Additional information about the EEOC, including information about filing a charge of discrimination, is available at www.eeoc.gov.



# EMPLOYERS HOLDING FEDERAL CONTRACTS OR SUBCONTRACTS

The Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) enforces the nondiscrimination and affirmative action commitments of companies doing business with the Federal Government. If you are applying for a job with, or are an employee of, a company with a Federal contract or subcontract, you are protected under Federal law from discrimination on the following bases:

# Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, National Origin

Executive Order 11246, as amended, prohibits employment discrimination by Federal contractors based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

## Asking About, Disclosing, or Discussing Pay

Executive Order 11246, as amended, protects applicants and employees of Federal contractors from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

# Disability

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment by Federal contractors. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

## **Protected Veteran Status**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

## Retaliation

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination by Federal contractors under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under OFCCP's authorities should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP)
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210
1–800–397–6251 (toll-free)

If you are deaf, hard of hearing, or have a speech disability, please dial 7–1–1 to access telecommunications relay services. OFCCP may also be contacted by submitting a question online to OFCCP's Help Desk at <a href="https://ofccphelpdesk.dol.gov/s/">https://ofccphelpdesk.dol.gov/s/</a>, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor and on OFCCP's "Contact Us" webpage at <a href="https://www.dol.gov/agencies/ofccp/contact">https://www.dol.gov/agencies/ofccp/contact</a>.

# PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

# Race, Color, National Origin, Sex

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

## Individuals with Disabilities

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.



# Conozca sus Derechos:

# La Discriminación en el Lugar de Trabajo es llegal

La Comisión Para la Igualdad de Oportunidades en el Empleo (EEOC, por sus siglas en inglés) de los EE. UU. hace cumplir las leyes federales que lo protegen contra la discriminación en el empleo. Si cree que ha sido discriminado(a) en el trabajo o al solicitar un trabajo, la EEOC puede ayudarle.

# ¿Quién está Protegido?

- Empleados (actuales y anteriores), incluyendo gerentes y empleados temporales
- · Aplicantes de trabajo
- Miembros de sindicatos y Solicitantes de membresía en un sindicato

# ¿Qué Tipos de Discriminación Laboral son

Según las leyes de la EEOC, un empleador no puede discriminarlo, independientemente de su estatus migratorio, por motivos de:

- Raza
- Color
- Religión

llegales?

- Origen nacional
- Sexo (incluyendo embarazo, parto, y condiciones médicas relacionadas, orientación sexual o identidad de gnero)
- Edad (40 años o más)
- Discapacidad
- Información genética (incluyendo solicitudes del empleador para la compra, el uso o la divulgación de pruebas genéticas, servicios genéticos o historial médico familiar)
- Tomar represalias por presentar un cargo, oponerse razonablemente a la discriminación o participar en una demanda, investigación o procedimiento por discriminación
- Interferencia, coerción o amenazas relacionadas con el ejercicio de los derechos relacionados con la discriminación por discapacidad o la acomodación por embarazo

# ¿Qué Organizaciones están Cubiertas?

- La mayoría de los empleadores privados
- Gobiernos estatales y locales (como empleadores)
- Instituciones educativas (como empleadores)
- Sindicatos
- Agencias de empleo

# ¿Qué Prácticas Laborales Pueden ser Discriminatorias?

Todos los aspectos del empleo, incluyendo:

- Despidos
- Acoso (incluyendo conducta física o verbal no deseada)
- Contratación o promoción
- Asignaciones
- Remuneración (salarios desiguales o compensación)
- Falta de proporcionar adaptaciones razonables para una discapacidad; embarazo, parto o condición médica relacionada al embarazo o parto; o para la observancia o práctica de una creencia religiosa sincera
- Beneficios
- · Formación profesional
- Clasificación
- Referencias

- Obtención o divulgación de información genética de los empleados
- Solicitud o divulgación de información médica de los empleados
- Conducta que podría desalentar razonablemente a alguien de oponerse a la discriminación, presentar un cargo o participar en una investigación o procedimiento
- Conducta que coaccione, intimide, amenace o interfiera con el ejercicio de sus derechos por parte de alguien, o alguien que ayude o aliente a otra persona a ejercer sus derechos, en relación con la discriminación por discapacidad (incluyendo las adaptaciones) o adaptaciones por embarazo

# ¿Qué Puede Hacer si Cree que ha Ocurrido Discriminación?

Comuníquese con la EEOC de inmediato si sospecha discriminación. No demore, porque existen límites de tiempo estrictos para presentar una denuncia por discriminación (180 o 300 días, según el lugar donde viva o trabaje). Puede comunicarse con la EEOC de cualquiera de las siguientes maneras:

Presentar una consulta a través del Portal Público de la EEOC: https://publicportal.eeoc.gov/Portal/Login.aspx

Llame 1–800–669–4000 (número gratuito)

1-800-669-6820 (TTY)

1-844-234-5122 (Video Teléfono de ASL)

Visite una Oficina de Campo de la EEOC (información en www.eeoc.gov/field-office)

Corre Electrónico: info@eeoc.gov

Información adicional sobre la EEOC, incluyendo información sobre cómo presentar un cargo de discriminación, está disponible en www.eeoc.gov/es.



# EMPLEADORES QUE TIENEN CONTRATOS O SUBCONTRATOS FEDERALES

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP, por sus siglas en inglés) del Departamento de Trabajo hace cumplir los compromisos de no discriminación y acción afirmativa de las empresas que hacen negocios con el gobierno federal. Si está solicitando un trabajo con, o es un empleado de una empresa con un contrato o subcontrato federal, usted está protegido(a) por la ley federal contra la discriminación en las siguientes bases:

# Raza, Color, Religión, Sexo, Orientación Sexual, Identidad de Género, Origen Nacional

La Orden Ejecutiva 11246, enmendada, prohíbe la discriminación laboral por parte de los contratistas federales por motivos de raza, color, religión, sexo, orientación sexual, identidad de género u origen nacional, y requiere acción afirmativa para garantizar la igualdad de oportunidades en todos los aspectos del empleo.

# Preguntar, Divulgar o Discutir Salarios

La Orden Ejecutiva 11246, enmendada, protege a los solicitantes y empleados de contratistas federales de la discriminación basada en preguntar, divulgar o discutir su compensación o la compensación de otros solicitantes o empleados.

