



## **Service Representative Employee Manual**

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## **WELCOME!**

Welcome to Lawrence Merchandising Services. We are pleased that you have chosen to work as a Service Representative with our Company. In the pages to follow, you will find helpful information regarding our employment policies and expectations, as well as other useful information to assist you in being successful at Lawrence Merchandising.

Lawrence Merchandising Services takes great pride in being a premier merchandising services organization. We aim to maintain our excellent reputation and to continue to grow and prosper. We value your enthusiasm, performance and loyalty as a member of the Company team.

We hope that you will find your work challenging and rewarding. Working together, we hope to continually progress by providing our customers with quality service.

Should you have any questions, whether addressed in this employee manual or not, please feel free to raise them with your Field Service Coordinator. We want to ensure that you have the resources you need to be successful with our Company. If there is anything that you need from us to provide quality, consistent service to your stores, please let us know.

Sincerely,

*Sue Schmidt*  
*Human Resources Director*  
*Lawrence Merchandising Services*



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## **COMPANY INFORMATION**

Lawrence Merchandising Services (LMS) has been in business since 1962. Our Corporate office is located in Plymouth, MN which is a suburb of Minneapolis. We are a division of WIS International. WIS is a global provider of inventory counting services to the retail industry. They have corporate offices in Texas and California. We are a full-service visual merchandising organization, providing a broad array of in-store retail services across all product categories and in multiple retail channels. We offer in-store merchandising support in all 50 states. Some service offerings include: visual merchandising, retail planogram execution including set-ups and resets, inventory management by SKU, out-of-stock reduction, re-order service, product sampling, credits/returns, project and merchandising reset solutions, date code rotations, product labeling, coupon distribution and instant redeemable coupons, re-ticketing, markdowns, and temporary price cuts.

Our paychecks and benefits come from WIS International. WIS International has a variety of voluntary benefits that are offered to new employees including: two fixed benefit plans, a voluntary dental and vision plan, short term disability and life insurance. You are also eligible to enroll in the MEC\*Plus (\*Minimum Essential Coverage) plan. You are eligible to enroll in your first 60 days of employment as well as during open enrollment. If you have questions regarding the plan options, you may call the Enrollment Center at 1-866-347-7761. You are also Eligible to Participate in 401K After 6 Months of Service. Eligibility for the company match is age 21, 1 year of service plus 1,000 hours worked.

As a Service Representative you will have a Field Service Coordinator assigned to you that you may contact with any questions or problems. We pride ourselves on our availability and one centralized place to call for assistance. If your Field Service Coordinator is busy, there are many people that would be happy to answer your questions.



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## **INTRODUCTION & GENERAL EMPLOYMENT POLICIES**

**INTRODUCTION:** This employee manual is meant to provide guidelines and expectations to Service Representatives in order to assist them to better perform their job duties. This manual is not an exhaustive list of every workplace rule and policy, but rather a guide to Service Representatives on commonly raised questions.

**AT-WILL EMPLOYMENT RELATIONSHIP:** Your employment at Retail Services WIS Corporation dba Lawrence Merchandising Services (“LMS” or the “Company”) is “at-will.” This means that you and the Company have the right to terminate the employment relationship at any time, with or without cause or notice. This employee manual does not in any way alter the at-will employment relationship between LMS and any of its Service Representatives.

LMS may revise or revoke any portion or term(s) of this employee manual at any time, with or without prior notice. This employee manual applies to all LMS Service Representatives.

No supervisor, manager, employee or Service Representative of LMS, other than its President, has the authority to enter into any agreement to modify the at-will nature of the employment relationship between LMS and any of its employees or to make any promises or commitments on LMS’s behalf. Further, any agreement entered into by the President on behalf of LMS will not be enforceable unless it is in writing and signed by the President.

**EQUAL EMPLOYMENT OPPORTUNITIES:** It is the policy of LMS to afford Equal Employment Opportunities regardless of race, age, religion or religious creed (including religious dress and grooming practices), color, physical or mental disability (including HIV and AIDS), national origin (including language use restrictions), ancestry, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, sexual orientation, genetic information, medical condition (including cancer and genetic characteristics), marital status, domestic partner status, family and medical care leave status or denial of family and medical care leave, military caregiver status, amnesty, citizenship, military and veteran status, political affiliation, or any other status or characteristic protected by applicable federal, state or local law. This policy of Equal Employment applies to all aspects of the employment relationship.

This policy prohibits discriminatory conduct by supervisors, managers, co-workers and third parties. Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Human Resources Director. Employees can raise concerns and make reports without fear of reprisal. Complaints will be handled as set forth in the Anti-Harassment/Sexual Harassment Complaint Procedure. Employees will not be retaliated against for raising

concerns of discrimination or for participating in an investigation into allegations of discrimination. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination.

**ANTI-HARASSMENT/SEXUAL HARASSMENT:** LMS is committed to providing a work environment that is free of unlawful harassment. In keeping with this commitment, the Company maintains a strict policy prohibiting all forms of unlawful harassment, including sexual harassment and harassment based on race, age, religion or religious creed (including religious dress and grooming practices), color, physical or mental disability (including HIV and AIDS), national origin (including language use restrictions), ancestry, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, sexual orientation, genetic information, medical condition (including cancer and genetic characteristics), marital status, domestic partner status, family and medical care leave status or denial of family and medical care leave, military caregiver status, amnesty, citizenship, military and veteran status, political affiliation, or any other status or characteristic protected by applicable federal, state or local law.

This policy applies to all employees of the Company, including managers, supervisors and co-workers, as well as all customers, clients, vendors and other non-employees providing services to the Company.

Harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment will not be tolerated.

Harassment includes (but is not limited to) name-calling, letters, jokes, e-mail, texting, cartoons, graffiti, pictures, posters, gestures, ethnic slurs, racial epithets, and other conduct, which is aimed at or is unwelcome to a particular employee or group of employees.

Sexual Harassment encompasses a wide range of unwanted, sexually directed behavior, and has been defined in the following manner:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- 1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- 3) Such conduct has the purpose or effect of unreasonable interference with an individual's work performance or creating an intimidating, hostile or offensive working environment.

**Complaint Procedure:** Service Representatives who wish to register a complaint of discrimination, harassment (sexual or any other form of harassment prohibited by this policy),

or retaliation may do so by contacting the Human Resources Director within the HR Department at the corporate office (phone extension 706) or by contacting their supervisor. Anyone dissatisfied with the status, results, or handling of his or her complaint, is advised to bring the matter to the attention of Human Resources.

It is the responsibility of all employees to report any observed incident of discrimination, harassment or retaliation prohibited by this policy, whether such actions are directed specifically at the employee or the employee witnesses such conduct. Supervisors must report all complaints of discrimination, harassment and/or retaliation to the Human Resources Director so that the Company can try to resolve the claim internally.

All allegations of discrimination, harassment and/or retaliation will be documented and tracked and investigated by qualified personnel in a fair, impartial, thorough and timely manner. The facts will determine the Company's response to each allegation. Substantiated acts of discrimination, harassment and/or retaliation will be met with appropriate remedial measures, including disciplinary action, up to and including termination. While the Company cannot guarantee full confidentiality, all information regarding any specific incident will be kept as confidential as possible within the necessary boundaries of the fact-finding process. No reprisal or retaliation against an employee reporting an allegation of discrimination, harassment and/or retaliation or participating in an investigation of discrimination, harassment and/or retaliation will be tolerated. However, allegations of discrimination, harassment and/or retaliation that are brought falsely by an employee are prohibited and may result in disciplinary action, up to and including termination.

**WORKPLACE VIOLENCE:** The Company is concerned about the increased violence in society, which has also filtered into many workplaces throughout the United States. Therefore, LMS has taken steps to help prevent incidents of violence from occurring at the Company. For this reason, it is the policy of LMS to expressly prohibit any acts or threats of violence by a Company employee or former employee against any other employee in or about the Company's facilities or elsewhere at any time.

LMS also will not condone any acts or threats of violence against the Company's employees, customers, or visitors on the Company's premises at any time or while they are engaged in business with or on behalf of LMS, on or off the Company's premises.

In keeping with the spirit and intent of this policy, and to ensure that the Company's objectives in this regard are attained, it is the commitment of LMS:

1. To provide a safe and healthful work environment, in accordance with the Company's safety and health policy.
2. To take prompt remedial action, up to and including immediate termination, against any employee who engages in any threatening or intimidating behavior or acts of violence or who uses any obscene, abusive, or threatening gestures or language, including e-mail, social media source, graffiti, etc.

