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## TEXAS HANDBOOK SUPPLEMENT

Policies included in this state supplement are intended to be viewed in conjunction with WFS’s Handbook and may govern only certain employees. In the case where a state policy is more generous than its counterpart contained in WFS’s Handbook, the more generous policy will govern. WFS, at its option, may change, delete, or discontinue parts of this supplement.

### Texas Policies

#### Equal Employment Opportunity Policy

In addition to the protected statuses listed in the Handbook, and in accordance with Texas law, the Company is committed to providing equal employment opportunities to all employees and applicants without regard to race (including hair texture or protective hairstyles commonly or historically associated with race including braids, locks, and twists) or any other protected status in accordance with applicable federal, state, or local law. Please see our legal postings for additional information.

This policy extends to all aspects of our employment practices including, but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment. Violation of this policy will result in disciplinary action, up to and including immediate termination.

#### Policy Against Unlawful Harassment, Discrimination, and Retaliation

In addition to the protected statuses listed in the Handbook, and in accordance with Texas law, the Company strictly prohibits all forms of unlawful harassment, which includes harassment on the basis of race (including hair texture or protective hairstyles commonly or historically associated with race including braids, locks, and twists) or any other protected status in accordance with applicable federal, state, or local law.

#### Time Off to Appear in Court

In addition to the information provided in the Jury Duty and Witness Leave policy in the Handbook, employees may take time off from work for the following reasons:

- To attend juvenile court proceedings when required to do so as the parent or guardian of the juvenile; or
- To comply with a valid subpoena to appear at a civil, criminal, legislative or administrative proceeding.

If employees give WFS notice of their intention to return to work after being released from a subpoena or attending a juvenile proceeding, they will usually be returned to the same

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position. Reemployment may be denied, however, if WFS's circumstances have changed, making reemployment impossible or unreasonable.

Employees may use available vacation time to receive pay during this leave, which is otherwise unpaid.

**Civic Duties**

Jury Duty

The Company provides necessary unpaid leave for employees to serve as jurors or grand jurors in any court in the United States. Employees are expected to provide the Company with as much notice as possible of the need to take leave under this policy. Employees must notify the immediate supervisor as soon as practical following service that they intend to return to work. Under Texas law, employees serving on juries or grand juries are protected from being threatened, intimidated, coerced, or discharged based upon their jury service or their attendance or scheduled attendance in connection with their service.

Voting

In circumstances where employees' work schedules do not provide two (2) hours of continuous off-duty time during the time polls are open, the Company will provide a reasonable amount of paid time off during scheduled work time, up to two (2) hours, for employees to vote. Employees who need time off to vote should notify their supervisor or Human Resources prior to an election day, and the Company requires such employees to submit proof of voting.

The Company reserves the right in its sole discretion to specify a time period during which the polls are open, for employees to leave work to vote. The Company will not retaliate against any employee on account of a vote cast for or against a candidate or ballot measure or because they refuse to reveal how they voted. Upon returning to work, the Company may ask for proof of having voted, such as a voting sticker.

**Political Leave**

The Company will not terminate or otherwise discriminate against employees if they take a leave from work to attend a precinct convention or attend a county, district or state convention as a delegate. Employees are expected to provide the Company with as much notice as possible of the need to take leave under this policy, including providing appropriate written documentation to support a leave request. Under Texas law, employees taking leave pursuant to this policy are protected from being threatened, intimidated, coerced, or discharged based upon their leave.

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Such leave is unpaid except that exempt employees will receive pay when required by applicable federal or state law. Employees may use available vacation time to receive pay during this leave.

**Military Leave**

The Company provides unpaid leave to employees who are members of the Texas state military forces or military forces of any other state. The term “Texas state military forces” include the Texas National Guard, the Texas State Guard, and any other active militia or military force organized under Texas law. Employees who are ordered to authorized military training or duty will not lose time, efficiency rating, vacation time, or any benefits because of taking leave. Employees who are members of the Texas state military forces and who are ordered to active state duty by the governor or other authority under Texas law will receive the same benefits and protections provided under certain provisions of the federal Uniformed Services Employment and Re-employment Rights Act (USERRA). Accordingly, if eligible employees are called to active duty, they are entitled to a leave of absence in accordance with the Military Leave Policy outlined in the WFS Handbook. Employees must provide written or actual notice to the Company as soon as practical after release from authorized military duty that they intend to return to work. Employees taking leave on account of orders to report for military training or duty are protected from being discharged based on their service.