# Discapacidad

La Sección 503 del Acta de Rehabilitación de 1973, según enmendada, protege a las personas calificadas con discapacidades contra la discriminación en la contratación, promoción, despido, pago, beneficios complementarios, capacitación laboral, clasificación, referencias y otros aspectos del empleo por parte de contratistas federales. La discriminación por discapacidad incluye no hacer adaptaciones razonables a las limitaciones físicas o mentales conocidas de una persona con una discapacidad que de otro modo calificaría y que es un solicitante o empleado, a menos que haga una dificultad excesiva para el empleador. La Sección 503 también requiere que los contratistas federales tomen medidas afirmativas para emplear y promover a personas calificadas con discapacidades en todos los niveles de empleo, incluyendo a nivel ejecutivo.

# **Estatus Protegido Como Veterano**

El Acta de Asistencia para el Reajuste de los Veteranos de la Era de Vietnam de 1974, modificada, 38 U.S.C. 4212, prohíbe la discriminación laboral y requiere acción afirmativa para reclutar, emplear y avanzar en el empleo a veteranos discapacitados, veteranos recientemente separados (es decir, dentro de los tres años posteriores al su separación o liberación del servicio activo), veteranos en servicio activo en tiempo de guerra o insignia de campaña, o veteranos con medallas de servicio de las fuerzas armadas.

## Represalias

Se prohíben las represalias contra una persona que presente una queja por discriminación, participe en un procedimiento de la OFCCP o se oponga a la discriminación por parte de contratistas federales en virtud de estas leyes federales.

Cualquier persona que crea que un contratista ha violado sus obligaciones de no discriminar o acción afirmativa bajo las autoridades de la OFCCP debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP),

Departamento de Trabajo de los EE. UU., 200 Constitution Avenue, N.W. Washington, D.C. 20210 1-800-397-6251 (llamada gratuita).

Si es sordo, tiene problemas de audición o tiene una discapacidad del habla, marque 7-1-1 para acceder a los servicios de retransmisión de telecomunicaciones. También se puede contactar a la OFCCP enviando una pregunta en línea a la mesa de ayuda de la OFCCP en <a href="https://ofccphelpdesk.dol.gov/s/">https://ofccphelpdesk.dol.gov/s/</a>, o llamando a una oficina regional o distrital de la OFCCP, que figura en la mayoría de los directorios telefónicos bajo el Departamento de Trabajo de los EE.UU y en la página web "Contáctenos" de la OFCCP en <a href="https://www.dol.gov/agencies/ofccp/contact">https://www.dol.gov/agencies/ofccp/contact</a>.

# PROGRAMAS O ACTIVIDADES QUE RECIBEN ASISTENCIA FINANCIERA FEDERAL

## Raza, Color, Origen Nacional, Sexo

Además de las protecciones del Título VII del Acta de Derechos Civiles de 1964, según enmendada, el Título VII del Acta de Derechos Civiles de 1964, según enmendada, prohíbe la discriminación por motivos de raza, color, u origen nacional en programas o actividades que reciben asistencia financiera. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es la provisión de empleo, o cuando la discriminación laboral cause o pueda causar discriminación en la prestación de servicios bajo dichos programas. El Título IX de las Enmiendas de Educación de 1972 prohíbe la discriminación laboral por razón de sexo en programas o actividades educativas que reciben asistencia financiera federal.

## Personas con Discapacidades

La Sección 504 del Acta de Rehabilitación de 1973, enmendada, prohíbe la discriminación laboral por motivos de discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Está prohibida la discriminación en todos los aspectos de empleo contra las personas con discapacidades que, con o sin ajustes razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido discriminado(a) en un programa de cualquier institución que recibe asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

(Actualizado 6/27/2023)

# **EMPLOYEE RIGHTS**

# **UNDER THE NATIONAL LABOR RELATIONS ACT**

The NLRA guarantees the right of employees to organize and bargain collectively with their employers, and to engage in other protected concerted activity. Employees covered by the NLRA\* are protected from certain types of employer and union misconduct. This Notice gives you general information about your rights, and about the obligations of employers and unions under the NLRA. Contact the National Labor Relations Board, the Federal agency that investigates and resolves complaints under the NLRA, using the contact information supplied below, if you have any questions about specific rights that may apply in your particular workplace.

# Under the NLRA, you have the right to:

- Organize a union to negotiate with your employer concerning your wages, hours, and other terms and conditions of employment.
- · Form, join or assist a union.
- Bargain collectively through representatives of employees' own choosing for a contract with your employer setting your wages, benefits, hours, and other working conditions.
- Discuss your terms and conditions of employment or union organizing with your co-workers or a union.
- Take action with one or more co-workers to improve your working conditions by, among other means, raising workrelated complaints directly with your employer or with a government agency, and seeking help from a union.
- Strike and picket, depending on the purpose or means of the strike or the picketing.
- Choose not to do any of these activities, including joining or remaining a member of a union.

Illegal conduct will not be permitted. If you believe your rights or the rights of others have been violated, you should contact the NLRB promptly to protect your rights, generally within six months of the unlawful activity. You may inquire about possible violations without your employer or anyone else being informed of the inquiry. Charges may be filed by any person and need not be filed by the employee directly affected by the violation. The NLRB may order an employer to rehire a worker fired in violation of the law and to pay lost wages and benefits, and may order an employer or union to cease violating the law. Employees should seek assistance from the nearest regional NLRB office, which can be found on the Agency's website: www.nlrb.gov.

# Under the NLRA, it is illegal for a union or for the union that represents you in bargaining with your employer to:

- Threaten you that you will lose your job unless you support the union.
- Refuse to process a grievance because you have criticized union officials or because you are not a member of the union.
- Use or maintain discriminatory standards or procedures in making job referrals from a hiring hall.
- Cause or attempt to cause an employer to discriminate against you because of your union-related activity.
- Take other adverse action against you based on whether you have joined or support the union.

If you and your coworkers select a union to act as your collective bargaining representative, your employer and the union are required to bargain in good faith in a genuine effort to reach a written, binding agreement setting your terms and conditions of employment. The union is required to fairly represent you in bargaining and enforcing the agreement.

You can also contact the NLRB by calling toll-free: 1-844-762-NLRB (6572). Language assistance is available. Hearing impaired callers who wish to speak to an NLRB representative should send an email to relay.service@nlrb.gov. An NLRB representative will email the requestor with instructions on how to schedule a relay service call.