3. To take appropriate action when dealing with customers, former employees, or visitors to the Company's facilities, or service locations, who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
4. To prohibit employees, former employees, customers, and visitors from bringing unauthorized firearms or other weapons onto the Company's premises or service locations, subject to applicable state or local law.
5. To establish viable security measures to ensure that the Company's facilities are safe and secure to the maximum extent possible and to properly handle access to Company facilities by the public, off-duty employees, and former employees.

Any employee who displays a tendency to engage in violent, abusive, or threatening behavior, or who otherwise engages in behavior that the Company, in its sole discretion, deems offensive, threatening, dangerous, or inappropriate will be subject to disciplinary action, up to and including termination.

**Duty to Warn:** In furtherance of this policy, employees have a "duty to warn" their supervisors, security personnel, or human resources representatives of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, customers, or visitors and that appear problematic. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, and the like. Employee reports made pursuant to this policy will be held in confidence to the extent possible. The Company will not condone or tolerate any form of retaliation against any employee for making a report under this policy.

Nothing stated in this policy is intended to interfere with an employee's rights to engage in lawful protected concerted activities under the National Labor Relations Act.

**WEAPON FREE WORKPLACE POLICY:** To ensure that LMS maintains a workplace safe and free of violence for all employees, the Company prohibits the possession or use of perilous weapons on Company property or onsite at a client or retailer location, subject to applicable state or local law. A license to carry the weapon does not supersede Company policy. Any employee in violation of this policy will be subject to prompt disciplinary action, up to and including termination. All Company employees are subject to this provision, including contract and temporary employees, visitors and customers on Company property.

"Company property" is defined as all Company-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways and parking lots under the Company's ownership or control. This policy applies to all vehicles that come onto Company property, except where storage of a properly licensed weapon is permitted by law.



“Onsite at a client or retailer location” is defined as any location where a Service Representative is directed by Lawrence Merchandising Services to visit for business purposes, such as performing a service call at a retail location.

"Dangerous weapons" include, but are not limited to, firearms, explosives, knives and other weapons that might be considered dangerous or that could cause harm. Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy.

LMS reserves the right at any time and at its discretion to search all Company-owned or leased vehicles and all vehicles, packages, containers, briefcases, purses, lockers, desks, enclosures and persons entering its property, for the purpose of determining whether any weapon has been brought onto its property or premises in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy may be subject to disciplinary action, up to and including termination.

This policy is administered and enforced by the Human Resources Department. Anyone with questions or concerns specific to this policy should contact the Human Resources Department.

**EMPLOYEE RELATIONS:** LMS believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that LMS amply demonstrates its commitment to employees by responding effectively to employee concerns.

**HIRING OF RELATIVES:** The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Although LMS has no prohibition against hiring relatives of existing employees we are committed to monitoring situations or opportunities in which relatives may work in the same area and determine the appropriateness in each case. In case of actual or potential problems, LMS will take prompt action. This can include reassignment or, if necessary, termination of employment for one or both of the individuals involved.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

**TERRITORY:** All Service Representatives of LMS are hired as employees of the Company and are offered opportunities on a first come first serve basis to accept projects typically within

50 miles from their home, or as determined by the Company. There may be times when a service will be directly assigned to you. This would usually be a service fairly close to your home or within 15 miles. We will attempt to give you as much advance notice of assignments as possible, but regardless of the amount of notice we expect that you will be available to complete the projects that are assigned to you within the time frame designated by the Company. Should you refuse to accept projects within your territory such refusal may result in disciplinary action, up to and including reassignment of a portion or all of your territory or termination of your employment, subject to applicable law. We expect that you will be available for projects at least up to 20 hours per week.

NOTE: You may not be assigned to all projects that fall within your territory; we often have more than one Service Representative in a territory. We try our best to assign the closest Service Representative to projects when they become available, although we cannot guarantee that this will always happen. Additionally, due to the nature of our business, we are not able to guarantee any specific number of projects or hours to our Service Representatives.

**NO JOB SHARING:** All projects must be completed only by the person assigned by LMS. This means that there is NO job sharing; no one is to assist you or accompany you while you service accounts for LMS. The only exception to this is when a Field Service Coordinator or Operations Manager specifically arranges for you to work with another employee of LMS. If for any reason you are unable to service the projects you are assigned, please contact us in a timely manner and we will arrange coverage.

**SCHEDULE OF PROJECTS:** Service Representatives will receive scheduled service calls and call reports/project instructions via Natural Insight, which is our web-based reporting system. As a Service Representative you will be required to manage your own service schedule (which includes scheduling each call in Natural Insight for the day you plan to service), maintain paperwork, complete all projects assigned to you within the designated time line, and not exceed your limitations. It is your obligation as a professional to timely complete all the projects and/or service programs assigned to you in order to meet our clients' expectations. You are required to un-assign the services that you are unable to complete in Natural Insight prior to them being past due or as soon as you know you are no longer able to complete them.

If you are unclear at any time of what your projects or service programs are, or if you experience any problems in completing the work, please refer to the project instructions and other information provided to you. For additional assistance, call your Field Service Coordinator at 800-328-3967.

**OPPORTUNITY SCHEDULING:** LMS utilizes an opportunity scheduling process to inform a large number of Field Service Representatives of an upcoming service. It involves you in the scheduling process by giving you the opportunity to service more projects and manage your own schedule. All opportunities are sent at the same time every day. We encourage you to login to Natural Insight (NI) every day at 4PM Central Time to view any new opportunities that may have been sent to you. For most **Project Work within Target stores**, opportunities will be given to the dedicated representative for the first 24 hours. After 24 hours opportunities will be sent to representatives within 50 miles. For most **Non-Target**

**Project Work**, opportunities will be sent to all representatives within 50 miles for the initial deployment. For most **Continuity Work**, opportunities will be given to the dedicated representative for the first 24 hours. After 24 hours opportunities will be sent to representatives with previous experience in the project within 50 miles. Note: If an opportunity is not accepted by a Representative the service call may be force scheduled to the dedicated representative or a representative within 15 miles after 48 hours.

**PUNCTUALITY:** Service Representatives' schedules are flexible by nature of the position. If you commit to a specific time to meet a store manager or a LMS employee, you are expected to keep to the schedule. LMS recognizes that circumstances beyond an employee's control may cause him/her to be absent from, or late to, a project or a scheduled training. If you are going to be late or absent, you must call the person involved to notify him/her of the reason for your tardiness or absence. Excessive absenteeism or tardiness in connection with scheduled project/training times may result in disciplinary action up to and including termination of your employment with LMS.

**TIME AWAY FROM PROJECTS:** If you are unable to complete your assignment at any time, due to a scheduled vacation or medical leave, please contact your Field Service Coordinator immediately via email. You should also un-assign any calls you will not be able to complete in Natural Insight. We would appreciate at least 2 weeks notice before the assignment is scheduled to start (except of course in cases of emergency where that is not possible).

Your position is crucial to meeting our clients' expectations and it is very important that we have continuous coverage of our projects. In order to ensure continuous coverage, we do not grant requests for time away from projects of more than 2 weeks consecutively for personal reasons (see medical leave information below for an exception) and no more than 4 weeks total per year (January – December), unless legally required.

**LEAVE OF ABSENCE OFFSET PROVISION:** LMS intends to administer its leave of absence policies in accordance with the requirements of all applicable local, state and federal laws. Instances may exist where two or more leave of absence policies provide overlapping protections for an eligible employee. However, it is the general intention of the Company's policies to limit employees to the time available under the single most favorable leave of absence policy and to prevent employees from exceeding the limitations of that policy. Accordingly, any leave of absence that is taken by an employee under any policy or based upon any request for time off that could have been taken under any other policy of the Company (if the employee had requested the opportunity to do so) shall be credited against the maximum limit on leaves established in each of the policies that provided the employee a basis to request a leave, to the fullest extent permitted by law.

For example, if an employee takes a leave of absence under the family and medical leave of absence policy, the time off shall be charged against the maximum time off available under that policy. It shall also be charged against the maximum time off available under the Company's separate medical leave of absence policy even though it is not granted under that policy. Similarly, any leave of absence taken under the medical leave of absence policy will

be charged against the maximum time off available under both that policy and the family and medical leave of absence policy if the employee qualifies for leave under both policies.

**MEDICAL LEAVE:** A Service Representative can request a total of 4\* weeks unpaid time away from projects for medical reasons per year, unless federal, state or local laws provide you with an amount of time in excess of this four (4) week period. To be eligible for the medical leave you must meet all of the following requirements: (1) been employed by LMS for at least 6 months; and (2) completed at least 60 hours of service during the 6-month period immediately preceding the commencement of the leave. Once your medical leave is approved we will make reasonable accommodations to find temporary coverage for your position while you are away from your projects, although we cannot guarantee your reinstatement upon return from leave.

