



*Through Its Agent*



# **ASSIGNED EMPLOYEE HANDBOOK**



## **WELCOME TO EMPLOYER SOLUTIONS STAFFING GROUP LLC**

Although exciting, starting a new job can be overwhelming. This Employee Handbook has been developed to help you become familiar with our company and help answer many of your initial questions.

As an employee of Employer Solutions Staffing Group LLC, (hereafter referred to as "ESSG"), the importance of your contribution cannot be overstated. Our goal is to provide the finest-quality services to our clients and to do this more efficiently and economically than our competitors.

You are important to us and we are glad you have joined our team. We hope you will find your new position rewarding.

Cordially,

Chris Levine  
CEO

## **Explanation of Handbook**

This Employee Handbook contains information about the employment practices and policies of ESSG. We expect each employee to read this Handbook carefully, as it can be used as a valuable tool for understanding your position and the company. The policies outlined in the Handbook should be regarded as guidelines only, not as conditions of employment. Therefore, the policies included here are subject to change at any time, without further notice, at the discretion of the company. All such revisions, deletions or additions must be in writing and must be signed by an authorized agent of ESSG. No oral statements or representations can change the provisions of this Handbook. ESSG reserves the right to make decisions involving employment as needed in order to conduct its work in a manner beneficial to the employees, the clients and the company. This Handbook supersedes and replaces any and all prior employee Handbooks and inconsistent oral or written policy statements.

The provisions of this Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Handbook intended to create a contract guaranteeing that you will be employed for any specific time period.

**ESSG IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS HANDBOOK, EITHER YOU OR THE COMPANY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT – EXPRESS OR IMPLIED – WITH ANY EMPLOYEE FOR EMPLOYMENT OTHER THAN AT-WILL UNLESS THOSE AGREEMENTS ARE IN A WRITTEN CONTRACT SIGNED BY THE CEO OF ESSG.**

## **ABOUT YOUR ASSIGNMENT—**

- Be punctual, friendly and courteous. Observe the customer’s regulations regarding breaks, smoking and other procedures.
- Dress neatly and appropriately for the job. Your account manager will inform you of any dress requirements.
- Do not operate machinery, power equipment or customers’ vehicles without specific permission from your account manager at Employment Solutions, Inc. (hereafter referred to as “ESI”). Do not operate any equipment without first receiving proper safety instructions.
- Any misconduct while on assignment, such as insubordination, theft, fighting, refusal to follow directions from a supervisor, horseplay or unexcused absence may lead to immediate termination of your assignment, as well as termination from ESSG.

You will be paid weekly with legally required taxes and Social Security deductions withheld. **THIS IS THE LAW.**

Time cards **must be** turned into this office no later than Monday 10:00 a.m. in order for you to receive payroll the following Friday.

Remember, a supervisor’s signature is required on all time cards verifying the hours you have worked.

**NO TIME CARD, NO SIGNATURE =**  
**NO PAYROLL**

You will be paid overtime after you have worked 40 hours for that week.

**PLEASE ASK IF YOU DO NOT UNDERSTAND.** When your assignment ends, call our office to let us know of your availability for work.

Direct Deposit will occur on Friday.

## **Notification of Arkansas Law Requirement – Unemployment Acknowledgement**

*According to Arkansas Code section 11-10-513 (2) (A)*—An individual working as a temporary employee will be deemed to have voluntarily quit employment and will be disqualified for benefits under this subsection if upon conclusion of his or her latest assignment, the temporary employee without good cause failed to contact the temporary help firm for reassignment, provided that the employer advised the temporary employee at the time of hire that he or she must report for reassignment upon conclusion of each assignment and that unemployment benefits may be denied for failure to do so.

It is your responsibility to contact ESSG through Employment Solutions, Inc. for additional assignments once your assignment ends. If you fail to do so, it may affect your reemployment assistance benefits.

## **Policies and Procedures**

1. You must telephone your account manager within 10 days of your assignment ending, to advise us of your availability. You will be considered unavailable for work if we do not receive a telephone call from you within 10 days.
2. You must contact your onsite manager immediately if you are running late to your job assignment, or if you need time off from your job assignment for any reason.
3. You must turn in a time card that has been signed by our client/employer at the end of your work week or you will not be paid.
4. Our work week runs from Monday through Sunday. You must turn in your time card for the previous week by Monday at 10:00 AM or you will not be paid until the following week. No payroll will be released unless the **original white copy of your timecard which has been signed by the client** is received in our office.

**Direct Deposit will be available on Friday for hours worked the previous week unless otherwise notified**

5. You must inform us of any telephone changes and/or address changes.
6. It is your responsibility to inform ESI of any problems you may have on your job assignment. Remember that **EMPLOYER SOLUTIONS STAFFING GROUP IS YOUR EMPLOYER, not** the supervisor at your job site.

