Name									
(Last)	( <u>First</u> )	(MiddleInitial)							
Social Security Number									



# Employee Enrollment Packet Arizona 2019

Welcome to Creative Business Resources!

In this packet, there are five forms you must sign and return to us:

# ★ Please do not separate <u>these first five forms.</u>

- Employee Information Sheet (Inside Cover)
- U.S. Department of Homeland Security Employment Eligibility Verification (FormI-9)
- IRS Form W-4

★

- Arizona State Form A-4
- Direct Deposit Form

# Please remove and keep all the following material.

- Employment Agreement Policy
- Drug Free Workplace Policy
- Employee Safety Policy
- Employee Safety Information Form
- Sexual Harassment, Harassment and Discrimination Policy
- Grievance/Harassment Report
- COBRA General Notice

Complete the required forms and sign the inside cover now. This package will be returned to you if forms are incomplete.

TO BE COMPLETED BY	EMPLOYEE:			CBR Start Date:								
Name:				Client Company:								
(Last)		(First)		(MI)								
Social Security #:		Birth Date:		_	Male		Female					
Address:					Single		Married					
(Street I	Name and Number)											
				Telephone:	Email:							
(City)		(State)	(Zip Code)									
Emergency Cont Name:				Relation:								
Name.												
Home Phone:				Work/Cell Phone:								
Information acqu Race or Ethnic Id Voluntary Veter	entity: 🗆 v		n American	☐ Hispanic □ Asian □ Na sial Disabled Veteran □ Anot				_				
ACKNOWLEDGEN	ENT AND RELEASE -	HEREBY ACKNOWL	EDGE RECEIPT OF TH	E ITEMS LISTED BELOW.								
Employment Ag Drug Free Work Employee Safet	place Policy		ety Information ment, Harassmo	Form ent and Discrimination Policy	Grievance/Harass COBRA initial Not		port					
I have read an	I have read and agree to the terms set forth in the Employment Agreement and all other Policies and Forms listed above.											

In addition, I understand that my employment is "at will" and can be terminated with or without cause, with or without notice, at the option of CBR or myself. I further understand that the policies established therein are subject to change for any reason, with or without notice, and such change would not in any way alter the "at will" employment relationship.

I understand that state law requires an employee to report any industrial accident, injury or illness to his/her employer, and agree to abide by this law while employed with Creative Business Resources.

I release and agree to hold harmless any individual, company, business institution or government agency from liability with regard to furnishing information to Creative Business Resources for employment.

I acknowledge receipt and agree to the terms of drug testing policy set forth by the employer. I authorize any healthcare provider, their employers and agents administering the drug test to release the results to Creative Business Resources. Furthermore, I release Creative Business Resources, their client, the healthcare provider, and their respective employees and agents from any and all claims that I may now, or in the future, have arising from or relating to drug testing policy or action taken due to failed test results.

	Signature		Print N			
TO BE COMPLETED BY CLIENT (	Company:					
Pay Rate: \$ Job Title:	Hourly	Weekly 🗌 Full-Time 🗌	Bi-Weekly 🗌 Part-Time 🗌	Semi-Monthly 🗌 Exempt 🛛	Monthly	
W/C Code	W/C Coo	de	W/C Code		State:	
Hire Date:	Employee Class	: Insurance Eligibility Date:				

Manager Authorization:

# Form W-4 (2019)

**Future developments.** For the latest information about any future developments related to Form W-4, such as legislation enacted after it was published, go to *www.irs.gov/FormW4*.

**Purpose.** Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

**Exemption from withholding.** You may claim exemption from withholding for 2019 if **both** of the following apply.

• For 2018 you had a right to a refund of **all** federal income tax withheld because you had **no** tax liability, **and** 

• For 2019 you expect a refund of **all** federal income tax withheld because you expect to have **no** tax liability.

If you're exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2019 expires February 17, 2020. See Pub. 505, Tax Withholding and Estimated Tax, to learn more about whether you qualify for exemption from withholding.

# **General Instructions**

If you aren't exempt, follow the rest of these instructions to determine the number of withholding allowances you should claim for withholding for 2019 and any additional amount of tax to have withheld. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

You can also use the calculator at *www.irs.gov/W4App* to determine your tax withholding more accurately. Consider

using this calculator if you have a more complicated tax situation, such as if you have a working spouse, more than one job, or a large amount of nonwage income not subject to withholding outside of your job. After your Form W-4 takes effect, you can also use this calculator to see how the amount of tax you're having withheld compares to your projected total tax for 2019. If you use the calculator, you don't need to complete any of the worksheets for Form W-4.

Note that if you have too much tax withheld, you will receive a refund when you file your tax return. If you have too little tax withheld, you will owe tax when you file your tax return, and you might owe a penalty.

Filers with multiple jobs or working spouses. If you have more than one job at a time, or if you're married filing jointly and your spouse is also working, read all of the instructions including the instructions for the Two-Earners/Multiple Jobs Worksheet before beginning.

Nonwage income. If you have a large amount of nonwage income not subject to withholding, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you might owe additional tax. Or, you can use the Deductions, Adjustments, and Additional Income Worksheet on page 3 or the calculator at www.irs.gov/W4App to make sure you have enough tax withheld from your paycheck. If you have pension or annuity income, see Pub. 505 or use the calculator at www.irs.gov/W4App to find out if you should adjust your withholding on Form W-4 or W-4P.

**Nonresident alien.** If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

# Specific Instructions

#### Personal Allowances Worksheet

Complete this worksheet on page 3 first to determine the number of withholding allowances to claim.

Line C. Head of household please note: Generally, you may claim head of household filing status on your tax return only if you're unmarried and pay more than 50% of the costs of keeping up a home for yourself and a qualifying individual. See Pub. 501 for more information about filing status.

Line E. Child tax credit. When you file your tax return, you may be eligible to claim a child tax credit for each of your eligible children. To qualify, the child must be under age 17 as of December 31, must be your dependent who lives with you for more than half the year, and must have a valid social security number. To learn more about this credit, see Pub. 972, Child Tax Credit. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line E of the worksheet. On the worksheet you will be asked about your total income. For this purpose, total income includes all of your wages and other income, including income earned by a spouse if you are filing a joint return.

#### Line F. Credit for other dependents.

When you file your tax return, you may be eligible to claim a credit for other dependents for whom a child tax credit can't be claimed, such as a qualifying child who doesn't meet the age or social security number requirement for the child tax credit, or a qualifying relative. To learn more about this credit, see Pub. 972. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line F of the worksheet. On the worksheet, you will be asked about your total income. For this purpose, total

......