**Leave for Participation in Emergency Evacuations**

The Company provides unpaid leave to employees to comply with an official emergency evacuation order, including a declaration of local disaster. Employees requesting time off under this policy should contact their supervisor as soon as possible. Under Texas law, employees will not be subject to termination, demotion, suspension, or any other adverse employment action for leaving work to participate in a general public evacuation ordered under an emergency evacuation order.

An emergency evacuation order is an official statement issued by the governing body of the state or of a political subdivision of the state recommending the evacuation of all or part of the population of an area stricken or threatened with a disaster.

Employees may use available vacation time to receive pay during this leave, which is otherwise unpaid.

**Foster Parent Parity**

The Company will provide foster parents with leave on the same terms and conditions as it does for other parents when needed to care for the illness or injury of their foster child.

***Exempt employees may be provided time off with pay for any of the above leaves when necessary to comply with state and federal wage and hour laws. Any employee who uses leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.***

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## TEXAS WAGE DEDUCTION AUTHORIZATION AGREEMENT

I understand and agree that my employer, WFS (“Company”), may deduct money from my pay from time to time for reasons that fall into the following categories:

1. my share of the premiums for the Company’s group medical/dental/vision plan;
2. any contributions I may make into a retirement or pension plan sponsored, controlled, or managed by the Company;
3. if my employer pays any insurance premiums or retirement system contributions ("Payments") on my behalf that I would normally make under the applicable Company benefit plan, the amount of such Payments made by the Company, such Payments being an advance of future wages payable to me;
4. if I take paid vacation or sick leave in advance of the date I would normally be entitled to it and I separate from the Company before accruing time to cover such advance leave, the value of such leave taken in advance that is not so covered;
5. the value of any time off for absences to which paid leave is not applied (except in the case of those who are paid a fixed salary for fluctuating workweeks, non-exempt salaried employees will have all such unpaid leave deducted from their salary, while exempt salaried employees will experience salary reductions only in units of a full day or week at a time, depending upon the exact nature of the absence, unless partial-day deductions are specifically allowed under federal law);
6. if I receive an overpayment of wages for any reason, repayment to the Company of such overpayments (the deduction for such a repayment will equal the entire amount of the overpayment, unless the Company and I agree in writing to a series of smaller deductions in specified amounts);
7. installment payments on loans or wage advances given to me by the Company, and if there is a balance remaining when I leave the Company, the balance of such loans or advances;
8. installment payments on loans based upon store credit that I use for my own personal purchases, including the value of merchandise or services that I purchase or have purchased for personal, non-business reasons using my employee charge account or credit card, an account or credit card assigned to another employee, or a general company account or credit card, regardless of whether such purchase was authorized, and if there is a balance remaining when I leave the Company, the balance of such store credit or charges;
9. the cost to the Company of personal long-distance calls I may make, or messages I may send, using Company phones (land lines or cell phones) or Company accounts, of personal faxes sent by me using Company equipment or Company accounts, or of non-work-related access to the Internet or other computer networks by me using Company equipment or Company accounts;

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- 10. the cost of repairing or replacing any Company supplies, materials, equipment, money, or other property that I may damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from the Company during my employment (except in the case of misappropriation of money by me, I understand that no such deduction will take my pay below minimum wage, or, if I am a salaried exempt employee, reduce my salary below its predetermined amount);
- 11. the cost of Company uniforms and of cleaning the uniforms (the Company will deduct only the actual price it pays for uniforms and cleaning costs);
- 12. the reasonable cost or fair value, whichever is less, of meals, lodging, and other facilities furnished to me by the Company in connection with my employment;
- 13. administrative fees in connection with court-ordered garnishments or legally required wage attachments of my pay, limited in extent to the amount or amounts allowed under applicable laws; and
- 14. any other items appropriate for WFS's specific situation – badges? Fines?).

I agree that the Company may deduct money from my pay under the above circumstances, or if any of the above situations occur. I further understand that the Company has stated its intention to abide by all applicable federal and Texas wage and hour laws and that if I believe that any such law has not been followed, I have the right to file a wage claim with appropriate Texas and federal agencies.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Employee's Name – Printed

\_\_\_\_\_  
Date

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## ACUERDO DE AUTORIZACIÓN DE DEDUCCIÓN SALARIAL DE TEXAS

Comprendo y acepto que mi empleador, WFS (la "Compañía"), puede ocasionalmente deducir dinero de mi pago por los motivos que se enmarcan en las siguientes categorías:

1. mi parte de las primas para el plan médico/dental/de la vista grupal de la Compañía;
2. cualquier contribución que pueda hacer a un plan de jubilación o pensión patrocinado, controlado o administrado por la Compañía;
3. si mi empleador paga alguna prima de seguro o contribución al sistema de jubilación ("Pagos") en mi nombre que yo normalmente haría en virtud del plan de beneficios de la Compañía aplicable, el monto de dichos Pagos realizados por la Compañía, siendo dichos Pagos un adelanto de los sueldos futuros pagaderos a mí;
4. si tomo vacaciones o licencia por enfermedad con goce de sueldo antes de la fecha en que normalmente tendría derecho a ellas y me desvinculo de la Compañía antes de acumular tiempo para cubrir dicha licencia por adelantado, el valor de dicha licencia tomada por adelantado que no está cubierto;
5. el valor de cualquier tiempo libre por ausencias a las que no se aplique la licencia con goce de sueldo (excepto en el caso de aquellos a quienes se les paga un salario fijo por semanas de trabajo fluctuantes, a los empleados asalariados no exentos se les deducirá toda licencia sin goce de sueldo de su salario, mientras que los empleados asalariados exentos experimentarán reducciones salariales solo en unidades de un día o una semana completos a la vez, según la naturaleza exacta de la ausencia, a menos que las deducciones de días parciales estén específicamente permitidas por la ley federal);
6. si recibo un pago en exceso de sueldos por cualquier motivo, el pago a la Compañía de dichos pagos en exceso (la deducción por dicho pago será igual al monto total del pago en exceso, a menos que la Compañía y yo acordemos por escrito una serie de deducciones más pequeñas en montos especificados);
7. pagos en cuotas sobre préstamos o anticipos de sueldo que me otorgue la Compañía, y si queda un saldo restante cuando abandono la Compañía, el saldo de dichos préstamos o anticipos;
8. pagos en cuotas sobre préstamos basados en el crédito de la tienda que uso para mis propias compras personales, incluido el valor de la mercancía o los servicios que compro o he comprado para fines personales, motivos no comerciales usando mi cuenta de cargos o tarjeta de crédito para empleados, una cuenta o tarjeta de crédito asignada a otro empleado, o una cuenta o tarjeta de crédito general de la

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Compañía, independientemente de si dicha compra fue autorizada, y si queda un saldo cuando dejo la Compañía, el saldo de dicho crédito o cargos de la tienda;

- 9. el costo para la Compañía de llamadas personales de larga distancia que pueda hacer, o mensajes que pueda enviar, utilizando teléfonos de la Compañía (líneas fijas o teléfonos celulares) o cuentas de la Compañía, de faxes personales enviados por mí utilizando equipos de la Compañía o cuentas de la Compañía, o de acceso no relacionado con el trabajo a Internet u otras redes informáticas por mí utilizando equipos de la Compañía o cuentas de la Compañía;
- 10. el costo de reparar o reemplazar cualquier suministro, material, equipo, dinero u otra propiedad de la Compañía que pueda yo dañar (que no sea el desgaste normal), perder, no devolver o tomar sin la autorización adecuada de la Compañía durante mi empleo (excepto en el caso de apropiación indebida de dinero por mi parte, comprendo que ninguna de esas deducciones hará que mi sueldo sea inferior al salario mínimo o, si soy un empleado asalariado exento, reducirá mi salario por debajo de su monto predeterminado);
- 11. el costo de los uniformes de la Compañía y de la limpieza de los uniformes (la Compañía deducirá solo el precio real que paga por los uniformes y los costos de limpieza);
- 12. el costo razonable o el valor razonable, el que sea menor, de comidas, alojamiento y demás facilidades que me proporcione la Compañía en relación con mi empleo;
- 13. honorarios administrativos en relación con embargos ordenados por un tribunal o embargos salariales de mi salario requeridos por ley, limitados a la cantidad o cantidades permitidas por la legislación aplicable; y
- 14. (cualquier otro elemento apropiado para la situación de su compañía).

Acepto que la Compañía puede deducir dinero de mi salario en las circunstancias anteriores, o si ocurre alguna de las situaciones anteriores. Asimismo, comprendo que la Compañía ha declarado su intención de cumplir con todas las leyes federales y de Texas aplicables sobre sueldos y horas, y que si considero que no se ha cumplido dicha ley, tengo derecho a presentar una reclamación de salario ante las correspondientes agencias federales y de Texas.

\_\_\_\_\_  
Firma del empleado

\_\_\_\_\_  
Nombre del empleado –en letra de imprenta

\_\_\_\_\_  
Fecha

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