In order to be eligible for Medical Leave under this policy, you must provide documentation from your physician stating the extent of time that you will be away from work and the date that you are able to return to work. The documentation **MUST** be in our office before you return to work, no exceptions. \*4 weeks is defined as a cumulative number throughout one rolling calendar year starting from the date of the first request. Only one 4 week leave may be granted in each year.

Service Representatives working in certain states may be eligible for medical, or other, leaves based on the laws of their state. In circumstances where an employee is entitled to leave pursuant to state law this four (4) week leave defined above will run concurrently with the leave allowed by state law. In other words, an employee who is entitled to leave under state law will not be additionally entitled to four (4) weeks of leave under this policy where the state law allows the Service Representative to take four (4) or more weeks of leave.

NOTE: Some Service Representatives may be eligible for the unpaid leave provided under the federal Family and Medical Leave Act (FMLA); the information within the outlined area below only applies to those eligible for FMLA Leave. This requires that the Service Representative has met the following requirements (due to these requirements, many Service Representatives will not be eligible for FMLA but may be eligible for the 4 week medical leave described above), or other medical leave authorized by state or local law.:

An “eligible employee” is an employee of a covered employer who: (1) has been employed by the employer for at least 12 months; (2) has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and (3) is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite.

Employees who have met the requirements of an “eligible employee” in the above paragraph may be eligible to take up to twelve (12) weeks of unpaid leave during a 12-month period of time, as defined in the Company’s FMLA policy, for the following reasons:

- Birth of a child of the employee;
- Placement of a child into the employee's family by adoption or by a foster care arrangement;
- Care of the employee's spouse, child or parent who has a serious health condition;
- Inability of the employee to perform the functions of the employee's position due to a serious health condition;
- Care for a "covered service member" who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces;
- A "qualifying exigency" arising from the fact that the employee's spouse, son, daughter or parent is on (or has been called to) active duty in the Armed Forces during deployment to a foreign country.

An eligible employee who is the spouse, son, daughter, parent or next of kin of a member or veteran of the Armed Forces (including the National Guard or Reserves) may take up to twenty-six (26) weeks of unpaid FMLA leave during a single twelve (12) month period to care for a covered service member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces, or is undergoing medical treatment, recuperation or therapy as a result.

Any FMLA leave taken by an employee during the twelve-month period preceding a leave request will count towards the amount of leave available to an employee for FMLA purposes. For example, if an employee used four weeks of leave for an employee's own serious health condition beginning February 1, 2017, four more weeks of leave beginning June 1, 2017, and four more weeks of leave beginning December 1, 2017, the employee would not be entitled to any additional leave until February 1, 2018. On February 1, 2018, the employee would be entitled to four weeks of leave and on June 1, the employee would be entitled to an additional four weeks of leave, and so on.

Leave for the birth and/or placement of a child into an employee's family may only be taken within the twelve-month period immediately after the birth or placement of the child. Intermittent leave or working a reduced number of hours when leave is taken for the birth and/or placement of a child is not permitted, unless both the employee and the Company agree. Provided, however, that on up to two occasions, an employee can take leave for the birth and/or placement of a child in increments of less than two weeks. All other leaves for this reason must be at least two weeks in length.

If both spouses are employed by the Company, the combined leave shall not exceed twenty-six (26) weeks for leave to care for an injured or ill service member or twelve (12) weeks for the birth and/or placement of a child or to care for a parent with a serious health condition.

Certain work-related injuries or illnesses covered by workers' compensation may also qualify under FMLA. If they do, FMLA and workers compensation leave will run concurrently.

For purposes of this policy, a serious health condition means an illness, injury, impairment or physical or mental condition that involves:

- any period of incapacity or treatment in connection with or a consequence of in-patient care in a hospital, hospice or residential medical care facility or
- any period of incapacity requiring absence from work or other regular daily activities for more than three (3) calendar days that also involves:
  - continuous treatment by or under the supervision of a healthcare provider;
  - continuous treatment by or under the supervision of a healthcare provider for a chronic long-term health condition that is incurable or so serious that if not treated would result in a period of incapacity of more than three (3) calendar days; or
  - incapacity related to pregnancy or for prenatal care.

In the case of leave for a serious health condition, the leave may be taken intermittently or on a reduced-hours basis only if such leave is medically necessary. Where an employee requests intermittent leave or leave on a reduced hours basis due to a family member's or the employee's own serious health condition, the Company has the option, in its sole discretion, to require the employee to transfer to a temporary alternative job to accommodate the intermittent leave or reduced-hours leave. The temporary position will have equivalent pay and benefits as the employee's regular job.

When the necessity of FMLA leave is foreseeable, the employee must provide the Company with at least thirty (30) days' notice of the employee's intention to take leave. If the necessity of FMLA is not foreseeable, an employee must provide such notice as soon as practicable and use the usual call-in procedures for reporting an absence.

Where the necessity for leave is due to a family member's or an employee's own serious health condition and is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Company.

When leave due to a qualifying exigency is foreseeable, the employee must give notice as is reasonable and practicable.

Any leave request based on a family member's or an employee's own serious health condition must be supported by certification from a health care provider. The employee must provide a copy of the certification to the Company in a timely manner. (Fifteen calendar days will be allowed to provide the certification). Certification from the health care provider must contain:

- the date the serious health condition began;
- the possible duration of the condition;
- the appropriate medical facts regarding the condition;
- in the case of leave for a family member, a statement that the employee is needed to provide the care and an estimate of the amount of time that need will continue;
- a statement that the employee is unable to perform the functions of his/her job, if the leave is based on the employee's own serious health condition;
- the date the treatment is expected to be given and the duration of the treatment, in the case of intermittent leave or leave on a reduced-hours basis for planned medical treatment.

Any leave request due to a qualifying exigency must be supported by certification showing that the service member is on (or has been called to) active duty during deployment to a foreign country.

The Company may require an employee on FMLA leave to report periodically on his/her status and the intention of the employee to return to work, and also may require periodic recertification of an employee's medical condition. An employee taking leave due to the employee's serious health condition is required to obtain certification that the employee is able to resume work prior to the return from any FMLA leave. So that an employee's return to work may be properly scheduled, an employee on FMLA leave must provide the Company with at least two weeks' advance notice of the date the employee intends to return to work. Employees who return to work from an FMLA leave within or on the business day following the expiration of the twelve (12) weeks are entitled to return to their job or an equivalent position without loss of benefits or pay.

Procedure: Applications for FMLA leave must be submitted in writing and signed by the employee's immediate manager. Applications should be submitted at least thirty (30) days before the leave is to commence or as soon as possible if thirty (30) days' notice is not possible, as discussed above. Appropriate forms must be submitted to Human Resources to initiate a family leave and to return the employee to active status.

Each employee seeking FMLA leave will be notified within five business days of his or her eligibility or ineligibility to take FMLA leave and the employee's rights and

responsibilities. Once the Company has sufficient information to make a determination, the employee will be notified within five business days that leave will or will not be designated and counted as FMLA leave.

The Company also will provide all leaves permitted by state law, such as Minnesota's Leave For Immediate Family Members Of Military Personnel Injured Or Killed In Active Service Act, Military Ceremony's Leave Act and Bone Marrow, Organ and Blood Donation Leave Act.

**MATERNITY/PATERNITY LEAVE:** Maternity/paternity leave is associated with the birth of an employee's own child or the placement of a child with the employee in connection with adoption or foster care. A Service Representative can request a total of six (6) weeks unpaid time away from projects for maternity/paternity leave. To be eligible for the maternity/paternity leave an employee must meet all of the following requirements: (1) been employed by LMS for at least 6 months; and (2) completed at least 60 hours of service during the 6-month period immediately preceding the commencement of the leave. The employee must provide 30 days' notice (or as much notice as practicable if the leave is not foreseeable) to the Field Service Coordinator of the request for leave.

Maternity/paternity leave is considered time used against the maximum 12 weeks of Family Medical Leave and runs concurrently with FMLA or any other related leaves for which the employee is eligible. Where an eligible employee is entitled to more than the six (6) weeks of maternity/paternity leave allowed under this policy exceptions will be made. Please discuss any such necessary exceptions with the Human Resources Director at 800-328-3967 x706.

**JURY AND MILITARY DUTY:** A Service Representative can request unpaid time away from projects for jury duty or military leave reasons. Documentation regarding the jury duty or military orders must be provided prior to the requested leave including the extent of time away from projects that is being requested. Employees who enter the Armed Forces of the United States will be granted extended leaves of absence without pay in accordance with federal and state laws governing such leaves. LMS will comply with any applicable state or federal law with regard to the return of the Service Representative to the projects (or comparable projects) to those that he/she was assigned to before leave; as well as comply with any payment required during jury leave according to any applicable state law.