 Separate here and give Form W-4 to your employer. Keep the worksheet(s) for your records.	-

Form	<b>W-4</b>	Employe	e's Withholding	Allowance C	Certificate		OMB No. 1545-0074
	nent of the Treasury Revenue Service		ed to claim a certain numbe e IRS. Your employer may b				2019
1	Your first name a	nd middle initial	Last name		2	our social s	ecurity number
	Home address (n	umber and street or rural route)		3 Single Man Note: If married filing sep			at higher Single rate. at higher Single rate."
	City or town, state	e, and ZIP code		4 If your last name dir check here. You m	ffers from that show ust call 800-772-121	-	
5	Total number	of allowances you're clain	ning (from the applicable	worksheet on the foll	owing pages) .		5
6	Additional am	ount, if any, you want with	held from each paychec	k			6 \$
7	l claim exemp	tion from withholding for 2	019, and I certify that I n	neet <b>both</b> of the follow	wing conditions fo	or exemptio	n.
	<ul> <li>Last year I h</li> </ul>	ad a right to a refund of <b>a</b> l	I federal income tax with	held because I had <b>n</b>	o tax liability, and	I	
	<ul> <li>This year I e</li> </ul>	xpect a refund of <b>all</b> feder	al income tax withheld be	ecause I expect to ha	ive <b>no</b> tax liab <u>ility</u> .		
	If you meet bo	oth conditions, write "Exen	npt" here		🕨 7		
Under	penalties of perj	ury, I declare that I have exa	amined this certificate and	, to the best of my kno	wledge and belief,	it is true, co	rrect, and complete.
•	o <b>yee's signature</b> form is not valid ι	nless you sign it.) ►			Da	te 🕨	
		d address ( <b>Employer:</b> Complet sending to State Directory of N		IRS and complete	9 First date of employment		ployer identification nber (EIN)

income includes all of your wages and other income, including income earned by a spouse if you are filing a joint return.

Line G. Other credits. You may be able to reduce the tax withheld from your paycheck if you expect to claim other tax credits, such as tax credits for education (see Pub. 970). If you do so, your paycheck will be larger, but the amount of any refund that you receive when you file your tax return will be smaller. Follow the instructions for Worksheet 1-6 in Pub. 505 if you want to reduce your withholding to take these credits into account. Enter "-0-" on lines E and F if you use Worksheet 1-6.

# Deductions, Adjustments, and Additional Income Worksheet

Complete this worksheet to determine if you're able to reduce the tax withheld from your paycheck to account for your itemized deductions and other adjustments to income, such as IRA contributions. If you do so, your refund at the end of the year will be smaller, but your paycheck will be larger. You're not required to complete this worksheet or reduce your withholding if you don't wish to do so.

You can also use this worksheet to figure out how much to increase the tax withheld from your paycheck if you have a large amount of nonwage income not subject to withholding, such as interest or dividends.

Another option is to take these items into account and make your withholding more accurate by using the calculator at *www.irs.gov/W4App*. If you use the calculator, you don't need to complete any of the worksheets for Form W-4.

#### Two-Earners/Multiple Jobs Worksheet

Complete this worksheet if you have more than one job at a time or are married filing jointly and have a working spouse. If you don't complete this worksheet, you might have too little tax withheld. If so, you will owe tax when you file your tax return and might be subject to a penalty.

Figure the total number of allowances you're entitled to claim and any additional amount of tax to withhold on all jobs using worksheets from only one Form W-4. Claim all allowances on the W-4 that you or your spouse file for the highest paying job in your family and claim zero allowances on Forms W-4 filed for all other jobs. For example, if you earn \$60,000 per year and your spouse earns \$20,000, you should complete the worksheets to determine what to enter on lines 5 and 6 of your Form W-4, and your spouse should enter zero ("-0-") on lines 5 and 6 of his or her Form W-4. See Pub. 505 for details.

Another option is to use the calculator at *www.irs.gov/W4App* to make your withholding more accurate.

**Tip:** If you have a working spouse and your incomes are similar, you can check the "Married, but withhold at higher Single rate" box instead of using this worksheet. If you choose this option, then each spouse should fill out the Personal Allowances Worksheet and check the "Married, but withhold at higher Single rate" box on Form W-4, but only one spouse should claim any allowances for credits or fill out the Deductions, Adjustments, and Additional Income Worksheet.

## Instructions for Employer

#### Employees, do not complete box 8, 9, or 10. Your employer will complete these boxes if necessary.

**New hire reporting.** Employers are required by law to report new employees to a designated State Directory of New Hires. Employers may use Form W-4, boxes 8, 9, and 10 to comply with the new hire reporting requirement for a newly hired employee. A newly hired employee is an employee who hasn't previously been employed by the employer, or who was previously employed by the employer but has been separated from such prior employment for at least 60 consecutive days. Employers should contact the appropriate State Directory of New Hires to find out how to submit a copy of the completed Form W-4. For information and links to each designated State Directory of New Hires (including for U.S. territories), go to **www.acf.hhs.gov/css/employers.** 

If an employer is sending a copy of Form W-4 to a designated State Directory of New Hires to comply with the new hire reporting requirement for a newly hired employee, complete boxes 8, 9, and 10 as follows.

**Box 8.** Enter the employer's name and address. If the employer is sending a copy of this form to a State Directory of New Hires, enter the address where child support agencies should send income withholding orders.

**Box 9.** If the employer is sending a copy of this form to a State Directory of New Hires, enter the employee's first date of employment, which is the date services for payment were first performed by the employee. If the employer rehired the employee after the employee had been separated from the employer's service for at least 60 days, enter the rehire date.

**Box 10.** Enter the employer's employer identification number (EIN).

Form	W-4	(2019)