# Under the NLRA, it is illegal for your employer to:

- Prohibit you from soliciting for a union during non-work time, such as before or after work or during break times; or from distributing union literature during non-work time, in non-work areas, such as parking lots or break rooms.
- Question you about your union support or activities in a manner that discourages you from engaging in that activity.
- Fire, demote, or transfer you, or reduce your hours or change your shift, or otherwise take adverse action against you, or threaten to take any of these actions, because you join or support a union, or because you engage in concerted activity for mutual aid and protection, or because you choose not to engage in any such activity.
- Threaten to close your workplace if workers choose a union to represent them.
- Promise or grant promotions, pay raises, or other benefits to discourage or encourage union support.
- Prohibit you from wearing union hats, buttons, t-shirts, and pins in the workplace except under special circumstances.
- Spy on or videotape peaceful union activities and gatherings or pretend to do so.

\*The National Labor Relations Act covers most private-sector employers. Excluded from coverage under the NLRA are public-sector employees, agricultural and domestic workers, independent contractors, workers employed by a parent or spouse, employees of air and rail carriers covered by the Railway Labor Act, and supervisors (although supervisors that have been discriminated against for refusing to violate the NLRA may be covered).



# **DERECHOS DE LOS EMPLEADOS**

## CONFORME A LA LEY NACIONAL DE RELACIONES DEL TRABAJO

La Ley Nacional de Relaciones del Trabajo (NLRA por sus siglas en inglés) garantiza el derecho de los empleados a organizarse y negociar colectivamente con sus empleadores y a participar en otras actividades concertadas protegidas. Los empleados cubiertos por la NLRA\* están protegidos contra ciertos tipos de conductas inapropiadas por parte de empleadores y uniones. Este Aviso le brinda información general sobre sus derechos y las obligaciones de los empleadores y uniones bajo la NLRA. Si tiene alguna pregunta acerca de los derechos específicos que se puedan aplicar a su lugar de trabajo, utilice la información indicada a continuación para comunicarse con la Junta Nacional de Relaciones del Trabajo (NLRB por sus siglas en inglés), la agencia federal que investiga y resuelve que jas basadas en la NLRA.

# Bajo la NLRA, usted tiene derecho a:

- Organizar una unión para negociar con su empleador respecto a sus salarios, horas de trabajo y otros términos y condiciones de empleo.
- Formar, unirse o colaborar con una unión.
- Negociar colectivamente, a través de representantes elegidos por los empleados, un contrato con su empleador que establezcan sus salarios, beneficios, horas y otras condiciones de trabajo.
- Discutir sus términos y condiciones de empleo o la organización de una unión con los compañeros de trabajo o una unión.
- Tomar medidas con uno o más compañeros de trabajo para mejorar sus condiciones de trabajo tales como, entre otras, la presentación de quejas relacionadas al trabajo directamente al empleador o una agencia gubernamental y procurar la ayuda de una unión.
- Participar en huelgas o piquetes, según los fines y medios de las huelgas o piquetes.
- Decidir a no participar en ninguna de estas actividades, incluso unirse o seguir siendo parte de una unión.

La conducta ilegal no será permitida. Si usted cree que sus derechos o los de los demás han sido violados, debe comunicarse con la NLRB de inmediato, generalmente en un plazo de seis meses de haber ocurrido la acción ilícita, para proteger sus derechos. Puede preguntar acerca de posibles infracciones sin que se informe a su empleador o a cualquier otra persona al respecto. Los cargos pueden ser presentados por cualquier persona, no necesariamente por el empleado afectado directamente por la infracción. La NLRB puede exigir a un empleador que vuelva a contratar a un trabajador despedido en violación de la ley y que pague salarios y beneficios perdidos, así como ordenar a un empleador o unión que cesen de infringir la ley. Los empleados deben solicitar ayuda de la oficina regional de la NLRB más cercana, que se puede encontrar en la página web de la agencia: www.nlrb.Boy.

## Bajo la NLRA, es ilegal que una unión o la unión que le represente en las negociaciones con su empleador:

- Le amenace con perder su trabajo si no apoya a la unión.
- Se niegue a procesar una queja porque usted ha criticado a oficiales de la unión o porque usted no sea parte de la unión.
- Implemente o mantenga normas o procedimientos discriminatorios al realizar recomendaciones de un centro de contratación.
- Provoque o intente provocar que un empleador le discrimine debido a sus actividades relacionadas a la unión.
- Tome otras medidas adversas contra usted basándose en si se ha afiliado o apoya a la unión.

Si usted y sus compañeros de trabajo eligen a una unión para que actúe como su representante en negociaciones colectivas, el empleador y la unión tienen la obligación de negociar de buena fe en un esfuerzo genuino para llegar a un acuerdo por escrito y vinculante que establezca los términos y condiciones de empleo. La unión está obligada a representario de forma imparcial en la negociación y aplicación del acuerdo.

Puede también comunicarse con la NLRB llamando al número gratuito: 1-844-762-NLRB (6572). Hay asistencia de lenguaje disponible. Personas con discapacidad auditiva deben enviar un correo electrónico a relay.service@nlrb.gov. Un representante de la NLRB enviará un correo electrónico al solicitante con instrucciones de cómo programar una llamada del servicio de retransmisión.



## Bajo la NLRA, es ilegal que su empleador:

- Le prohíba hacer campaña a favor de una unión fuera de horas laborables, por ejemplo, antes o después del trabajo, o en horas de descanso, o distribuir material de la unión en horas no laborables fuera del área de trabajo tales como estacionamientos o salones de descanso.
- Le indague sobre su apoyo o actividades sindicales de manera que le disuada de participar en dichas actividades.
- Le despida, baje de categoría, o traslade, o reduzca las horas de trabajo, o cambie su turno, o tome cualquier otra medida adversa contra usted, o le amenace con llevar a cabo cualquiera de estas medidas porque usted se afilie o apoye a una unión, o porque participe en actividades concertadas de ayuda mutua y protección o porque decida no participar en ninguna de estas actividades.
- Amenace con cerrar el lugar de trabajo si los trabajadores eligen una unión que les represente.
- Prometa o conceda ascensos, aumentos salariales u otros beneficios para disuadir o promover el apoyo a una unión.
- Le prohíbe usar gorras, botones, camisetas y broches de la unión en el lugar de trabajo excepto en circunstancias especiales.
- Espíe o videograbe actividades pacíficas de la unión y reuniones o que simule hacerlo.