**OTHER JOBS:** You have the right to work for other companies including other merchandising companies, but you will be expected to fulfill your assigned LMS projects on time. Failure to meet your commitments within the scheduled time may result in disciplinary action, up to and including termination.

**EMPLOYEE CLASSIFICATION:** As a Service Representative you are classified as a part-time, non-exempt employee and will be paid on an hourly basis. As a part-time, non-exempt employee you will not be eligible to receive any of the Company's benefits, unless legally required. Such benefits include vacation pay, medical insurance, holiday pay, dental insurance, etc. For avoidance of doubt, you will be eligible for benefits required by law, including paid



sick leave if required by your state or locality. Please refer to your state or locality specific addendum for additional information regarding such benefits, if applicable.

**CONFIDENTIAL COMPANY INFORMATION:** Any materials and/or information sent to you may consist of copyrighted material, trade secrets, and confidential information. This information is for LMS project use **only** and is not to be revealed or distributed to other people without the written consent of LMS. Questions concerning this policy, including what constitutes confidential information, should be referred to the employee's supervisor. Violation of this provision may result in disciplinary action, up to and including termination.

**COMPANY EQUIPMENT:** Service Representatives are responsible for the proper use, protection and maintenance of all equipment and other property furnished or made available to them by the Company, its clients or retailers. Unauthorized or abusive use of such property is prohibited. All equipment or other property of the Company must be returned on the last day of employment, or sooner, if requested. Violation of this provision may result in disciplinary action, up to and including termination.

**RESIGNATION:** In the event that you wish to terminate your employment, we ask that you contact LMS immediately to ensure completion of final projects and payroll. Your resignation notice needs to be sent in writing with a reason for leaving. We request two weeks' notice.

**CONTACT INFORMATION:** There are times that we will share your name and contact information for business needs with client contacts (for shipping), designated Leaders and other Service Representatives.

**DRUGS AND ALCOHOL:** LMS is strongly committed to maintaining a safe and healthy working environment for all its employees with the expectation that all employees will discharge their duties at an acceptable performance level and be unimpaired by drug and alcohol use. The use of alcohol and/or drugs by employees can undermine employee productivity and the Company image.

The use, possession, sale, distribution or manufacturing of either non-medically prescribed controlled substances or alcohol by anyone while on Company business or servicing projects is prohibited. Employees are prohibited from being at work under the influence of either drugs or alcohol. Violation of this policy while on Company premises or on Company business will result in disciplinary action, up to and including termination.

Depending on the circumstances other action including notification of appropriate law enforcement agencies, may be taken with respect to a violation of this policy.

Any illegal substances found in the workplace will be confiscated and turned over to the appropriate law enforcement agency.



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## **GENERAL SERVICE REPRESENTATIVE EXPECTATIONS**

**PROFESSIONALISM:** All Service Representatives must perform their duties in a professional and courteous manner toward store personnel, their customers, other LMS team members and LMS clients. All store personnel you work with are to be considered a partner in servicing the client's needs. If a problem occurs at store level that you are unable to resolve, contact LMS for assistance. If the store is requesting any additional service that is not outlined in the service/project instructions, contact LMS for approval prior to agreeing to complete additional service.

We also expect our Service Representatives to communicate with all LMS employees in a professional manner in person, on the phone, and in emails; we will provide the same courtesy to you. Any unprofessional communication in relation to the communication standards we have set as a Company may lead to disciplinary action, up to and including termination.

**DRESS:** A professional image has to be maintained at all times and appropriate dress and hygiene are important in promoting a positive Company image to our customers. LMS and our clients have specific requirements with respect to appropriate dress, namely professional, comfortable, and clean attire. The following clothing items are acceptable: dress pants, khakis, corduroy, dress shirts, sweaters, polo type shirts, skirts or dresses, capris, blazers or dress jackets. Skirts are to be worn at a modest length.

- Shoes should be comfortable and provide support, tennis shoes are allowed if they are clean and neat; the following shoe types are NOT allowed due to safety concerns: open-toed shoes, open-heeled shoes, sandals, flip-flops, and other beach type shoes.
- The following clothing items are NOT acceptable when servicing accounts for LMS: t-shirts or other overly casual shirts, jeans of any color, halter tops, tank tops, tube tops and other tops that are revealing, beachwear, work-out attire, sweatshirts, shorts, baseball type hats, or distracting, offensive or revealing clothing.
- If leggings, which are tight fitting stretch pants, are worn, the shirt or dress must extend over the leggings to at least the knees.
- Some reset projects may allow exceptions to the dress code by allowing jeans, please check instructions or ask your Field Service Coordinator.
- Good hygiene must be maintained at all times while on Company business. This includes personal cleanliness, proper oral hygiene and use of deodorant/anti-perspirant to minimize body odors. Employees should also refrain from using scented perfumes, colognes and lotions as they may cause allergic reactions, migraines and respiratory difficulty for other employees and/or customers.

- Grooming: Hairstyles, make-up, and the grooming of beards and mustaches are left to the discretion of employees. However, employees' personal grooming should contribute to a clean and neat appearance.
- Body piercing jewelry should only be worn on the ear. No other areas of the body should be visible with body piercing jewelry.
- Visible tattoos must be appropriate in content and in keeping with a professional image.

Managers and supervisors are responsible for interpreting and enforcing dress and grooming standards. This includes counseling employees whose appearance is inappropriate. Reasonable accommodation will be made for employees' religious beliefs and disabilities, as legally required.

**TIMELINESS:** All projects must be completed by the scheduled for date in our web-based system (NI) to be considered on time. You are responsible for rescheduling each call assigned to you to the date and time that you plan to complete the service within the Call Dates of the project. We ask that you report the same day of service. If you are unable to complete a service on your scheduled for date, it is part of your service responsibility to go on to NI and reschedule your call or unassign the call before it shows up as past due. Reporting after the due date is an issue that we take very seriously as it affects our clients. In addition, projects on your schedule that are not completed by the scheduled for date could affect your ability to have additional services added to your schedule and/or cause other projects to be removed from your schedule so that we can ensure they are completed on time for clients. On projects that require paperwork to be faxed to our office, the paperwork should be faxed the SAME day of service (the service is not considered completed until you do so). If services are not reported the day of service, it may result in disciplinary action, up to and including termination.

**ACCURACY:** Call Reports on our web-based system and any other necessary paperwork for a service call must be filled out completely and legibly since these reports are forwarded to the client. A 60-second review of information before completing call reports on our web-based system or faxing the paperwork to our office will assure accuracy and avoid mistakes.

**GUIDELINES FOR APPROPRIATE CONDUCT:** LMS expects all employees to conduct themselves in a professional manner, reflecting positively on the Company, the staff and customers.

The following are some examples of prohibited conduct:

1. Falsifying information on call reports on our web-based system.
2. Falsifying employment eligibility or other employment on Company records;
3. Soliciting or accepting gratuities from customers or clients;
4. Excessive absenteeism or tardiness;
5. Excessive, unnecessary, or unauthorized use of Company or client supplies, particularly for personal purposes;
6. Reporting to work under the influence of alcohol, non-prescribed drugs or illegal drugs (including medically prescribed marijuana), and the manufacture, possession, use, sale, distribution or transportation of any controlled substance;

7. Bringing or using alcoholic beverages while engaged in Company business or servicing projects in store;
8. Fighting or using obscene, abusive, or threatening language or gestures;
9. Theft of property from coworkers or customers of the Company;
10. Unauthorized possession of firearms on Company premises or while on Company business;
11. Disregarding safety or security regulations;
12. Insubordination;
13. Dishonesty;
14. Failing to maintain the confidentiality of Company, customer or client information; and
15. Failure to foster harmony, positive attitude and good relations while working/training.

The above are only examples of common sense rules which experience has shown to be both necessary and most effective in maintaining sound working relationships. They are only typical of cases which can result in disciplinary action, ranging from verbal warning to termination of employment, and are not to be construed as limiting or restricting disciplinary action to only the specific cases listed.

Nothing in this policy changes the at-will nature of your employment. Either you or the Company may sever the employment relationship at will, with or without cause or notice.

**PROGRESSIVE DISCIPLINE:** Appropriate conduct is expected at all times while employees are on duty. Employees should do their best at their assigned job and follow instructions provided by their supervisor and through other written instructions. Any violation of good conduct or deviation from Company rules and regulations may warrant disciplinary action, up to and including termination. Although, as previously noted, employment may be terminated at will by the employee or the Company at any time, without following any formal system of discipline or warnings, the Company may exercise its discretion to utilize forms of discipline that are less severe than termination in certain cases. Examples of such less severe forms of discipline include verbal warnings, written warnings, and suspension.

Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary. The Company may, of course, terminate an employee without following these steps whenever it deems that such action is warranted.