		Personal Allowances Worksheet (Keep for your records.)			-
Α	Enter "1" for you	rself		Α	
В	Enter "1" if you w	vill file as married filing jointly		В	
C	•	vill file as head of household		с _	
		You're single, or married filing separately, and have only one job; or	)		
D		You're married filing jointly, have only one job, and your spouse doesn't work; or	}	D _	
		Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.	J		
E		See Pub. 972, Child Tax Credit, for more information.			
		ome will be less than \$71,201 (\$103,351 if married filing jointly), enter "4" for each eligible child.			
	<ul> <li>If your total inclusion eligible child.</li> </ul>	ome will be from \$71,201 to \$179,050 (\$103,351 to \$345,850 if married filing jointly), enter "2" fo	or each		
	0	ome will be from \$179,051 to \$200,000 (\$345,851 to \$400,000 if married filing jointly), enter "1"	for		
	each eligible chil	d.			
	<ul> <li>If your total inc</li> </ul>	ome will be higher than \$200,000 (\$400,000 if married filing jointly), enter "-0-"	· ·	Ε_	
F		dependents. See Pub. 972, Child Tax Credit, for more information.			
	-	ome will be less than \$71,201 (\$103,351 if married filing jointly), enter "1" for each eligible deper			
		ome will be from \$71,201 to \$179,050 (\$103,351 to \$345,850 if married filing jointly), enter "1" fo			
	two dependents four dependents	(for example, "-0-" for one dependent, "1" if you have two or three dependents, and "2" if you h	ave		
		ome will be higher than \$179,050 (\$345,850 if married filing jointly), enter "-0-"		F	
G		f you have other credits, see Worksheet 1-6 of Pub. 505 and enter the amount from that wo		г _	
<sup>ŭ</sup>		Norksheet 1-6, enter "-0-" on lines E and F		G	
н	-	Igh G and enter the total here	►	й –	
				_	
	(	• If you plan to itemize or claim adjustments to income and want to reduce your withholding, or i			
	For accuracy,	have a large amount of nonwage income not subject to withholding and want to increase your withl see the <b>Deductions, Adjustments, and Additional Income Worksheet</b> below.	nolding,		
	complete all	<ul> <li>If you have more than one job at a time or are married filing jointly and you and your spouse</li> </ul>	both		
	worksheets	work, and the combined earnings from all jobs exceed \$53,000 (\$24,450 if married filing jointly), se			
	that apply.	<ul> <li>Two-Earners/Multiple Jobs Worksheet on page 4 to avoid having too little tax withheld.</li> <li>If neither of the above situations applies, stop here and enter the number from line H on line 5 of</li> </ul>	Form		
	ί	W-4 above.	1 OIIII		
		Deductions, Adjustments, and Additional Income Worksheet			
Note	e: Use this workshe	eet only if you plan to itemize deductions, claim certain adjustments to income, or have a large a	mount o	f non	wage
	income not subje	ect to withholding.			
1		te of your 2019 itemized deductions. These include qualifying home mortgage interest,			
		butions, state and local taxes (up to \$10,000), and medical expenses in excess of 10% of			
	-	e Pub. 505 for details	1 <u>\$</u>		
		00 if you're married filing jointly or qualifying widow(er)	2 \$		
2		200 if you're single or married filing separately	Ζ <u>Φ</u>		
3		rom line 1. If zero or less, enter "-0-"	3\$		
4		te of your 2019 adjustments to income, qualified business income deduction, and any	υ ψ		
1		ard deduction for age or blindness (see Pub. 505 for information about these items).	4 \$		
5		4 and enter the total	<b>5</b> \$		
6		e of your 2019 nonwage income not subject to withholding (such as dividends or interest).	6 \$		
7		rom line 5. If zero, enter "-0-". If less than zero, enter the amount in parentheses	7 \$		
8		nt on line 7 by \$4,200 and enter the result here. If a negative amount, enter in parentheses.			
	Drop any fractior	1	8		
9		r from the <b>Personal Allowances Worksheet,</b> line H, above	9		
10		9 and enter the total here. If zero or less, enter "-0-". If you plan to use the <b>Two-Earners</b> /			
		<b>/orksheet,</b> also enter this total on line 1 of that worksheet on page 4. Otherwise, <b>stop here</b>	10		
	and enter this to	tal on Form W-4, line 5, page 1	<u> </u>		

Page **3** 

Form W	/-4 (2019)		Page
	Two-Earners/Multiple Jobs Worksheet		
Note	: Use this worksheet only if the instructions under line H from the Personal Allowances Worksheet direct you h	iere.	
1	Enter the number from the <b>Personal Allowances Worksheet</b> , line H, page 3 (or, if you used the <b>Deductions, Adjustments, and Additional Income Worksheet</b> on page 3, the number from line 10 of that worksheet)	1	
2	Find the number in <b>Table 1</b> below that applies to the <b>LOWEST</b> paying job and enter it here. <b>However</b> , if you're married filing jointly and wages from the highest paying job are \$75,000 or less and the combined wages for you and your spouse are \$107,000 or less, don't enter more than "3"	2	
3	If line 1 is <b>more than or equal to</b> line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. <b>Do not</b> use the rest of this worksheet	3	
Note	: If line 1 is <b>less than</b> line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4 through 9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.		
4	Enter the number from line 2 of this worksheet		
5	Enter the number from line 1 of this worksheet		
6	Subtract line 5 from line 4	6	
7	Find the amount in <b>Table 2</b> below that applies to the <b>HIGHEST</b> paying job and enter it here	7 \$	
8	Multiply line 7 by line 6 and enter the result here. This is the additional annual withholding needed	8 \$	
9	<b>Divide</b> line 8 by the number of pay periods remaining in 2019. For example, divide by 18 if you're paid every 2 weeks and you complete this form on a date in late April when there are 18 pay periods remaining in		

2019. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld 

	Tab	ole 1		Table 2				
Married Filing	Jointly	All Other	rs	Married Filing	Jointly	All Others		
If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above	
\$0 - \$5,000 5,001 - 9,500 9,501 - 19,500 19,501 - 35,000 35,001 - 40,000 40,001 - 46,000 46,001 - 55,000 55,001 - 60,000 60,001 - 75,000 75,001 - 85,000 85,001 - 95,000 125,001 - 155,000 155,001 - 165,000 155,001 - 175,000 155,001 - 180,000 180,0001 - 195,000 195,001 - 205,000 205,001 and over	0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	\$0 - \$7,000 7,001 - 13,000 13,001 - 27,500 27,501 - 32,000 32,001 - 40,000 40,001 - 60,000 60,001 - 75,000 85,001 - 95,000 95,001 - 100,000 100,001 - 115,000 115,001 - 125,000 135,001 - 135,000 135,001 - 145,000 145,001 - 180,000 180,001 and over	0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	\$0 - \$24,900 24,901 - 84,450 84,451 - 173,900 173,901 - 326,950 326,951 - 413,700 413,701 - 617,850 617,851 and over	\$420 500 910 1,000 1,330 1,450 1,540	\$0 - \$7,200 7,201 - 36,975 36,976 - 81,700 81,701 - 158,225 158,226 - 201,600 201,601 - 507,800 507,801 and over	\$420 500 910 1,000 1,330 1,450 1,540	

**Privacy Act and Paperwork Reduction** Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to

cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You aren't required to provide the information requested on a form that's subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

9 \$

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

Type or print your Full Name		Your Social Security Number
Home Address – number and street or rural route		
City or Town	State	ZIP Code

#### Choose either box 1 or box 2:

□1	1 Withhold from gross taxable wages at the percentage checked (check only one percentage):											
	□ 0.8%	□ 1.3%	□ 1.8%	□ 2.7%	□ 3.6%	□ 4.2%	□ 5.1%					
	Check this t	box and enter an	extra amount to	be withheld fro	m each paychecł	k\$[						
□ 2	2 I elect an Arizona withholding percentage of zero, and I certify that I expect to have no Arizona tax liability for the current taxable year.											
I cert	ify that I have m	ade the election	marked above.									

# **Employee's Instructions**

Arizona law requires your employer to withhold Arizona income tax from your wages for work done in Arizona. The amount withheld is applied to your Arizona income tax due when you file your tax return. The amount withheld is a percentage of your gross taxable wages from every paycheck. You may also have your employer withhold an extra amount from each paycheck. Complete this form to select a percentage and any extra amount to be withheld from each paycheck.

## What are my "Gross Taxable Wages"?

For withholding purposes, your "gross taxable wages" are the wages that will generally be in box 1 of your federal Form W-2. It is your gross wages less any pretax deductions, such as your share of health insurance premiums.

## **New Employees**

SIGNATURE

Complete this form within the first five days of your employment to select an Arizona withholding percentage. You may also have your employer withhold an extra amount from each paycheck. If you do not file this form, the department requires your employer to withhold 2.7% of your gross taxable wages.