\*La Ley Nacional de Relaciones del Trabajo cubre la mayoría de los empleadores del sector privado. Quedan excluidos de la cobertura de la NLRA los empleados del sector público, trabajadores agrícolas y domésticos, contratistas independientes, trabajadores empleados por un padre o cónyuge, empleados de compañías aéreas y ferroviarias cubiertos por la Ley de Trabajo Ferroviario (Railway Labor Act) y supervisores (aunque se podría incluir a supervisores que hayan sido discriminados por rehusarse a infringir la NLRA).

# INSURANCE Legal Notices

# Read If You'd Like — Ask If You Need

The next section includes a collection of required employmlent notices. We know it can feel like a lot of fine print, but these documents are provided to protect you and keep you informed of your rights and options. You don't need to study every word — just know they're here for your reference.

While we make every effort to translate our materials into Spanish, some of these legal notices are only available in English. If you ever have questions or want help making sense of any of it, your HR team is always happy to help. You can reach us at HR@american-stucco.com.

For future reference, these notices are posted and kept updated in our online Employee Portal with our other policies and important notices.

# **WRAP SDP**

4

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, please call 1-800-662-5851. For general view the Glossary at https://www.healthcare.gov/sbc-glossary/ or call 1-800-662-5851 to request a copy.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	For <u>participating providers</u> : \$5,000 person / \$10,000 family for calendar year For <u>non-participating providers</u> : \$10,000 person / \$20,000 family for calendar year	Solution providers:  \$5,000 person / \$10,000 family for calendar year  For participating providers:  \$5,000 person / \$10,000 family for calendar year  \$5,000 person / \$20,000 family for calendar year  For non-participating providers:  \$10,000 person / \$20,000 family for calendar year  For participating providers:  \$2,000 family for calendar year  For non-participating providers:  \$1,0000 person / \$20,000 family for calendar year
Are there services covered before you meet your <u>deductible</u> ?	Yes. <u>Preventive care</u> is covered before you meet your <u>deductible.</u>	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket</u> <u>limit</u> for this <u>plan</u> ?	For participating providers: \$5,000 person / \$10,000 family For non-participating providers: \$15,000 person / \$30,000 family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	What is not included in the <u>plan</u> doesn't cover, certain <u>specialty pharmacy</u> <u>out-of-pocket limit</u> ? <u>drugs,</u> and penalties for failure to obtain <u>preauthorization</u> for services	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit.</u>
Will you pay less if you use a <u>network provider</u> ?	Yes. See <u>www.emihealth.com</u> or call 1-800-662- 5851 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan</u> 's <u>network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider</u> 's charge and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common		What You Will Pay		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Medical Event	Services You May Need	Participating Provider (You Non-Participating Provider will pay the least)  (You will pay the most)	Non-Participating <u>Provider</u> (You will pay the most)	Limitations, exceptions, & Other Important Information
If you visit a health care	Primary care visit to treat an injury No charge after deductible or illness	No charge after deductible	50% <u>coinsurance</u>	none
provider's office or clinic	Specialist visit	No charge after <u>deductible</u>	50% coinsurance	none
	Preventive_ care/screening/immunization	No charge; <u>deductible</u> does not apply	Not covered	Coverage is limited to one visit per Year for some services. You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	No charge after <u>deductible/</u> office visit  Diagnostic test (x-ray, blood work) outpatient visit  No charge after <u>deductible/</u> no charge after <u>deductible/</u> inpatient services	No charge after <u>deductible/</u> office visit No charge after <u>deductible/</u> outpatient visit No charge after <u>deductible/</u> inpatient services	50% <u>coinsurance</u>	none
	Imaging (CT/PET scans, MRIs)	No charge after deductible	50% coinsurance	Requires preauthorization

Medical Event		Wildt fou Will Fay		I imitatione Eventions 9 Other Important
Medical Event				
	Services You May Need	Participating <u>Provider</u> (You will pay the least)	Participating <u>Provider</u> (You Non-Participating <u>Provider</u> will pay the least) (You will pay the most)	Information
If you need drugs to treat your illness or condition	Generic drugs	No charge after <u>deductible</u> prescription Retail No charge after <u>deductible</u> prescription Mail Order		Up to a 30-day supply (retail prescription) per <u>copay;</u> up to a 90-day supply (mail order prescription) per <u>copay</u>
More information about  prescription drug  coverage is available at	Preferred brand drugs	No charge after <u>deductible</u> prescription Retail No charge after <u>deductible</u> prescription Mail Order	Not covered	Up to a 30-day supply (retail prescription) per <u>copay;</u> up to a 90-day supply (mail order prescription) per <u>copay</u>
www.emihealth.com.	Non-preferred brand drugs	No charge after <u>deductible</u> prescription Retail No charge after <u>deductible</u> prescription Mail Order	Not covered	Up to a 30-day supply (retail prescription) per <u>copay;</u> up to a 90-day supply (mail order prescription) per <u>copay</u>
<i>ଁ</i> ଶ	Specialty drugs	No charge after <u>deductible</u> prescription Mail Order	Not covered	Covers up to a 90-day supply (mail order prescription) per copay. The cost of certain drugs (though reimbursed by the manufacturer at no cost to you) will not be applied towards your out-of-pocket limit. See http://emihealth.com/pdf/saveon.pdf for details.
ave outpatient	Facility fee (e.g., ambulatory surgery center)	No charge after <u>deductible</u>	50% <u>coinsurance</u>	Some procedures require <u>preauthorization</u>
Ph. Ph.	Physician/surgeon fees	No charge after deductible	50% coinsurance	-none-
山	Emergency room care	No charge after <u>deductible</u>	No charge after deductible	none
If you need immediate En	Emergency medical transportation	No charge after deductible	No charge after deductible	none
ᅴ	Urgent care	No charge after deductible	50% coinsurance	none
If you have a hospital stay Ph	Facility fee (e.g., hospital room) Physician/surgeon fee	No charge after <u>deductible</u> No charge after <u>deductible</u>	50% coinsurance 50% coinsurance	Requires <u>preauthorization</u> none