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## **COMMUNICATION**

**GENERAL:** Communication between the corporate office (including assigned Field Leaders) and Service Representatives is crucial. All phone messages or emails left for you should be returned within 24 hours. We will provide you the same courtesy by returning your phone calls or emails within 24 hours. You are expected to communicate all store/project issues to the corporate office in a timely manner. In the case of an EMERGENCY where you cannot meet a service commitment, you are required to contact your Field Service Coordinator PRIOR to the service date at 800-328-3967.

**EMAIL/PHONE REQUIREMENTS:** All Service Representatives must have a working email account that they check every day with daily access to the Internet and the ability to print. All Service Representatives are required to have a working phone number and address where they can be reached.

**PERSONAL INFORMATION CHANGES:** We respect the personal information that you have provided to us for employment purposes and want you to know that we have processes in place to protect your information internally. Any personal employee changes need to be sent in writing (email at payroll@lmsvc.com) to LMS within 48 hours with your Employee ID, your social security number, and the date the changes are effective.

- We need a copy of your social security card to change your name in our payroll system. This is to ensure that your payroll records match the social security office records.
- If you have a PO Box listed as your principal address, you must submit a street address for UPS/Fedex and tax purposes.
- Email changes to your email account to your Field Service Coordinator.

**CELL PHONE & OTHER ELECTRONIC DEVICE ETIQUETTE WHILE SERVICING:** Cell phones are a common communication tool for many of us. It is important that you use proper cell phone etiquette, while servicing for LMS. This will ensure that the use of cell phones will not interfere with your ability to provide professional, courteous service to our clients. The following are expectations we have for our Service Representatives regarding cell phone usage while representing the Company:

- When you are in a store servicing for LMS, put your cell phone on “silent” or “vibrate” mode to reduce distractions to store employees and customers.
- Do not leave your phone out on a store fixture, keep it tucked away.
- Only answer necessary calls while servicing for LMS. Please let all other calls ring through and return the call after you are done servicing the client.

- Walk away from the service area (if appropriate) when taking a call.
- When you have to answer your phone, keep the call to a minimum amount of time and only discuss necessary topics.
- The same expectations apply to text messaging and the use of MP3 players such as iPods, it should not take place while servicing for LMS unless absolutely necessary.
- You should not be listening to devices with earbuds while you are working for LMS.

We understand that you may need to answer calls at some point while on the job, but please use common courtesy and professionalism. Store management also expects cell phone usage to be minimized. Excessive or disruptive use of your cell phone and other electronic devices, or failure to follow the above-mentioned guidelines for cell phone use during working hours may result in disciplinary action, up to and including termination.

**Safety Issues for Cellular Phone and PDAs:** All employees are expected to follow applicable state and federal laws and regulations regarding the use of cell phones or other mobile devices at all times. Employees should be aware that the Company strictly prohibits the use of mobile phones while operating a vehicle. This includes hands-free devices as research has shown that the use of a hands-free device does not remove the risks of distracted driving. If you receive a call that you need to answer while driving, the Company recommends that you pull over to a safe location before proceeding with the call. Safety must come before all concerns; under no circumstances should employees place themselves or others at risk while conducting Company business.

Employees whose job responsibilities include regular or occasional driving and who may use a cell phone or other mobile device for business use are expected to refrain from using their mobile phone while driving. Use of a cell phone or other mobile device, including hands-free devices, while driving on Company business or Company time is not required and is strictly prohibited by the Company. Regardless of the circumstances, including slow or stopped traffic, employees are required to pull off to the side of the road and safely stop the vehicle before placing or accepting a work-related call.

If you are on a phone call to/from our office or other field staff and it is suspected that you are driving a vehicle, we will disconnect the phone call and ask that you call back when you are no longer driving.

Employees who are charged with traffic violations resulting from the use of their phone or other mobile device while driving will be solely responsible for all liabilities that result from such actions.

Employees also should be aware that conversations over mobile phones are not necessarily confidential; it is possible that outside parties could tap into those conversations. If you need to communicate about a highly confidential matter, please try to use a more secure method of communication.

Violations of this policy will result in disciplinary action, up to and including termination.

**WORK RELATED ACCIDENTS & SAFETY:** In the event of an accident or injury which occurs while you are working for LMS, **you must contact Lawrence Merchandising Services within 12 hours of the incident.**

- Report all injuries regardless of severity.
- If illness/injury causes loss of work time, you will be required to submit a written note from your physician stating the extent of time that you cannot work due to the related illness/injury.
- A physician's note is also required upon return to work stating you are able to return to work with any restrictions listed.

LMS makes every reasonable effort to ensure a safe working environment and expects all Service Representatives to be safety conscious. It is the expectation that you will follow all outlined safety instructions and take all necessary precaution regarding safety. You should report any unsafe or hazardous conditions directly to your supervisor immediately. Every effort will be made to remedy problems as soon as possible.

**SOCIAL MEDIA GUIDELINES:** LMS would like to encourage more interaction among our employees. We realize that communication is important to our continued success and think that social media websites are a great way to interact.

Here are some courtesies we expect all those participating via social media to engage in. Please note that we realize that social media continues to evolve as new technologies and social networking tools become available, these courtesies should be present in all technologies:

1. Use common sense and good judgment with your posts. Just like in all interactions on the job, there can be consequences for inappropriate use. The LMS Facebook Page (and other social media sites) is a public domain and may be viewed by anyone. You are a representative of LMS when interacting on our social media and we are very proud of our reputation. In fact, you are why we have a good reputation as a merchandising service organization - let's keep it that way! If you utilize the Company Facebook Page, know and represent good judgment in every interaction that you have.
2. We reserve the right to delete or block inappropriate content. By using or accessing LMS's Facebook Page, you agree to comply with LMS and Facebook's Terms and Conditions. We will apply these same principals to our other social media sites. We will delete any content that is a violation of these terms or is contrary to our Company values. Personal attacks, vulgarity or racism will not be tolerated and will be deleted immediately. If the behavior continues, we reserve the right to block you from posting on our page.
3. Protect confidential Company and client specific information (i.e. pay rates & client names). We realize that you may work for our competitors. LMS represents a wide variety of clients and we ask that information related to each specific client be kept confidential. Failure to adhere to this could result in blocked or removed posts.
4. Do a 15-second review of your post prior to posting. If it seems like something in the post could offend another, it probably will. LMS is committed to providing a work environment free of harassment of any kind; please review our anti-harassment policy in this

manual. What you post in a social media outlet can be considered harassment. This is true even if comments don't seem to be job related.

5. Do not submit a photo of someone or something unless you have express written permission to do so. This is regarding photos posted on the LMS Facebook page (or other social media sites) as well as your own personal social media pages, as it relates to LMS related material, such as pictures of the displays/stores you service or employees at the stores you service.

Violation of the above social media guidelines may result in disciplinary action, up to and including termination. However, nothing in this policy is meant to infringe on your rights to engage in protected concerted activity under the National Labor Relations Act and any other applicable law.





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## **PROJECT GUIDELINES**

**GENERAL:** All employees are expected to follow store service guidelines. Refer to project instructions, manuals, email updates and read NI Resource Center information for service guidelines. All projects are assigned to you on our web-based system and you will need to log-in to see the assignments on a regular basis (daily).

### **WEB-BASED SYSTEM (NATURAL INSIGHT):**

Log-in via <https://my.naturalinsight.com>

- Utilize this system for the following:
  - a. Receive and print service schedules and instructions.
  - b. Schedule each service call for the day you plan to service.
  - c. Utilize Check In and Out feature for each call.
  - d. Report service call completions.
  - e. Take and upload photos as required for each call.
  - f. Complete a survey form or information as requested while in the store.
  - g. Review additional project information and training webinars in the Resources section.
  - h. Download and print LMS forms, and manuals in the Resources section.

You may choose to access Natural Insight via your personal device while you are in the store. This allows you to check in and check out of your service call, as well as answer survey questions while they are fresh in your mind. **Please note that if your device's location services are turned on, the check in/out does capture the latitude and longitude of your location. This is also true if you upload a photo into your survey. If your location services are turned on when you upload the photo, it will capture and report to us the latitude and longitude of where the picture was taken.**

**SERVICE HOURS:** Clients and store management generally prefer service to be performed during regular business hours - 8:00 a.m. to 6:00 p.m. Monday - Friday. Jewelry and Sunglasses services at Target must be performed during these regular business hours. All other projects can be completed during regular store business hours, unless otherwise noted in the project description. Service needs to occur within the service dates of the project. We expect that you will not work more than 8 hours in one day, except when approved ahead of time. (Not required for new store sets over 8 hours or projects with a specified schedule outside of these hours.)