# **Current Employees**

If you want to change your current amount withheld, you must file this form to change the Arizona withholding percentage to change the extra amount withheld.

# What Should I do With Form A-4?

Give your completed Form A-4 to your employer.

# Electing a Withholding Percentage of Zero

DATE

You may elect an Arizona withholding percentage of zero if you expect to have no Arizona income tax liability for the current year. Arizona tax liability is gross tax liability less any tax credits, such as the family tax credit, school tax credits, or credits for taxes paid to other states. If you make this election, your employer will not withhold Arizona income tax from your wages for payroll periods beginning after the date you file the form. Zero withholding does not relieve you from paying Arizona income tax return. If you have an Arizona tax liability when you file your return or if at any time during the current year conditions change so that you expect to have a tax liability, you should promptly file a new Form A-4 and choose a withholding percentage that applies to you.

# Voluntary Withholding Election by Certain Nonresident Employees

Compensation earned by nonresidents while physically working in Arizona for temporary periods is subject to Arizona income tax. However, under Arizona law, compensation paid to certain nonresident employees is not subject to Arizona income tax withholding. These nonresident employees need to review their situations and determine if they should elect to have Arizona income taxes withheld from their Arizona source compensation. Nonresident employees may request that their employer withhold Arizona income taxes by completing this form to elect Arizona income tax withholding. **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Attestation** (*Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment*, but not before accepting a job offer.)

	-								
Last Name (Family Name) First Na			me <i>(Giv</i>	en Name)	)	Middle Initial	Other L	ast Names.	Used (if any)
Address (Street Number and Name)			Apt. Ni	umber	City or Town			State	ZIP Code
Date of Birth <i>(mm/dd/yyyy)</i>	U.S. Social Sec	urity Num	ber	Employe	ee's E-mail Addr	ess	E	mployee's ⊺	Felephone Number

# I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

#### I attest, under penalty of perjury, that I am (check one of the following boxes):

1. A citizen of the United States						
2. A noncitizen national of the United States (See instructions)						
3. A lawful permanent resident (Alien Registration Number/USCI	S Numb	er):				
4. An alien authorized to work until (expiration date, if applicable,	mm/dd/	уууу):				
Some aliens may write "N/A" in the expiration date field. (See ins	truction	s)		_		
Aliens authorized to work must provide only one of the following docur An Alien Registration Number/USCIS Number OR Form I-94 Admissio						QR Code - Section 1 Not Write In This Space
1. Alien Registration Number/USCIS Number: OR						
2. Form I-94 Admission Number: OR						
3. Foreign Passport Number:						
Country of Issuance:						
Signature of Employee			Today's Date	e ( <i>mm/dd</i> /	(уууу)	
Preparer and/or Translator Certification (check o	ne):					
I did not use a preparer or translator.				•	-	
(Fields below must be completed and signed when preparers ar	nd/or tra	anslators ass	sist an emplo	oyee in c	ompleting	Section 1.)
I attest, under penalty of perjury, that I have assisted in the knowledge the information is true and correct.	compl	etion of Sect	tion 1 of thi	s form a	ind that t	o the best of my
Signature of Preparer or Translator				Today's E	)ate <i>(mm/c</i>	ld/yyyy)
Last Name (Family Name) First Name (Given Name)						
Address (Street Number and Name)	City or	Town			State	ZIP Code

STOP

[STOP]



# **Employment Eligibility Verification**

# **Department of Homeland Security**

## U.S. Citizenship and Immigration Services

4 4 \*

**D** '

1 1 / 101

Employee Info from Section 1	Last Name (Fa	amily Name) First Name (Given Nam		Given Name)	M.I.	Citizenship/Immigration Status		
List A Identity and Employment Authorization		DR List B Identity		AND		List C Employment Authorization		
Document Title		Document Title		Docu	Document Title			
Issuing Authority		Issuing Authority		Issuir	ng Autho	Authority		
Document Number		Document Number Docum			ment Nı	nent Number		
Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)		Expir	xpiration Date (if any)(mm/dd/yyyy)			
Document Title								
Issuing Authority		Additional Inform	nation			QR Code - Sections 2 & 3 Do Not Write In This Space		
Document Number								
Expiration Date (if any)(mm/dd/yy)	y)							
Document Title								
Issuing Authority								
Document Number								
Expiration Date (if any)(mm/dd/yy)	04)							

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy):

(See instructions for exemptions)

Signature of Employer or Authorized Representative		Today's Date (mm/dd/yyyy)		Title c	of Employer or Authorized Representative				
Last Name of Employer or Authorized Represent	tative	First Name of Employer or Author			ed Represent	Representative Employer		r's Business or Organization Name	
Employer's Business or Organization Address (Street Number and		nd Name)	Name) City or Town		State	ZIP Code			
Section 3. Reverification and Rehires (To be completed and signed by employer or authorized representative.)									
A. New Name (if applicable)						E	B. Date of Rehire (if applicable)		
Last Name (Family Name)	First Na	Name (Given Name) Middle Initial		al	Date (mm/dd/yyyy)				
C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.									
Document Title			Docume	ent Num	t Number Expiration Date ( <i>if any</i> ) ( <i>mm/dd/yyy</i> )			ate (if any) (mm/dd/yyyy)	
I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.									
Signature of Employer or Authorized Representative Today's Da			Date (mm/o	dd/yyyy	Name	of Emp	oloyer or Au	thorized R	epresentative

# LISTS OF ACCEPTABLE DOCUMENTS All documents must be UNEXPIRED

Employees may present one selection from List A or a combination of one selection from List B and one selection from List C.

	LIST A Documents that Establish Both Identity and Employment Authorization	DR	LIST B Documents that Establish Identity AN	ID	LIST C Documents that Establish Employment Authorization
2.	U.S. Passport or U.S. Passport Card Permanent Resident Card or Alien Registration Receipt Card (Form I-551) Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine- readable immigrant visa Employment Authorization Document		<ul> <li>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, gender, height, eye color, and address</li> <li>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,</li> </ul>	1.	
5.	that contains a photograph (Form I-766) For a nonimmigrant alien authorized to work for a specific employer because of his or her status:		<ul><li>gender, height, eye color, and address</li><li>School ID card with a photograph</li><li>Voter's registration card</li></ul>	3.	by the Department of State (Forms DS-1350, FS-545, FS-240) Original or certified copy of birth certificate issued by a State, county, municipal authority, or
	<ul> <li>a. Foreign passport; and</li> <li>b. Form I-94 or Form I-94A that has the following:</li> </ul>	t;	· · · · · · · · · · · · · · · · · · ·	4.	territory of the United States bearing an official seal Native American tribal document
	<ul> <li>(1) The same name as the passport; and</li> <li>(2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the</li> </ul>		. Native American tribal document	┣───	U.S. Citizen ID Card (Form I-197) Identification Card for Use of Resident Citizen in the United States (Form I-179)
	proposed employment is not in conflict with any restrictions or limitations identified on the form.		For persons under age 18 who are unable to present a document listed above:		Employment authorization document issued by the Department of Homeland Security
6.	the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating	1	<ol> <li>School record or report card</li> <li>Clinic, doctor, or hospital record</li> <li>Day-care or nursery school record</li> </ol>		

Examples of many of these documents appear in Part 13 of the Handbook for Employers (M-274).