Common		What You Will Pay	Will Pay	
Medical Event	Services You May Need	Participating Provider (You Non-Participating Provider will pay the least)  (You will pay the most)	Non-Participating <u>Provider</u> (You will pay the most)	Limitations, exceptions, & Other Important Information
	Outpatient services	No charge after deductible office visit and other outpatient services	50% <u>coinsurance</u>	Medications for substance abuse not covered
substance abuse services	Inpatient services	No charge after deductible	50% coinsurance	Requires <u>preauthorization</u>
	Office visits	No charge after <u>deductible</u>	50% <u>coinsurance</u>	Cost sharing does not apply for <u>preventive</u> services. Depending on the type of services, a
If you are pregnant	Childbirth/delivery professional services	No charge after <u>deductible</u>	50% coinsurance	copayment or coinsurance may apply. Maternity care may include tests and services
	Childbirth/delivery facility services No charge after deductible	No charge after <u>deductible</u>	50% <u>coinsurance</u>	described elsewhere in the SBC (i.e. ultrasound).
	Home health care	No charge after deductible	50% coinsurance	none
	Rehabilitation services	No charge after deductible		Coverage limited to 20 outpatient visits per injury/illness and 40 inpatient days per Year.
If you need help	Habilitation services	Not covered	Not covered	
recovering or have other	20	**************************************		Coverage limited to 30 days per Year.
special health needs	Skilled nursing care	No charge after <u>deductible</u>	50% <u>coinsurance</u>	Admission must be within 5 days of a discharge from Hospital Confinement.
	Durable medical equipment	No charge after deductible	50% coinsurance	Requires <u>preauthorization</u>
	Hospice services	No charge after deductible	50% coinsurance	uone
	Children's ave even	Routine: No charge; deductible does not apply	Routine: Not covered	Limited to one preventive visit per Year.
If your child needs dental	כווומפון א פאפ פעפון	Non-routine: No charge after	Non-routine: 50%	none
or eye care		<u>deductible</u>	coinsurance	
	Children's glasses	Not covered	Not covered	N/A
	Children's dental check-up	Not covered	Not covered	

# Excluded Services & Other Covered Services:

# Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.

- Acupuncture
- Cosmetic surgery

Bariatric surgery

Dental care (Adult)

Habilitation servicesInfertility treatmentLong-term care

- Private-duty nursing
- Routine foot care
- Weight loss programs

# Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)

- Routine eye care (Adult) Non-emergency care when raveling outside the U.S. Chiropractic care Hearing aids
- nformation and Insurance Oversight at 1-877-267-2323 x61565 or www.cciio.cms.gov, or for plans subect to ERISA: the Department of Labor's Employee buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov Benefits Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Other coverage options may be available to you too, including hose agencies is: the plan at 1-800-662-5851, your state insurance department, the Department of Health and Human Services, Center for Consumer Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for or call 1-800-318-2596.
- his notice, or assistance, contact: EMI Health at 5101 South Commerce Drive, Murray Utah 84107, by phone at 801-662-5851 or toll free at 1-800-662-5851. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-44-EBSA (3272) or www.dol.gov/ebsa/healthreform. Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan Does this plan provide Minimum Essential Coverage? Yes.
- Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.
- Does this plan meet the Minimum Value Standards? Yes.
- If your <u>plan</u> doesn't meet the Minimum Value Standards, you may be eligible for a <u>premium tax credit</u> to help you pay for a plan through the Marketplace.

# To see examples of how this plan might cover costs for a sample medical situation, see the next page.

concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn. PRA Reports Clearance Officer, Mail Stop C4-PRA Disclosure Statement: According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1146. The time required to complete this information collection is estimated to average 0.08 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments 26-05, Baltimore, Maryland 21244-1850.

# About these Coverage Examples:



amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing This is not a cost estimator. Treaments shown are just examples of how this plan might cover medical care. Your actual costs will be costs you might pay under different health <u>plans</u>. Please note these coverage examples are based on self-only coverage.

# Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)	e and a	<u>a</u>	(a year of routi
■ The <u>plan</u> 's overall <u>deductible</u>	\$5,000		The plan's
Specialist coinsurance	%0		Specialist
Hospital (facility) coinsurance	<b>%0</b>		Hospital (
Other coinsurance	<b>%0</b>		Other coin

# This EXAMPLE event includes services like:

Diagnostic tests (ultrasounds and blood work) Childbirth/Delivery Professional Services Specialist office visits (prenatal care) Childbirth/Delivery Facility Services Specialist visit (anesthesia)

	Il Die Cost
--	-------------

Total Evalupie cost	414,100
In this example, Peg would pay:	
Cost Sharing	
Deductibles	\$5,000
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$5,060

# Managing Joe's type 2 Diabetes

ne in-network care of a well-controlled condition)

The plan's overall deductible	\$5.000
Specialist coinsurance	%0
Hospital (facility) coinsurance	%0
Other coinsurance	%0

# This EXAMPLE event includes services like:

Primary care physician office visits (including Durable medical equipment (glucose meter) Diagnostic tests (blood work) disease education) Prescription drugs

\$0.0¢
--------

Total Example Cost	\$5,600
In this example, Joe would pay:	
Cost Sharing	
Deductibles	\$5,000
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$70
The total Joe would pay is	\$5,070

# Mia's Simple Fracture

(in-network emergency room visit and follow up care)

<ul> <li>The <u>plan</u>'s overall <u>deductible</u></li> <li>Specialist <u>coinsurance</u></li> <li>Hospital (facility) <u>coinsurance</u></li> <li>Other <u>coinsurance</u></li> </ul>	\$5,000 0% 0%
This EXAMPLE event includes services like:  Emergency room care (including medical supplies)  Diagnostic test (x-ray)  Durable medical equipment (crutches)  Rehabilitation services (physical therapy)	l <b>ike:</b> upplies)

Total Example Cost	\$2,800
In this example, Mia would pay:	
Cost Sharing	
Deductibles	\$2,800
Copayments	\$
Coinsurance	\$
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$2,800

# **SCB - MEC BASIC**

# **SCB - MEC ENHANCED**

# HIPAA Special Enrollment Rights

If you decline enrollment for yourself or your dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your dependents in this plan, provided that you request enrollment within 30 days after your other coverage ends.

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

If you would like more information, please reference your Summary Plan Description or contact Human Resources at HR@american-stucco.com.

You may also be able to enroll yourself and your dependents if you or your dependents lose eligibility for Medicaid or a State Children's Health Insurance Program (CHIP), or if you or your dependents become eligible for premium assistance under Medicaid or CHIP. You must request enrollment within 60 days of the loss of Medicaid/CHIP coverage or within 60 days of becoming eligible for premium assistance.

# Continuation Coverage Rights Under COBRA

# Introduction

You're getting this notice because you recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it. When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

# What is COBRA continuation coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- · Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

# When is COBRA continuation coverage available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee; or
- The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator by email at HR@american-stucco.com within 60 days after the qualifying event occurs.