**VENDOR LOG BOOK:** It is crucial that you sign in to the store upon arrival and sign out upon departure (NOTE: If you service more than one client within the same store on the same

visit, please sign in/out for each client. Also, some clients have their own vendor sheet and your instructions will instruct you to sign the vendor's sign in as well). This is in place for security reasons with the retailer and the main way we can verify your service. It is also crucial that the times you sign in at the store are the exact times that you serviced the store and the same times that you put on the call report for the in-store service time question on our web-based system. Any discrepancies between the actual times you spent servicing for LMS projects and the vendor log sign in for LMS projects may result in disciplinary action, up to and including termination.

**BADGE & LANYARD:** A Service Representative badge and lanyard will be provided to you via USPS. Please wear these at all times while in-store servicing for better identification when in the stores.

**STORE SECURITY:** Remember, you are representing both LMS and our clients, not the account/store you are servicing. To ensure that you do not have difficulty with store security, you should learn and follow their security policies, especially policies that relate to leaving and re-entering the store. It is advised when servicing stores that you do not bring in items of value (i.e., purses, jewelry, etc.). LMS is not responsible for your personal belongings while working for LMS. In some instances, stores' security personnel randomly check vendors' belongings; please comply willingly if this is requested of you.

**PRODUCTS:** No product is ever to leave a store in your possession, no matter what the store may say. If store management insists that you take the product out of the store personally, call your Field Service Coordinator or the Client Manager and ask for advice before you leave the store.

**FREQUENCY/DEADLINES:** The frequency of the project is important to follow to ensure that you are able to meet the deadlines for each project. The project frequency and start/end dates can be found on both project instructions and your list of calls on our web-based system.

**PROJECT INSTRUCTIONS:** Project instructions and manuals containing pertinent information are available on our web-based system for each project. Project instructions will give you detailed information for each project and advise you on project length and frequency. Read all of the account information thoroughly. This information needs to be with you when servicing your stores (most can be accessed on mobile devices in stores as well). It will provide a quick reference for any questions that may arise during the service. Please keep your LMS information up to date with these current/revised changes by disposing of the previous project instructions when updates are made. Additional special projects will be assigned on an individual basis as they occur.

**CALL REPORTS:** Call reports for all projects are available on our web-based system. Call reports need to be filled out completely and accurately on our web-based system. A call report may consist of survey questions, requests for photo uploads, and/or inventory/reorder forms.

**Any forgeries on call reports will result in immediate termination and you will not be compensated for the fraudulently reported calls.**

**MONTHLY MAILING:** LMS may send you a packet once per month that contains project instructions for select projects assigned to you. LMS does not mail instructions for EVERY project that is deployed to you on our web-based system. You are able to access and view project instructions via mobile device. If you don't access via mobile device through Natural Insight, you are expected to print any additional project instructions needed for your other projects from our web-based system (see printing reimbursements in the payroll section of this manual). Note: If you have the same project at several different stores, you only need to print one copy of the instructions. You may also choose to print updates for the projects you receive in our monthly mailing. The mailing typically goes out 1-2 weeks prior to the start of the next month's projects.

**NATURAL INSIGHT RESOURCES SECTION:** The Resources section is a tool used to communicate project updates that come up, as well as provide to you a one-stop place for you to find forms, and other information about your employment with LMS. You can find the Resources section in Natural Insight; click on the Resources tab at the top of the page. The Resources section is updated regularly. It is your responsibility to check this regularly.

**RELAYING CRITICAL ACCOUNT INFORMATION FROM THE FIELD TO THE CORPORATE OFFICE:** Every month, we deploy tens of thousands of service calls via our web-based system to our representatives in the field. Our web-based system is a great tool for all of us to be able to read and process large amounts of information coming from you in the form of comments, issues, and questions about the projects.

Since there are so many service calls, we are not always able to read each call report as timely as we would hope. If you have critical information regarding a project you are assigned, please send an email to your Field Service Coordinator detailing the situation. Please be sure to include the client and store number the situation pertains to. Your Field Service Coordinator will then forward the email to the appropriate staff member and we will be able to address critical situations faster. Critical situations would include but are not limited to: extreme product volume issues (low or high), difficult situations with store management, and suggestions for improving a project.

As a Service Representative in the field, you are the eyes and ears of the Company. We thank you for all the information you provide to us on new and existing accounts.

### **What Happens to Survey & Call Report Data?**

In case you have ever wondered, "Who reads the Survey section of the Call Reports? Does the Service Representative ever get a response to questions that might be asked?" please read the following:

Yes, Survey data does get read (including the comments section) and the data is then supplied to our client(s). Issue stores in particular get highlighted as well as re-capped. A disconnect, or slow response time, can occur when the client does not respond to our concerns.

In Client Management and Operations, it is our goal to make every service as efficient as possible for our Service Representatives. Your comments and input are integral in helping us streamline Service Objectives and suggest innovative solutions to our clients' needs.

The comment field alone is an invaluable tool as it gives us added insight into our service execution and provides us with exceptional feedback on how to improve processes to better serve our clients. Survey questions allow our Representatives to surface **what** they feel is important, and as our "eyes and ears", it is this data that can have a real impact with our clients.

Please continue to be thorough in your Call Report Survey, we very much appreciate it. This feedback helps LMS stand out from its competitors by providing our clients with real time feedback.

**SERVICING MULTIPLE CLIENTS IN ONE RETAILER:** There are situations where you will be completing service calls for more than one client in the same location, possibly with similar products. It is VERY important that you complete all the service objectives for one client BEFORE starting on the next client's service objectives. This is also very important when speaking to store management – be very clear that you are here to service Client A and explain the service objectives. After you have completed the service objectives for Client A, explain that you have completed that project to the store management and now you are there to complete the service objectives for Client B.

**IMPORTANT: Please do NOT mix up the clients' names or the service objectives, read the instructions carefully, and follow accordingly. It is important to keep the clients' service objectives separate to ensure confidentiality and to make sure we are providing great, quality service to all clients.**



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## **PAYROLL**

**PAYROLL SCHEDULE:** In order for projects to be paid on a given pay period, the call reports must be completed on our web-based system by 11:59 p.m. EST on the Thursday prior to the pay date. LMS pay dates are every Thursday – please see the calendar on the NI Resources section for specific dates.

**PROJECT PAY:** We pay by the hour. You should report all project time on the timekeeping survey, which includes both in-store service time and out of store administrative time.

LMS carefully reviews the project requirements including the tasks involved and the amount of time needed to successfully complete each project. Project activities include project preparation, service time and reporting.

On each set of project instructions, you will see a breakdown of the Expected Project Time into: 1) Expected In-Store Service Time and 2) Expected Administrative Time (Prep and Reporting Time).

Below are definitions to assist:

- Expected In-Store Service time: This should include all time spent *in the store* for a particular project.
- Expected Administrative time (Prep and Reporting Time): This should include all time spent related to the project *outside of the store*. This *could* include printing any necessary materials, scheduling the project on Natural Insight, reading project materials or other printed materials *outside of the store*, and completing the survey including uploading photos. This also includes replying to emails or phone calls related to the project, and reading project announcements/updates via email *outside of the store*.

**Timekeeping section of survey for each service call:** We utilize this information to ensure you are paid properly:

1. In-store time: Date, Start Time/End Time
2. Administrative Time you spent on this project (out-of-store admin time). This should be reported in minutes.
3. Did you drive to this location from another LMS service location? Yes/No If yes, Start Time/End Time of Drive Time.

4. Did you spend more than the Projected project time (this includes in-store service and administrative time)? Yes/No. If so, select the reasons why the extra time was needed from the drop down.
5. Did you take a meal break today (only report your meal break on one timekeeping survey for the day unless you worked more than 10 hours in the day and took two meal breaks)? Yes/No If yes, Start Time/End Time of Meal Break.

How do I find the rate per hour: Before you complete a project, you may review the hourly pay rate for each project on our web-based system by going to your Call Calendar, clicking on the call you would like to review, and clicking on the blue linked "Description". A box will then pop up that states the rate per hour. If in the project description it states "Rep Hourly Rate", that means that you are paid at your hourly pay rate. Your hourly pay rate can be found by logging into Natural Insight. Click on Profile on the top right hand side of the page. Scroll down to the bottom of the page and view the Pay Rate (\$) under the Pay Information section on the left hand side of the page.