Refer to the instructions for more information about acceptable receipts.



# **Paycheck Deposit Authorization Form**

Employee Name		Last 4 digits of SSN:
Employee Signature **	Date:	Telephone #:
Client Company Name		Email:

\*\*I authorize CBR and the Financial Institution listed below, if applicable, to deposit my net pay automatically to my account, CBR Cash Card each payday or to apply the \$5 fee to receive a live check. If funds to which I am not entitled are deposited to my account, I authorize CBR to direct the bank or financial institution to reverse such funds. This Authorization will remain in effect until I have cancelled it in writing. **Please allow 14-21 days for deposits to become active.** All accounts must go through a prenote process to verify account information. This process allows errors to be caught before personal accounts are affected. I authorize CBR to email my paystub to the email address I provided above. I understand that I will need my social security number with no dashes to open the PDF/electronicpaystub.

#### PLEASE SELECT ONE OF THE FOLLOWING OPTIONS

A Direct Deposit Into My Personal Bank Account					
Bank Name	*Transit Routing #	Account #	Checking/ Savings	Amount or % to Deposit	

\*You must contact your financial institution for verification of the bank transit number. If this information is incorrect, your request cannot be processed.

Attach a voided check and/or letter from Banking Institution to include transit number and account number. If more than one account, attach all that apply.

	B DEPOSIT INTO MY CBRCASH CARD (GLOBAL CASH CARD)
Initials	I understand I will receive the Global Cash Card Prepaid ATM Card Cardholder Agreement and Disclosure, which outlines the terms and conditions of the card, including all fees associated with the
	use of the card. I understand it is my responsibility to notify CBR if I do not receive the agreement.
Initials	I understand that my paycheck stub will be available to view and print by email and account information may be accessed online or by contacting customer service. Contactinformation is included in the Cardholder agreement.
Initials	I understand a Visa Pre-Paid Cash Card will be mailed to my home. It is my responsibility to notify CBR if I do not receive the card within 14 days of my first paycheck.
	**Employees may request multiple cards including a card for their Spouse**

C — LIVE CHECK (PAPER CHECK)

My signature above authorizes CBR to deduct \$5 from my paycheck every pay period. I understand that my live check will be mailed to my home address every pay period. It is my responsibility to make sure CBR has my most current address.

#### HOLIDAY CLUB DEDUCTION AUTHORIZATION FORM

**Employee Name** 

Total Deferral per pay period

Social Security



I Authorize CBR to make the deductions I have elected above.

I understand that this Holiday Club Deduction is <u>not</u> a "pre-tax" deduction, and will be kept in a CBR savings account. I understand that I can join at any time between January and September.

I understand that the total amount of my deductions as of October 31<sup>st</sup>, plus 1% per annum interest, will be returned to me before Thanksgiving. If I request an early withdrawal, I understand that I forfeit all interest on all of my savings for the entire program year and I will be charged a \$5 administration fee. Cancellation and request for early withdrawal must be submitted in writing. I have read and I understand the above information about the Holiday Club.

Employee Signature	Date	
VACATION CLUB DEDUCTION AUTHORIZATION	N FORM	
Employee Name	Social Security	
Total Deferral per pay period		Alter the second

I Authorize CBR to make the deductions I have elected above.

I understand that this Vacation Club Deduction is <u>not</u> a "pre-tax" deduction, and will be kept in a CBR savings account.

I understand that I can join at any time.

I understand that the total amount of my deductions as of April 30<sup>th</sup>, plus 1% per annum interest, will be returned to me before May 31<sup>st</sup>. If I request an early withdrawal, I understand that I forfeit all interest on all of my savings for the entire program year and I will be charged a \$5 administration fee. Cancellation and request for early withdrawal must be submitted in writing. I have read and I understand the above information about the Vacation Club.

**Employee Signature** 



# Please Keep the Following Policies for Your Personal Records



# **EMPLOYMENT AGREEMENT**



This Employment Agreement (this "Agreement") is made between Creative Business Resources, ("the Employer") and you, (the "Employee").

Whereas,	Employer is engaged in business as a Professional Employer Organization and maintains a branch office in Phoenix, Arizona, and
Whereas,	Employer provides clients with services on a contract basis; and
Whereas,	Employer desires to employ Employee in connection with certain of its client contracts; and
Whereas,	Employee is willing to be employed by Employer and assigned to work for one or more of Employer's clients;

In consideration of the foregoing premises and the following mutual promises, the parties agree as follows:

**1. EMPLOYMENT.** Employer shall employ Employee to perform work for compensation as agreed between Employer and Employee from time to time. Employee accepts and agrees to such employment, subject to the general supervision, advice and direction of Employer, the Employer's supervisory personnel, and any client of Employer to which Employee is assigned ("Assigned Client").

2. BEST EFFORTS OF EMPLOYEE. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Agreement, to the reasonable satisfaction of Employer and/or Assigned Client. Such duties shall be provided at such place(s) as the needs, business, or opportunities of the Employer or Assigned Client may require from time to time.

**3. TERM.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue until terminated by Employer, Assigned Client, or Employee, for any reason whatsoever, this being an "at will" employment relationship ("Term"). Assigned Client is obligated by its contract to notify Employer if it terminates this Agreement and the effective date of that termination is the date of Assigned Client's termination (not the date on which Employer learns of the termination).

4. COMPENSATION OF EMPLOYEE. If Employee is currently employed with an Assigned Client and Employee will continue to be assigned to that client, Employee will be compensated at Employee's current rate. If Employee is currently unassigned or will be reassigned, Employee will be compensated at the rate described in the Employee Set-Up Form, which is hereby incorporated by reference. Employee's rate of compensation may be periodically reviewed and adjusted at the reasonable discretion of Employer and/or Assigned Client.

5. QUALIFICATIONS. Employee hereby represents that he/she holds all educational degrees, licenses, or certifications necessary to perform the job for which he/she accepted employment and that all representations made concerning these qualifications on the application of employment, whether necessary to perform the job or not, are true and correct.

6. CONFIDENTIALITY. "Confidential Information" means information (including information created by Employee) which is not generally known by the public about the Employer or its business or that of its Assigned Clients, including without limitation about its creations, products, services, projects, designs, research, developmental or experimental work, computer programs, software, data bases, network and security practices, know how, processes, formulas, customers, prospective customers, business partners and associates, suppliers, business plans, marketing plans, strategies, finances, financing sources, employee compensation, and personnel, and information obtained from third parties subject to confidentiality agreements or obligations. Confidential Information does not include information that is now in, or that subsequently enters, the public domain other than by Employee's breach of this Agreement or information that has been independently developed by others; provided that Employee can demonstrate that the information was developed without use or reference to Confidential Information. Employee agrees that the Employee will not at any time (during or after the term of this Agreement) or in any manner, directly or indirectly, divulge, disclose, or communicate in any manner any Confidential Information to any third party without the prior written consent of Employee and/or Assigned Client. Employee will protect the Confidential Information and treat it as strictly confidential. A violation by Employee of this paragraph shall be a material violation of this Agreement and will justify legal and/or equitable relief.