# How is COBRA continuation coverage provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability extension of 18-month period of COBRA continuation coverage If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an

additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.

# Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

# Are there other coverage options besides COBRA?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicare, Medicaid, <u>Children's Health Insurance Program (CHIP)</u>, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at <a href="https://www.healthcare.gov">www.healthcare.gov</a>.

# Can I enroll in Medicare instead of COBRA after my group health plan coverage ends?

In general, if you don't enroll in Medicare Part A or B when you are first eligible because you are still employed, after the Medicare initial enrollment period, you have an 8-month special enrollment period[1] to sign up for Medicare Part A or B, beginning on the earlier of

- The month after your employment ends; or
- The month after group health plan coverage based on current employment ends.

If you don't enroll in Medicare and elect COBRA continuation coverage instead, you may have to pay a Part B late enrollment penalty and you may have a gap in coverage if you decide you want Part B later. If you elect COBRA continuation coverage and later enroll in Medicare Part A or B before the COBRA continuation coverage ends, the Plan may terminate your continuation coverage. However, if Medicare Part A or B is effective on or before the date of the COBRA election, COBRA coverage may not be discontinued on account of Medicare entitlement, even if you enroll in the other part of Medicare after the date of the election of COBRA coverage.

If you are enrolled in both COBRA continuation coverage and Medicare, Medicare will generally pay first (primary payer) and COBRA continuation coverage will pay second. Certain plans may pay as if secondary to Medicare, even if you are not enrolled in Medicare.

For more information: <a href="https://www.medicare.gov/medicare-and-you">https://www.medicare.gov/medicare-and-you</a>.

# If you have questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit <a href="www.dol.gov/ebsa">www.dol.gov/ebsa</a>. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit <a href="www.HealthCare.gov">www.HealthCare.gov</a>.

# Keep your Plan informed of address changes

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

# Plan contact information

American Legacy Stucco & Stone, LLC. 12455 N 92<sup>nd</sup> Dr, Suite 102, Peoria, AZ 85381 HR@american-stucco.com; 602-799-0513

# NEW HEALTH INSURANCE MARKETPLACE COVERAGE OPTIONS AND YOUR HEALTH COVERAGE

## Part A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: The Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace.

# What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

# Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

# Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit. (1)

**Note**: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution -as well as your employee contribution to employer-offered coverage- is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

## How Can I Get More Information?

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

# Part B: Information about health coverage offered by your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer Name: American Legacy Stucco and Stone, Inc.		4. Employer Identification Number (EIN): 27-3892368
7. City Peoria	8. State AZ	9. ZIP Code 85381
	ntact about employee health coveragources at: HR@american-stud	
11. Phone Number (	(if different from above)	12. Email Address HR@american-stucco.com
	first day of the month after 60 days of em	are:  O or more hours are eligible for benefits on the apployment. Must not be on leave of absence at order to sign up for benefits.
• With respect	to dependents: We do offer coverage. Eligible dependents Legal spouse, biological child, stepchild, legal guardian up to their 26th birthday.	ndents are: gally adopted child from which the employee is a
	We do not offer coverage to depend this coverage meets the minimum v ded to be affordable, based on emp	value standard, and the cost of this coverage to
premiur income, discoun	m discount through the Marketplace along with other factors to determing t. If, for example, your wages vary fro	ge to be affordable, you may still be eligible for a e. The Marketplace will use your household ne whether you may be eligible for a premium om week to week (perhaps you are an hourly sis), if you are newly employed mid-year, or if you

If you decide to shop for coverage in the Marketplace, **HealthCare.gov** will guide you through the process. Here's the employer information you'll enter when you visit **HealthCare.gov** to find out if you can get a tax credit to lower your monthly premiums.

have other income losses, you may still qualify for a premium discount.

# Your Prescription Drug Plan and Medicare Part D

Please read this notice carefully and keep it where you can find it.

This notice has information about your current prescription drug coverage with American Legacy Stucco and Stone, Inc. and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

- Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
- American Legacy Stucco and Stone, Inc. offers multiple plans and has determined that prescription drug coverage for the:
  - EMI BCBS (5,000/10,000) Health Plan, on average for all plan participants, is expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.
  - MEC Basic and MEC Enhanced health plans are NOT considered Creditable Coverage.
- For more information contact us at HR@american-stucco.com

# Your Prescription Drug Plan and Medicare Part D

# FAQ's & More Information

When Can You Join a Medicare Drug Plan? You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15 to December 7. However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

What Happens to Your Current Coverage If You Decide to Join a Medicare Drug Plan? If you decide to join a Medicare drug plan, your current coverage will not be affected. Members can keep this coverage if they elect Part D and this plan will coordinate with Part D coverage. If you do decide to join a Medicare drug plan and drop your current coverage, be aware that you and your dependents will be able to get this coverage back during future open enrollment periods.

When Will You Pay a Higher Premium (Penalty) To Join a Medicare Drug Plan? You should also know that if you drop or lose your current coverage and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later. If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information about This Notice or Your Current Prescription Drug Coverage Contact the person listed below for further information. You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage changes. You may also request a copy of this notice at any time.

• For More Information about Your Options under Medicare Prescription Drug Coverage - More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage - Visit www.medicare.gov. Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help. Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Keep this Creditable Coverage notice. If you decide to join one of Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).

# Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit www.healthcare.gov.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial 1-877-KIDS NOW or <a href="https://www.insurekidsnow.gov">www.insurekidsnow.gov</a> to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and you must request coverage within 60 days of being determined eligible for premium assistance. If you have questions about enrolling in your employer plan, contact the Department of Labor at www.askebsa.dol.gov or call 1-866-444-EBSA (3272).