What You Were Paid: After each payroll, you can review your pay for each project on Ultipro, our payroll system, on the Documents tab. This will list all projects completed within the pay period and the total pay for each project. You can use this report to confirm the accuracy of your paycheck and let us know if you have questions on anything related to your pay. Please remember the difference between the amount deposited in your bank account and this document are withholdings you authorized and/or we are legally obligated to withhold. Your net pay is available through UltiPro pay statements (instructions on how to access UltiPro pay statements are located on the Natural Insight Resource Center). The pay statement includes your 1) gross and net wages paid during the pay period, 2) total hours worked, 3) deductions, 4) pay period, 5) hourly rates and corresponding hours worked at each rate (where applicable), 7) employer's name and address, 8) the employee's name, 9) the employee's employee identification number. Please contact your Field Service Coordinator with any questions about what you were paid.

**ADDITIONAL PROJECT TIME:** LMS makes every effort to ensure that the expected time given for a project is accurate. Expected time includes both in-store service time and out-of-store administrative time. You are responsible for completing the tasks described in the project instructions within every project you are assigned to. Providing excellent customer service to the store personnel you are working with is a key factor in completing a service call. DO NOT leave a display or the surrounding area in disarray. If you spend additional time on a project, please report accordingly. When asked in the timekeeping portion of your survey if you spent Extra Time on the project please answer yes and select the reason for the Extra Time. There are some projects that have a fairly strict end time for the project and they will include a list of priority tasks to complete in the time allotted.

**IMPORTANT NOTE: It is imperative that you report all time worked for our Company, any disregard to this request may result in disciplinary action, up to and including termination.**

**ADJUSTMENT PAY:** On occasion, there are service calls that will pay an amount over and above the pay per hour that is provided for the service call. Typically, this occurs when a

service call is scheduled for less than 30 minutes at a retailer you are not scheduled to visit on an ongoing basis. These are not guaranteed amounts and may be discontinued at any time.

**DRIVE TIME:** The time you spend driving to your first store for the day and to home after your last store for the day is considered typical commute time and should not be reported as drive time. Although we do not generally require or encourage traveling to two stores in one day, if you do so, we require you to report drive time in between stores which you were exclusively servicing for LMS. Should you choose to service your stores back to back, you are asked to track your drive time and report that on your timekeeping survey beginning with the second store in the trip (Note: you are required to deduct interruptions for meal periods or personal business from drive time). We will include that reported inter-store drive time in your total of hours for the week for purposes of making sure you are paid minimum wage for all hours reported. If you fall below minimum wage for all time reported for a day, including drive time, you will receive a minimum wage pay adjustment that will be reflected on your wage statement that is available on Ultipro (in documents section) each pay day. We include your drive time with your other reported time for the day to ensure that your pay does not fall below minimum wage for your locality, or state, or in absence of a state/locality requirement the current federal rate. We rely on you to track and report this information so that we may pay you appropriately. Accurate reporting for your drive time is imperative and any inaccuracies in reporting may lead to disciplinary action, up to and including termination. (Note: California Reps, please see California addendum.)

Drive time also represents the time that you spend on public transportation. Please report all time spent traveling on public transportation in the drive time question. This should be reported on the second store in the trip for time spent on transportation in between stores which you were exclusively servicing for LMS.

**BONUS:** On occasion you may be asked to go outside of your territory to complete a service call. In some of these situations, we offer a monetary bonus amount for completion. If you accept a job with a bonus associated, you will see the bonus listed on your detailed pay breakdown by project in the Documents tab of Ultipro in the bonus column.

**MINIMUM WAGE:** We ensure that your pay does not fall below minimum wage for your locality, state, or in the absence of a state/locality requirement the current federal rate. If you fall below minimum wage for all time reported for a day, including drive time, you will receive a minimum wage pay adjustment that will be reflected on the emailed wage statement. If you have an instance where you do not believe you were paid at least minimum wage, please contact Payroll@lmsvc.com or contact your Field Service Coordinator.

**OVERTIME:** You should not be working over 8 hours in a day or 40 hours in a workweek, unless approved in advance by a Field Service Coordinator, Field Service Supervisor or Operations Manager. If you are in a state that requires overtime to be calculated by the day and you work over 8 hours in a day, the overtime premium will be noted on your detailed pay breakdown on Ultipro. It will also show on your Ultipro pay statement as overtime earnings.

If you are in a state that does not have a specific overtime law, we will follow the federal overtime provisions of paying time and half for any hours worked over 40 in a workweek. This would be reflected on your detailed pay breakdown on Ultipro and on your pay statement as overtime earnings.

**MEAL AND REST BREAKS:** We realize that we are not in the store with you to encourage you to take a break, but we want to reiterate that you should take regular breaks when working for LMS. It is your responsibility to ensure that you are taking time away from work to reenergize yourself.

For every 3.5 hours or greater in one day for LMS, we encourage you to take a 10 minute break away from the work area. Over 6 hours in one day, we encourage you to take a second break; and for over 10 hours in one day we encourage you to take a third break. This time is paid by the Company and is included in your projected time for the project. You may report it on the service call that you took the break during (or after if you took it between two projects). Most retailers have a snack bar area, benches, break area, or some other place suitable for resting. If you are unable to find a location in the store, please ask a store employee if they can help or call our office at 1-800-328-3967 to see if we can help you find a location. If you are working five (5) or more consecutive hours for our Company at one time, you should take no less than a 30 minute unpaid break for a meal. If you are working ten (10) or more consecutive hours for our company at one time, you should take no less than two (2) 30 minute unpaid breaks for a meal. You are entirely relieved from duty during your meal period and may leave the work location. Your first meal period should be taken by the end of your fifth hour of work and, if applicable, your second meal period should be taken by then end of your tenth hour of work.

For example, if you work between six (6) and eight (8) hours in one day you would take two (2) 10 minute paid breaks and one unpaid meal break of no less than 30 minutes. Please be sure to be aware of appropriateness of the timing of your break(s) in relationship to your service responsibilities. This means you do not leave your area in disarray during your time away for a break. If you are working with a store employee during your service, please be sure to indicate to them that you are taking a break and inform them of when you will return. If it is possible to coordinate the timing of your breaks with that of the store employee please do so as long as it falls within the guidelines noted above.

**PHONE/EMAIL/OTHER TIME REPORTING AND PAYMENT:** If you make a phone call/email to our office or the store related to a project, please report that in your administrative time for that project. If you make a phone call/email to our office that you cannot attribute to a project, such as a request for time off, question about payroll, etc., you should report your time on a phone/email flex call that is scheduled to you in Natural Insight. You can also use this flex call to report time related to a project that you already reported on Natural Insight and can thus no longer report that time in your administrative time for the project. You will be paid your Rep rate for these types of calls.

You should report all time for email and phone calls on one flex call per day. This should only be time that you cannot attribute to a specific project that has not been reported yet. If you contacted the office for multiple reasons (such as you called your Field Service Coordinator



with a question on your paycheck and you also emailed your Field Service Coordinator with a vacation request) you will fill out only one flex call and include both of these scenarios. Whenever you are reporting multiple contacts made to our office please separate each issue/inquiry and each person you spoke to with a semicolon (;). You may fill out more than one flex call in a day, if you had already filled out a flex call and then another instance occurred in which you needed to report. It is imperative that you report all time worked for our Company, any disregard of this request may result in disciplinary action, up to and including termination.

**PAYSTATEMENT IN ULTIPTRO:** The pay statement in Ultipro will normally only show one line with the total hours listed. This is all hours reported for projects and drive time between locations that you have completed on our web-based system by the payroll deadline (see monthly calendar on the Resource Center for specific dates).

**DIRECT DEPOSIT/GLOBAL CASH CARD:** Each Service Representative must choose to receive his/her pay through direct deposit or Global Cash Card, subject to applicable state or local law. If you need to update your account information or choice of payment, please do so on Ultipro. For instructions on how to do this, please look in Natural Insight Resources Center under Employment Information.

**SUBMITTING EXPENSES TO LMS:** There may be an occasion where you will incur an expense while working for LMS. Some examples of expenses could be: faxes that you had to pay a fee to send and parking in major metro areas. You must send us the original receipt for the expense to our office before we can reimburse you. On every receipt, please be sure to include your full name, rep number, store # and the project name you were servicing when you incurred the expense. It is expected that you submit your expenses within two weeks of the incurrence of the expense.

If you have to pay a parking meter, please send your Field Service Coordinator an email with the amount, your name and rep number, and the store # and project name you were servicing when you incurred the expense.

These expenses will be added to your paycheck on the following payroll.

**PRINTING REIMBURSEMENT:** We sometimes mail you the instructions necessary for completing a project. You can also access the project instructions from your mobile device while in the store. There may be occasions where the project announcement or project instructions will specifically require you to print the instructions or a portion of the instructions. You also may choose to print other items, such as project updates that are emailed out.