7. NO CONFLICTING DUTIES. Employee hereby confirms that Employee is under no contractual commitments inconsistent with Employee's obligations set forth in this Agreement, and that during the Term of this Agreement, Employee will devote Employee's full time efforts to the business of Employer and Assigned Client and will not render or perform services, or enter into any contract to do so, for any other corporation, firm, entity or person that are inconsistent with the provisions of this Agreement or Employee's fiduciary obligations to Employer or Assigned Client.

8. ANTI-PIRACY. Employee agrees that, during the Anti-Piracy Period, Employee will not, directly or indirectly, individually, through others, or in assistance to others, or as a shareholder, director or officer of a corporation, partner of any partnership, or as an employee, agent, or advisor of any business or entity, that provides products or services that are competitive with those provided by Assigned Client(s): (i) solicit, service or sell to, assist in soliciting, servicing or selling to, or offer to provide goods and/or services to, any customer or any employee of any customer, whom Employee solicited or sold to, or with whom Employee was involved or responsible for, on behalf of Assigned Client, at any time during the eighteen (18) months preceding the date of termination of Employee's employment with Assigned Client; and/or; (ii) ask or suggest to any customer of Assigned Client with whom Employee has had any involvement during the twelve (12) months preceding the date of termination of Employee's employment, or all or a portion of its business, to a supplier or distributor other than Assigned Client.

The "Anti-Piracy Period" means the Term of this Agreement and a period of 12 months following the termination of Employee's assignment with Assigned Client, unless a court of competent jurisdiction determines that that period is unenforceable under applicable law because it is too long, in which case the Anti-Piracy Period shall be for the longest of the following periods that the court determines is reasonable under the circumstances: 11 months, 10 months, 9 months, 8 months, 7 months or 6 months following the termination of Employee's assignment with Assigned Client.

In the event that Employee signs any agreement directly with the Assigned Client concerning subject matter similar to this Paragraph 8, that agreement shall supersede this Paragraph 8, but the other provisions of this Agreement shall continue and remain in full force and effect.

**9. ENFORCEMENT.** Employee acknowledges that any violation of this Agreement may result in immediate termination of Employee's employment with Employer and/or assignment with Assigned Client and may subject Employee to a civil action for money damages by Employer and/or Assigned Client for any and all losses sustained as a result of the unauthorized disclosure of any Confidential Information or other actions which breach any provision of this Agreement or any of the covenants contained herein. Employee recognizes that Employer and/or Assigned Client's remedies at law may be inadequate and that Employer and/or Assigned Client shall have the right to seek injunctive relief in addition to any other remedy available to it. If Employee breaches this Agreement or any of the covenants contained herein, the Employer and/or Assigned Client has the right to seek issuance of a court-ordered injunction as well as any and all other remedies and damages, to compel the enforcement of the terms stated herein. This provision with respect to injunctive relief shall not, however, diminish the right of Employer and/or Assigned Client to claim and recover damages in addition to injunctive relief. If court action is necessary to enforce this Agreement, Employee shall be responsible for Employer's and/or Assigned Client's reasonable attorney's fees and costs.

**10. WORK RECORDS.** Employee agrees to assist in the preparation and maintenance of accurate records of work attendance and performance, including the keeping of accurate time records and updating changes in Employee's qualifications. Failure to comply with the time and attendance record keeping requirements of the Assigned Client will be grounds for termination of this agreement.

**11. RETURN OF PROPERTY.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control which is Employer's property, Assigned Client(s)' property, or the property of the Employer's clients. Employee agrees that Employer and/or Assigned Client may withhold from any compensation due Employee the amount of any unreturned property or amounts owed by Employee to Employer or Assigned Client.

**12. NOTICE.** Employee acknowledges that Employer has provided Employee notice of the agreement between Employer and the Assigned Client with respect to Employee.

**13.** ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

14. AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

**15. SEVERABILITY.** If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**16.** WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**17. APPLICABLE LAW.** This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Arizona. Employer and Employee agree that suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto may be brought in Superior Court, Maricopa County, Arizona or the United States District Court for the District of Arizona, and for this purpose Employer and Employee hereby expressly and irrevocably consent to the jurisdiction of these courts



The following represents the policy of Creative Business Resources and its Assigned Client (hereinafter referred to as "Company") regarding employee substance abuse. The policy will be enforced uniformly with respect to all employees, whether they are employed directly by Creative Business Resources, the Client Company, or leased.

#### The purposes of the Policy are:

- To establish and maintain a safe, healthy working environment for all employees, visitors, and guests.
- To ensure the positive reputation of the Company and its staff within the community.
- To reduce the number of accidental injuries to persons and/or property.
- To reduce absenteeism and tardiness and improve productivity.
- To provide rehabilitation assistance for any employee who seeks such help.
- To eliminate the liability, cost and expense of the Company for injuries to persons or damages to property caused by employees who are impaired by the improper use of legal drugs or alcohol or the use of illegal drugs/inhalants or controlled substances.

#### **Policy Enforcement**

#### The specific elements of the policy are as follows:

- All employees are prohibited from being under the influence of illegal drugs/inhalants or controlled substances during working hours.
- The sale, use, possession, distribution, transfer or purchase of illegal drugs/inhalants or controlled substances on company property or while performing company business (whether on or off company property) is strictly prohibited. Such action will be reported to appropriate law enforcement officials.
- The sale, use, possession, distribution, transfer or purchase of illegal drugs/inhalants or controlled substances while on duty, on or off company property, is cause for immediate termination.
- No alcoholic beverages will be consumed on Company property without senior management authorization; intoxication on Company property or while performing Company business (whether on or off Company property) is expressly prohibited and is the cause for termination.
- If it is suspected that drugs and/or alcohol are affecting the employee's work ability, impairing the employee's decision making ability, or endangering the safety of others, the employee's supervisor is to take immediate corrective action. The employee is to cease contact with all other employees, submit to drug testing, and the Company will provide transportation for testing and to employee's home.
- No prescription drug will be brought on Company property by any employee other than the employee for whom it is prescribed; such drugs will be used by said employee only in the manner, combination and quantity prescribed. When any prescription or over-the-counter drugs might affect behavior and performance, an employee is encouraged to advise his/her supervisor that such drugs are being taken for medical reasons. When such use of drugs adversely affects job performance, medical evaluation may be required and the employee may be temporarily relieved of his/her duties. While on such leave, the employee may be entitled to any unused and earned paid time off.
- Any employee whose abuse of alcohol, illegal drugs/inhalants, controlled substances or prescription drugs results in excessive absenteeism or tardiness or is the cause of on-the-job accidents or poor or unsatisfactory performance of work related duties may be requested to enter an appropriate alcohol, drug/controlled substance abuse program for rehabilitation. Failure to enter and complete such a program is cause for termination of employment.
- Any employee who is convicted of an illegal drug or alcohol related violation, whether under city, county, state or federal criminal law, or who pleads guilty or nolo contender such to such charges must inform their supervisor or the Company within two (2) days of such conviction or plea. Failure by an employee to report criminal convictions as provided in this paragraph, will result in disciplinary action and is cause for termination of employment.
- For purposes of this Policy, an alcoholic beverage is any beverage that has any alcoholic content.
- Drug means substance, other than alcohol, capable of altering an individual's mood, perception, pain level or judgment; a prescribed drug is any substance prescribed for individual consumption by a licensed medical practitioner. An illegal drug is any drug or Controlled Substance the sale or consumption of which is illegal. "Controlled substance" is defined to mean those drugs in Schedules I through V of Section 202 of the Federal Controlled Substances Act, 21 U.S.C. Section 812, and includes, but is not limited to, marijuana, hashish, cocaine (including "crack", "ice", and other cocaine derivatives), morphine, heroin, amphetamines, and barbiturates.