If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of July 31, 2025. Contact your State for more information on eligibility –

ALABAMA – Medicaid	ALASKA – Medicaid
Website: http://myalhipp.com/ Phone: 1-855-692-5447	The AK Health Insurance Premium Payment Program Website: <a href="http://myakhipp.com/">http://myakhipp.com/</a> Phone: 1-866-251-4861 Email: <a href="mailto:CustomerService@MyAKHIPP.com">CustomerService@MyAKHIPP.com</a> Medicaid Eligibility: <a href="mailto:https://health.alaska.gov/dpa/Pages/default.aspx">https://health.alaska.gov/dpa/Pages/default.aspx</a>
ARKANSAS – Medicaid	CALIFORNIA – Medicaid
Website: http://myarhipp.com/ Phone: 1-855-MyARHIPP (855-692-7447)	Health Insurance Premium Payment (HIPP) Program Website: http://dhcs.ca.gov/hipp Phone: 916-445-8322 Fax: 916-440-5676 Email: hipp@dhcs.ca.gov
COLORADO – Health First Colorado (Colorado's Medicaid Program) & Child Health Plan Plus (CHP+)	FLORIDA – Medicaid
Health First Colorado Website: https://www.healthfirstcolorado.com/ Health First Colorado Member Contact Center: 1-800-221-3943/State Relay 711 CHP+: https://hcpf.colorado.gov/child-health-plan-plus CHP+ Customer Service: 1-800-359-1991/State Relay 711 Health Insurance Buy-In Program (HIBI): https://www.mycohibi.com/ HIBI Customer Service: 1-855-692-6442	Website: https://www.flmedicaidtplrecovery.com/flmedicaidtplrecovery.com/hipp/index.html Phone: 1-877-357-3268

GEORGIA – Medicaid	INDIANA – Medicaid
GA HIPP Website: <a href="https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp">https://medicaid.georgia.gov/health-insurance-program-hipp</a> Phone: 678-564-1162, Press 1 GA CHIPRA Website: <a href="https://medicaid.georgia.gov/programs/third-party-liability/childrens-health-insurance-program-reauthorization-act-2009-chipra">https://medicaid.georgia.gov/programs/third-party-liability/childrens-health-insurance-program-reauthorization-act-2009-chipra</a> Phone: 678-564-1162, Press 2	Health Insurance Premium Payment Program All other Medicaid Website: https://www.in.gov/medicaid/ http://www.in.gov/fssa/dfr/ Family and Social Services Administration Phone: 1-800-403-0864 Member Services Phone: 1-800-457-4584
IOWA – Medicaid and CHIP (Hawki)	KANSAS – Medicaid
Medicaid Website: <u>Iowa Medicaid   Health &amp; Human Services</u> Medicaid Phone: 1-800-338-8366  Hawki Website: <u>Hawki - Healthy and Well Kids in Iowa   Health &amp; Human Services</u> Hawki Phone: 1-800-257-8563  HIPP Website: <u>Health Insurance Premium Payment (HIPP)   Health &amp; Human Services (iowa.gov)</u> HIPP Phone: 1-888-346-9562	Website: https://www.kancare.ks.gov/ Phone: 1-800-792-4884 HIPP Phone: 1-800-967-4660
KENTUCKY – Medicaid	LOUISIANA – Medicaid
Kentucky Integrated Health Insurance Premium Payment Program (KI-HIPP) Website: https://chfs.ky.gov/agencies/dms/member/Pages/kihipp.aspx Phone: 1-855-459-6328 Email: KIHIPP.PROGRAM@ky.gov KCHIP Website: https://kynect.ky.gov Phone: 1-877-524-4718 Kentucky Medicaid Website: https://chfs.ky.gov/agencies/dms	Website: www.medicaid.la.gov or www.ldh.la.gov/lahipp Phone: 1-888-342-6207 (Medicaid hotline) or 1-855-618-5488 (LaHIPP)
MAINE – Medicaid	MASSACHUSETTS – Medicaid and CHIP
Enrollment Website: https://www.mymaineconnection.gov/benefits/s/?language=en US Phone: 1-800-442-6003 TTY: Maine relay 711 Private Health Insurance Premium Webpage: https://www.maine.gov/dhhs/ofi/applications-forms Phone: 1-800-977-6740 TTY: Maine relay 711	Website: <a href="https://www.mass.gov/masshealth/pa">https://www.mass.gov/masshealth/pa</a> Phone: 1-800-862-4840 TTY: 711 Email: <a href="masspremassistance@accenture.com">masspremassistance@accenture.com</a>
MINNESOTA – Medicaid	MISSOURI – Medicaid
Website: https://mn.gov/dhs/health-care-coverage/ Phone: 1-800-657-3672	Website: http://www.dss.mo.gov/mhd/participants/pages/hipp.htm Phone: 573-751-2005

MONTANA – Medicaid	NEBRASKA – Medicaid
Website: <a href="http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP">http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP</a> Phone: 1-800-694-3084 Email: <a href="http://dphhs.mt.gov">http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP</a> Phone: 1-800-694-3084 Email: <a href="http://dphhs.mt.gov">http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP</a>	Website: http://www.ACCESSNebraska.ne.gov Phone: 1-855-632-7633 Lincoln: 402-473-7000 Omaha: 402-595-1178
NEVADA – Medicaid	NEW HAMPSHIRE – Medicaid
Medicaid Website: <a href="http://dhcfp.nv.gov">http://dhcfp.nv.gov</a> Medicaid Phone: 1-800-992-0900	Website: <a href="https://www.dhhs.nh.gov/programs-services/medicaid/health-insurance-premium-program">https://www.dhhs.nh.gov/programs-services/medicaid/health-insurance-premium-program</a> Phone: 603-271-5218  Toll free number for the HIPP program: 1-800-852-3345, ext. 15218  Email: <a href="mailto:DHHS.ThirdPartyLiabi@dhhs.nh.gov">DHHS.ThirdPartyLiabi@dhhs.nh.gov</a>
NEW JERSEY – Medicaid and CHIP	NEW YORK – Medicaid
Medicaid Website: http://www.state.nj.us/humanservices/ dmahs/clients/medicaid/ Phone: 1-800-356-1561 CHIP Premium Assistance Phone: 609-631-2392 CHIP Website: http://www.njfamilycare.org/index.html CHIP Phone: 1-800-701-0710 (TTY: 711)	Website: <a href="https://www.health.ny.gov/health_care/medicaid/">https://www.health.ny.gov/health_care/medicaid/</a> Phone: 1-800-541-2831
NORTH CAROLINA – Medicaid	NORTH DAKOTA – Medicaid
Website: https://medicaid.ncdhhs.gov/ Phone: 919-855-4100	Website: https://www.hhs.nd.gov/healthcare Phone: 1-844-854-4825
OKLAHOMA – Medicaid and CHIP	OREGON – Medicaid and CHIP
Website: http://www.insureoklahoma.org Phone: 1-888-365-3742	Website: http://healthcare.oregon.gov/Pages/index.aspx Phone: 1-800-699-9075
PENNSYLVANIA – Medicaid and CHIP	RHODE ISLAND – Medicaid and CHIP
Website: https://www.pa.gov/en/services/dhs/apply-for-medicaid-health-insurance-premium-payment-program-hipp.html Phone: 1-800-692-7462	Website: <a href="http://www.eohhs.ri.gov/">http://www.eohhs.ri.gov/</a> Phone: 1-855-697-4347, or 401-462-0311 (Direct RIte Share Line)
CHIP Website: Children's Health Insurance Program (CHIP) (pa.gov) CHIP Phone: 1-800-986-KIDS (5437)	
(pa.gov)	SOUTH DAKOTA - Medicaid