To generously cover the costs associated with printing you will be provided a flat rate reimbursement on each paycheck that you are paid for service calls completed. You will be paid a flat rate of \$0.10 per service hour reported that pay period. The payments will be reflected on the earnings statement on pay statement and detailed pay breakdown that is found on Ultipro each pay date. Based on our analysis this printing reimbursement should cover any costs incurred to you for printing related to your projects. If you feel that this printing

reimbursement does not cover the cost you incurred for printing you should fill out a printing reimbursement dispute form that you can find in the Resources section in NI under the Employee Information header. We will then review this information to determine if an adjustment is needed and attempt to respond within 10 business days. (Note: California Reps, please see California addendum.)

**PAYROLL QUESTIONS ANSWERED IN THE RESOURCES SECTION OF NI:** If you have a question on your paycheck, you should submit your question via the Payroll Question Submittal Form (located on the Employee Information tab).

You can expect an acknowledgement of your payroll question via email within 3 business days of submittal. Due to the large number of employees/questions, we cannot guarantee that we will be able to answer your question within 3 days, but we will give you an update.

**REFERRAL BONUS:** A \$75 bonus is available to any employee who refers a friend/family member. However, you must both stay active for at least 4 months of employment with LMS following the beginning date of employment of the person whom you refer. If you provide referrals that meet the criteria four times in one year, you will receive a \$125 bonus for your fourth referral. Please email your Field Service Coordinator if you think you have met the criteria for a referral bonus.

**REFERENCE CHECKS/EMPLOYMENT VERIFICATIONS:** If you, or someone on your behalf, has a request to have an employment verification, please review the instructions in the Natural Insight Resources Center under Employment Information and the document titles refer to Employment Verification.

**ACCESS TO PERSONNEL FILE:** Service Representatives will be provided access to their personnel file in accordance with applicable state or local law.



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## **TEAM MEMBERS**

Our largest employee faction is you, our hardworking **Service Representatives** in the field. We count on you to provide excellent service with many types of retailers and wide variety of products for our clients. You were hired for your ability to understand the position and to build partnerships with store personnel to satisfy their merchandising needs. You are the main driving force of our team and we want you to feel good about the work you do.

**Regional Service Managers (RSM), Field Service Leaders (FSL) and Market Specialists (MS)**, provide quality assurance through the training of Service Representatives and store checks within a designated territory. You may have a FSL and/or MS assigned to your territory that will facilitate training, complete photo checks and in-person store checks on the services within the territory. You will come into contact with him/her during the initial training as well as throughout your employment with LMS.

Candidates for Market Specialists were chosen on specific metrics including but not limited to: same day reporting, store check quality, store feedback and proximity to specific locations. LMS will continue to review our entire representative base and make further offers to candidates as the need arises. When more candidates are recommended, you may be reached out to at that time.

Our entire team is here to support you and to assure your success in the field. Our in-house staff consists of our Operations Team, Client Management Team, and the Human Resources Team.

The **Operations Team** consists of Field Service Coordinators/Supervisors, Operations Manager/Directors, and other support staff who work with the Account Management Team by monitoring project completions, Service Representative issues, store issues and client issues nationwide.

**Field Service Coordinators** are responsible for assigning Service Representatives to stores, tracking project completions, and assuring field coverage. **The Field Service Coordinator is your first line supervisor and main contact here at LMS.** You should contact your Field Service Coordinator via phone or email with supply requests, questions relating to project instructions or store assignments, time away from projects needed, requests for additional work, or if you are unable to complete projects within the scheduled time frame. The Field Service Leader and Field Service Coordinator partner together to ensure that LMS Service Representatives are providing consistent, quality service to our clients within each designated territory. **Field Service Coordinators** report to the **Field Service Coordinator Supervisor** and **Operations Director**. Our **Field Service Coordinator Supervisors** are

also available for you to contact to get your questions answered and/or resolve concerns/issues/complaints.

**Client Managers and Client Specialists** are our contacts with the clients. Since they are in direct contact with the clients, they have detailed knowledge of each service project. They track individual project completions and inform Field Service Coordinators of incomplete project completions within the specified project.

The **Human Resources Team** is responsible for recruitment of Service Representatives, enforcing employment policies, new hire paperwork, and processing payroll. You may contact any member of the Human Resources Team with questions on these and other topics at [Payroll@lmsvc.com](mailto:Payroll@lmsvc.com) or 800-328-3967.



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## **TRAINING AND FOLLOW-UP**

**NEW HIRE ORIENTATION:** We deploy a “New Hire Orientation” call onto your schedule. We use this orientation to welcome you to LMS and review key information in order to be a successful Service Representative for LMS. It includes history/background information on our Company, highlights policies from this manual, reviews safety tips, information on our web-based system, and payroll. Since we want to ensure that you fully understand what we expect of you and what you can expect from us, this is required information to listen to the first week of hire.

**PROJECT SPECIFIC TRAINING:** Service Representatives must complete a phone and/or personal training session, and/or a follow-up training session as determined by LMS corporate office staff. A Field Service Leader or Market Specialist will often schedule times to work with employees to strengthen servicing effectiveness.

Periodically we also schedule project specific training via conference calls and/or recorded webinars. This allows us to reach many Service Representatives at one time and provides an opportunity for you to ask questions about a new or updated service call.

**STORE CHECK REPORT (see example of store check included):** Field Service Leaders, Market Specialists and corporate office staff use this type of form during store checks to monitor your service performance, store conditions, reinforcement training, and project completions. Store checks may be performed on a regular rotation, upon request by a store, or any time the Company representative is in the area. You may or may not be notified beforehand due to the nature of changing schedules of our field personnel who perform store checks.

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Thank you for reading this Employee Manual. This is just a brief guide to some commonly asked questions. If you have any other questions, please raise them with your supervisor or another member of management.



**Call Worksheet: FAX NOT REQUIRED**  
**FST/Store Check/Target/All Continuity Services (Project #3842)**  
 Start: 06/01/2013 - End: 12/31/2018

Store: **16-Sample Location**  
 Address: **1000 Sample St., Sample, CA 99009**  
 Phone: 800-800-8000

Employee: not assigned yet  
 Scheduled For: not scheduled yet  
 Project: 3842  
 Call: 0

Date Store Visited: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Time In: \_\_\_\_ : \_\_\_\_ am/pm Time Out: \_\_\_\_ : \_\_\_\_ am/pm

Question	Response (circle or write in answer)
1) Please select the date you were in the store.	
2) List the date the Rep last visited the store	
3) What was the name of the Target person you talked to at the store?	
4) Were you in the store to complete a new hire training?	Yes No
5) What type of service brought you to the store?	Follow up training Retraining Store Check without a Rep Store Check with a Rep Vendor Scorecard Follow-up Other
6) Is the jewelry (costume and showcase) flow correct?	Yes No
7) Are the jewelry (costume and showcase) schematics being followed?	Yes No
8) Are the 2-panel jewelry programs set side by side?	Yes No
9) Is the signing within jewelry (costume and showcase) current?	Yes No
10) List any jewelry programs (costume or showcase) that appear to be low in stock:	
11) Is the sunglasses flow correct?	Yes No
12) Are the sunglasses schematics being followed?	Yes No
13) Is the signing within sunglasses current?	Yes No
14) List any sunglasses programs that appear to be low in stock:	
15) Did this store have Excell?	Yes No
16) Please list any issues with the Excell services. If none, enter N/A	
17) Does this store have Boots skin care line?	Yes No
18) Please report any Boots issues. If none, enter N/A	
19) FST Overall Comments:	
20) Please list any comments by store personnel	

	2 - Approaches Expectations 1 - Below Expectation NA - due to store circumstances
24) Enter Photo 1	
25) Enter Photo 2	
26) Enter Photo 3	
27) Enter Photo 4	



**SERVICE REPRESENTATIVE MANUAL  
STATEMENT OF RECEIPT**

I acknowledge receipt of my copy of Lawrence Merchandising Services (LMS) Service Representative Employee Manual (revised June 2019) and understand I am obligated to read and familiarize myself with its contents, as well as abide by its terms.

I understand that this manual provides an outline of current company policies and procedures. I understand that Lawrence Merchandising Services retains the right to modify, change, or amend any part of this manual at any time, other than the termination at will provisions, except as provided therein. Revisions to the manual will be distributed when available and I am responsible for reading, understanding, and inserting new information in this manual.

I understand and agree that my employment with Lawrence Merchandising Services is for no definite period of time (i.e. my employment is "at will") and that Lawrence Merchandising Services may elect to discontinue my employment relationship at any time, with or without cause or advance notice. I, likewise, may leave the Company at any time.

My signature below acknowledges that I have read and understand all the statements listed above and in the employee manual, including supplemental attachments.

EMPLOYEE SIGNATURE

DATE

\_\_\_\_\_

\_\_\_\_\_

EMPLOYEE'S PRINTED NAME

USER NAME

\_\_\_\_\_

\_\_\_\_\_