#### **Disciplinary Action**

Notwithstanding any provision of this policy to the contrary, it will be at the Company's discretion to determine the disciplinary
measures to be taken when an employee violates this policy. Each employee should be aware and always keep in mind that one of
the disciplinary measures the Company will consider and may impose in each case of a violation of this policy is the termination of
employment of the employee who has violated this policy.

#### **Policy Compliance Measures**

In order for the Company to monitor and implement this Policy, the Company intends to, and will, perform and request that employees undergo drug testing from time to time. An employee may undergo a drug/alcohol test under the following circumstances: 1) condition of initial employment; 2) following a work-related accident; 3) being observed using a prohibited substance on the job; 4) random; 5) when exhibiting a severe and prolonged reduction in productivity; 6) if the Company has other reasonable suspicion as grounds for testing such employee; or 7) as regulated by the DOT for employees with a CDL.

Further, an employee may be required, if the Company has other reasonable suspicion, to submit to a search of any Company vehicle used for Company business, and to submit to a search of a desk, file, locker, clothing or other equipment or material provided by the Company.

An employee who fails or refuses to submit to alcohol and drug testing or a search as provided above, will be subject to disciplinary action and refusal is sufficient cause for termination of employment.

Any potential employee, who fails or refuses to submit to alcohol and drug testing as a condition of initial employment, will not be considered for employment with the Company.

#### **Alcohol and Drug Rehabilitation**

Any employee who feels that he/she has developed an addiction or dependency on alcohol or drugs is encouraged to seek assistance. Requests for assistance will be maintained confidentially. To obtain treatment assistance, an employee may write in confidence to or ask for a personal appointment with Creative Business Resources to request a referral for treatment assistance.

Notwithstanding any provision of this Policy to the contrary, rehabilitation itself is the responsibility of the employee. An employee seeking medical attention for alcoholism or drug addiction may be entitled to benefits under the Company's group medical insurance plans if he/she is a participant under such plans.

An employee who voluntarily seeks alcohol or drug rehabilitation prior to the point in time that he/she violates the Policy, or in situations where the Company has determined that rehabilitation is in the best interests of the Company, may be granted rehabilitation leave in accordance with the Company's medical leave of absence policy. To be eligible for continuation in employment on a rehabilitation basis, the employee must have been employed for at least one year and must otherwise qualify for Family and Medical Leave benefits and maintain regular predetermined contact with his/her supervisor. He/she must also provide certification that he/she is continuously enrolled in the treatment program.

Failure on the part of an employee to complete a treatment program prior to proper discharge is sufficient cause for termination of the employee.

Upon successful completion of the rehabilitation program, the employee may return to active status, without reduction of pay or seniority, subject to and conditioned <u>upon the Company's</u> medical leave of absence policy. For the employee's benefit, a statement from the rehabilitation organization may be required assuring that returning to the job will not endanger the employee's well-being or create risks to employees, visitors or guests.

The Company will have no liability or obligation to guarantee the compensation or benefits of any employee except as expressly provided in this policy.

#### **Testing Coordinator**

• All drug/alcohol tests will be conducted by a certified testing lab, or in the case of test following a work-related accident, the medical care facility providing initial medical treatment.

#### **Positive Test Results**

In the event that the results of the employee's drug test are positive, indicating use of drugs or controlled substances, the sample will be sent for additional tests to confirm and verify the initial test results. Should the second test results also be positive, the employee will be subject to disciplinary procedures as described in this policy. An employee has the right to obtain the written test results. In addition, the employee has the right to explain, in a confidential setting, a positive test result.

#### **Reasonable Suspicion Testing**

#### Grounds

Reasonable suspicion testing may be based upon, among other things:

- Observable phenomena, such as direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug;
- A pattern of abnormal conduct or erraticbehavior;
- Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking;
- Information provided either by reliable and credible sources or independently corroborated; or
- Newly discovered evidence that the employee has tampered with a previous drugtest.

Although reasonable suspicion testing does not require certainty, mere "hunches" are not sufficient to meet this standard.

#### Procedures

If an employee is suspected of using illegal drugs, the appropriate supervisor will gather all information, facts, and circumstances leading to and supporting this suspicion.

When Company's Human Resources Department concurs with a reasonable suspicion determination, the employee's supervisor will promptly prepare a written report detailing the circumstances that formed the basis for the required testing. This report should include the appropriate dates and times of reported drug related incidents, reliable/credible sources of information, rationale leading to the test, and the action taken.

#### Confidentiality

The Company requires all of its employees to treat drug test results as confidential medical records, releasable only to Creative Business Resources administrative personnel and designated supervisors within a tested employee's chain of command. In addition, test results may be released to workers' compensation carriers in the event the test was the result of a work-related injury. No written record of test results will be maintained in the employee's file at the Company worksite. Test results will not be released to any people or organizations outside of the Company except as otherwise noted above.

#### To all employees:

The personal safety and health of each employee of our company is of primary importance. The prevention of occupational-induced injuries and illnesses is of such consequence that it will be given precedence over operating productivity whenever necessary. Management will provide all mechanical and physical facilities required for personal safety and health in keeping with the highest standards.

We will maintain a safety and health program conforming to the best practices of organizations of this type. To be successful this program must embody the proper attitudes toward injury and illness prevention on the part of both supervisors and employees. It also requires cooperation in all safety and health matters, not only between supervisors and employees, but also among fellow workers. Only through such a cooperative effort can a safety record in the best interest of all be established and preserved.

#### Our safety and health program will include:

- Providing mechanical and physical safeguards to the maximum extent possible.
- Conducting a program of safety and health inspections to find and eliminate unsafe working conditions or practices, to control health hazards, and to comply fully with the safety and health standards of every job.
- Training all employees in good safety and health practices.
- Providing necessary personal protective equipment and instructions for its use and care.
- Developing and enforcing safety and health rules and requiring that employees cooperate with these rules as a condition of employment.
- Investigating promptly and thoroughly every accident to find out the cause and to correct the problem.