TEXAS – Medicaid	UTAH – Medicaid and CHIP
Website: Health Insurance Premium Payment (HIPP) Program   Texas Health and Human Services Phone: 1-800-440-0493	Utah's Premium Partnership for Health Insurance (UPP) Website: https://medicaid.utah.gov/upp/ Email: upp@utah.gov Phone: 1-888-222-2542 Adult Expansion Website: https://medicaid.utah.gov/expansion/ Utah Medicaid Buyout Program Website: https://medicaid.utah.gov/buyout-program/ CHIP Website: https://chip.utah.gov/
VERMONT– Medicaid	VIRGINIA – Medicaid and CHIP
Website: Health Insurance Premium Payment (HIPP) Program   Department of Vermont Health Access Phone: 1-800-250-8427	Website: <a href="https://coverva.dmas.virginia.gov/learn/premium-assistance/famis-select">https://coverva.dmas.virginia.gov/learn/premium-assistance/famis-select</a> <a href="https://coverva.dmas.virginia.gov/learn/premium-assistance/health-insurance-premium-payment-hipp-programs">https://coverva.dmas.virginia.gov/learn/premium-assistance/health-insurance-premium-payment-hipp-programs</a> <a href="https://coverva.dmas.virginia.gov/learn/premium-assistance/health-insurance-premium-payment-hipp-programs">https://coverva.dmas.virginia.gov/learn/premium-assistance/health-insurance-premium-payment-hipp-programs</a> <a href="https://coverva.dmas.virginia.gov/learn/premium-assistance/health-insurance-premium-payment-hipp-programs">https://coverva.dmas.virginia.gov/learn/premium-assistance/health-insurance-premium-payment-hipp-programs</a> <a href="https://coverva.dmas.virginia.gov/learn/premium-assistance/health-insurance-premium-payment-hipp-programs">https://coverva.dmas.virginia.gov/learn/premium-assistance/health-insurance-premium-payment-hipp-programs</a>

To see if any other states have added a premium assistance program since July 31, 2025, or for more information on special enrollment rights, contact either:

U.S. Department of Labor Employee Benefits Security Administration www.dol.gov/agencies/ebsa 1-866-444-EBSA (3272) U.S. Department of Health and Human Services Centers for Medicare & Medicaid Services www.cms.hhs.gov 1-877-267-2323, Menu Option 4, Ext. 61565

## Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995 (Pub. L. 104-13) (PRA), no persons are required to respond to a collection of information unless such collection displays a valid Office of Management and Budget (OMB) control number. The Department notes that a Federal agency cannot conduct or sponsor a collection of information unless it is approved by OMB under the PRA, and displays a currently valid OMB control number, and the public is not required to respond to a collection of information unless it displays a currently valid OMB control number. See 44 U.S.C. 3507. Also, notwithstanding any other provisions of law, no person shall be subject to penalty for failing to comply with a collection of information if the collection of information does not display a currently valid OMB control number. See 44 U.S.C. 3512.

The public reporting burden for this collection of information is estimated to average approximately seven minutes per respondent. Interested parties are encouraged to send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employee Benefits Security Administration, Office of Policy and Research, Attention: PRA Clearance Officer, 200 Constitution Avenue, N.W., Room N-5718, Washington, DC 20210 or email <a href="mailto:ebsa.opr@dol.gov">ebsa.opr@dol.gov</a> and reference the OMB Control Number 1210-0137.

# Women's Health & Cancer Rights Act (WHCRA)

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan.

If you would like more information, please reference your Summary Plan Description or contact Human Resources at HR@american-stucco.com.

# Newborn's and Mother's Health Protection Act (NMHPA)

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery or 96 hours following a cesarean section.

However, the plan or issuer may pay for a shorter stay if the attending provider (e.g., your physician, nurse midwife, or physician assistant), after consultation with the mother, discharges the mother or newborn earlier.

In addition, plans and issuers may not:

• Require that a provider obtain authorization from the plan or issuer for prescribing a length of stay of up to 48 hours (for vaginal delivery) or 96 hours (for cesarean section).

If you would like more information, please reference your Summary Plan Description or contact Human Resources at HR@american-stucco.com.

# Mental Health Parity and Addiction Equity Act (MHPAEA)

The Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA) requires that the financial requirements (such as copayments, deductibles, and coinsurance) and treatment limitations (such as number of visits or days of coverage) that apply to mental health or substance use disorder (MH/SUD) benefits cannot be more restrictive than those that apply to medical and surgical benefits under the plan.

In addition, non-quantitative treatment limits (such as prior authorization, medical management standards, or provider network admission criteria) for MH/SUD benefits must be comparable to, and applied no more stringently than, those applied to medical and surgical benefits.

You may request, at no charge, information about the criteria for medical necessity determinations with respect to MH/SUD benefits, as well as the processes, strategies, evidentiary standards, and other factors used to apply non-quantitative treatment limits. You may also request the reason for any denial of reimbursement or payment for MH/SUD services.

If you would like more information, please reference your Summary Plan Description or contact Human Resources at HR@american-stucco.com.

# RETIREMENT Legal Notices

# Read If You'd Like — Ask If You Need

The next section includes a collection of required employmlent notices. We know it can feel like a lot of fine print, but these documents are provided to protect you and keep you informed of your rights and options. You don't need to study every word — just know they're here for your reference.

While we make every effort to translate our materials into Spanish, some of these legal notices are only available in English. If you ever have questions or want help making sense of any of it, your HR team is always happy to help. You can reach us at HR@american-stucco.com.

For future reference, these notices are posted and kept updated in our online Employee Portal with our other policies and important notices.

# IMPORT FROM BENEFIT GUIDE @ PDF



PROVIDED BY



+1-662-MODRNHR +1-662-663-7647 modrnHR.com