#### We recognize that the responsibility for safety and health is shared:

- Management is responsible and accepts the responsibility for leadership of the safety and health program, for its effectiveness and improvement, and for providing the safeguards required to ensure safe conditions.
- Supervisors are responsible for developing the proper attitudes toward safety and health in themselves and in those they supervise, and for ensuring that all operations are performed with the utmost regard for the safety and health of all personnel involved.
- Employees are responsible for wholehearted, genuine cooperation with all aspects of the safety and health program, including compliance with all rules and regulations, and for continuously practicing safety while performing their duties.

#### **EMPLOYEE RESPONSIBILITY**

Each employee has the responsibility for their own safety, and the safety of their fellow employees. It is only by each employee becoming familiar with the hazards of their job and doing what is necessary to insure their own safety, that our company can achieve the safe working conditions deserved by all its members.

Our company expects each employee, regardless of their position within the organization, to cooperate in every respect with the company's safety program. Therefore, we require each employee to:

- Understand and practice safety rules applying to his/her job so they do not endanger themselves, their fellow associates or customers.
- Report all work related injuries, illnesses, and incidences to supervisors immediately, no matter how minor they are.
- Wear the proper personal protective equipment assigned. Maintain equipment to ensure proper working condition. Report any problems or damage to supervisorimmediately.
- Use only equipment, tools, and machinery for which he/she is qualified and authorized to operate.
- Report any unsafe conditions and/or procedures that may cause injury or illness to supervisor immediately.

#### **GENERAL SAFETY RULES**

It is our policy that everything possible will be done to protect employees, customers and visitors from accidents. Safety is a cooperative undertaking requiring participation by every employee, and safety procedures will be enforced. Failure by any employee to comply with safety rules will be grounds for corrective discipline. Thus, if safety standards are unknown or unclear, it is the employee's responsibility to seek clarification from his/her supervisor.

Supervisors shall insist that safety rules and practices be observed and take action if necessary.



This form is for use by employees who wish to provide a safety suggestion or report an unsafe workplace condition or practice.

escription of unsafe condition or practice:
auses or other contributingfactors:
mployee's suggestion for improvingsafety:
as this matter been reported to the area supervisor? Yes $\Delta$ No $\Delta$
mployee Name (optional): Date:

Employees are advised that the use of this form or other reports of unsafe conditions or practices are protected by law. It would be illegal for the employer to take any action against an employee in reprisal for exercising rights to participate in communications involving safety.

# **ATTENTION!**

# If you are injured on the job, please notify your supervisor as soon as reasonably possible!

# Failure to promptly report an injury could lead to issues with your worker's compensation claim!



# SEXUAL HARASSMENT, HARASSMENT AND DISCRIMINATION

Assigned Client intends to provide a work environment that is pleasant, professional, and free from intimidation, hostility or other offenses, which might interfere with work performance. Harassment of any sort - verbal, physical, or visual - will not be tolerated, particularly against employees in protected classes. These classes include, but are not necessarily limited to race, color, religion, sex, age, sexual orientation, national origin or ancestry, disability, medical condition, marital status, veteran status, or any other protected status defined by law.

#### What Is Harassment?

Workplace harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes or statements, pranks, intimidation, physical assaults or contact, or violence. Harassment is not necessarily sexual in nature. It may also take the form of other vocal activity including derogatory statements not directed to the targeted individual but taking place within their hearing. Other prohibited conduct includes written material such as notes, photographs, cartoons, articles of a harassing or offensive nature, or taking retaliatory action against an employee for discussing or making a harassment complaint.

#### Responsibility

All employees, and particularly managers, have a responsibility for keeping the work environment free of harassment. Any employee who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to their immediate work site supervisor or manager or the designated Creative Business Resources representative. When management becomes aware of the existence of harassment, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the company to do so.

#### Reporting

While the employee is encouraged to communicate directly with the alleged harasser, and make it clear that the harasser's behavior is unacceptable, offensive or inappropriate, it is not required that he/she do so. It is essential, however, to notify either the work site supervisor or manager or contact Creative Business Resources at (602) 200-8500 immediately even if the employee is not sure the offending behavior is considered harassment. Any incidents of harassment must be immediately reported to a manager or other management representative. Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. However, confidentiality cannot be guaranteed. Any employee found to have harassed a fellow employee or subordinate is subject to disciplinary action up to and including termination. Management may take any additional action necessary to appropriately remedy the situation. Retaliation of any sort will not be permitted. No adverse employment action will be taken for any employee making a good faith report of alleged harassment.

Creative Business Resources and Assigned Client accept no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens or in any way harasses another employee is personally liable for such actions and their consequences.

#### POLICY STATEMENT ON SEXUAL HARASSMENT What Is Sexual Harassment?

It is important to note that sexual harassment crosses age and gender boundaries and cannot be stereotyped. Sexual harassment exists on a continuum of behavior. For instance, sexual harassment may involve two women or two men or be that of an employee showing offensive pictures to another employee.

Generally, two categories of sexual harassment exist. The first, "quid pro quo" harassment, may be defined as an exchange of sexual favors for improvement in working conditions and/or compensation. The second category, "hostile, intimidating, offensive working environment" harassment, can be described as a situation in which unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature creates an intimidating or offensive environment. Examples of a hostile, intimidating, and offensive working environment include, but are not limited to, pictures, cartoons, symbols, or apparatus found to be. This behavior does not necessarily link improved working conditions to receipt of sexual favors.

Employees are prohibited from retaliating in any way against anyone who has raised any concern about sexual harassment or discrimination against another individual. Any complaint of sexual harassment will be investigated and there will be immediate and appropriate disciplinary action if sexual harassment has been found within the workplace.

# **GRIEVANCE/HARASSMENT REPORT**



This form is provided so that each employee may communicate wand our assistance is required or requested. The employee manames and witnesses involved.	, 0
Employee Name:	
Client Company:	
Social Security No.:	

Phone Number where you may be contacted:

**DESCRIPTION OF GRIEVANCE / HARASSMENT:** 

Signature

Date

MAIL GRIEVANCE TO:

Grievance Department Creative Business Resources 1500 E Bethany Home Rd. Ste. 200 Phoenix AZ 85014

For immediate attention call CBR Corporate Offices at (602) 200-8500 or fax to 888-294-8763.



# Introduction

You are receiving this notice because you recently gained coverage under a subject 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 may 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 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, if a life event applies. 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 are an employee, you will 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;
- The employee's becoming entitled to Medicare benefits (under Part A, Part B, orboth).

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 within 60 days [or enter longer period permitted under the terms of the Plan] after the qualifying event occurs. You must provide this notice to CBR's Human Resources Department, at 602-200-8500.

## 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. For more information, please contact CBR's Human Resources Department at 602-200-8500.

# 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 Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, 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 <u>www.healthcare.gov.</u>

## 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 **www.dol.gov/ebsa**. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit **www.HealthCare.gov**.

## 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**

For more information, please contact CBR's Human Resources Department at 602-200-8500.