## **THE FOLLOWING WILL RESULT IN DISCIPLINARY ACTION UP TO AND INCLUDING IMMEDIATE TERMINATION:**

7. If you are a “No Call/No Show” for your assignment, it is grounds for dismissal.
8. You must provide us with documentation/proof of absence for being absent, arriving later than your assigned work hours, or leaving earlier than your assigned hours at your job assignment.
9. **Under no circumstances** will you log onto the Internet at a client’s site for any reason, unless you have the client’s express approval in writing.
10. You must always dress properly; you will be informed of what you need to wear. You must also report to work in clean clothes; it is required to bathe or shower and not be hygienically offensive.
11. Any form of verbal or physical abuse in association with your assignment is grounds for immediate termination at the discretion of your account manager at ESI.
12. ESSG prosecutes employees for forgery, altered timecards, and/or theft. Penalties up to \$5,000 and/or imprisonment can be enforced.
13. **Absolutely no personal telephone calls** while you are on the premises of your job assignment.
14. No Cell Phone Usage including, but not limited to, text. Cell phones are to be kept out of site, no exceptions.

## **Disciplinary Measures**

Disciplinary action is sometimes necessary in the work context to maintain an orderly, efficient, and productive business enterprise. ESSG, via ESI, may take disciplinary action against an employee for any violation of company rules or policies, including the policies outlined in this handbook, or for any other action by the employee which is deemed detrimental to the interests of ESSG or ESI. Disciplinary decisions rest solely in the discretion of the employee’s supervisors, immediate or otherwise, and discipline will be tailored to fit the violation in every instance.

Items that will lead to disciplinary action, up to and including termination, include:

- Tardiness
- Absenteeism (without proper authority)
- Failure to follow ESSG policies, including those outlined in this handbook

- Theft or embezzlement of company or client property
- Incompetence or refusal to perform work assignments
- Insubordination
- Use of illegal drugs
- Coming to work intoxicated on drugs or alcohol
- Poor attitude
- Lying
- Harassment, discrimination, or any other action prohibited by this handbook or federal or state law
- Any other conduct deemed harmful to ESSG or ESI

This list is not intended to be all-inclusive, but merely outline some common behavior that ESSG deems unacceptable. All of the above-listed behavior may be deemed by ESSG as cause for termination.

Upon determination by a supervisor that an employee should be disciplined, the supervisor may employ ESSG's disciplinary procedure, outlined below in order of least severe to most severe:

1. Issuance of a verbal reminder, caution, or reprimand.
2. Issuance of a written warning, placed in the employee's file.
3. Docking of the employee's pay.
4. Demotion of the employee.
5. Suspension of the employee.
6. Termination of the employee.

The supervisor imposing discipline shall determine the appropriate punishment, subject to review by ESSG, via senior management of ESI. ESSG is not required to impose the discipline above from least to most severe, but may impose any discipline listed above for any violation, including a first-time violation.

## **Statement of Employee Responsibility**

I understand that my continued employment with the company is based largely upon my ability to work per diem assignments. I understand that when I accept an assignment it is my duty to work that assignment from start to finish. Leaving an assignment without notice or permission will be considered abandonment and may be cause for dismissal.

## **Statement of Resignation**

The company will accept the following conditions as an immediate resignation of an employee if the employee:

- Does not report for a scheduled shift

- Is involved in any unethical or illegal act while on assignment for the company
- Is tardy for assignments more than 3 times in a 60-day period
- Cancels a previously scheduled shift more than 3 times in a 60-day period

## **Additional Procedures**

- If you get lost, are going to be late, or are unable to report to your assignment for any reason, **call your supervisor as soon as you know, with as much notice as possible.**
- If you have problems or concerns while working on the job, be sure to contact your supervisor. **Never** walk off or leave the job. Any questions or problems regarding your assignment can be addressed by calling an account manager at ESI.
- Notify your supervisor immediately of changes to your address, telephone number or tax exemptions.
- On or before the last day of an assignment, always return any security badge and/or other company property issued to you by Employment Solutions and/or the client site. Failure to do so may be viewed as criminal conversion of property.

## ***Your Employee Responsibilities and Rights***

Although the federal Occupational Safety & Health Administration (OSHA) does not cite employees for violations of their responsibilities, each employee is required to comply with occupational safety and health standards and all rules, regulations, and orders under federal law that are applicable to his/her own actions and conduct.

### **Responsibilities**

As an employee, you should:

- Read the OSHA poster at the job site.
- Comply with all applicable OSHA standards.
- Follow all employer safety and health rules and regulations, and wear or use prescribed protective equipment while engaged in work.
- Report hazardous conditions to the supervisor.
- Report any job-related injury or illness to the employer, and seek treatment promptly.
- Cooperate with the OSHA investigator conducting an inspection if he or she inquires about safety and health conditions in your workplace.
- Exercise your rights under the Act in a responsible manner.

## **Rights**

As an employee, you have the right to:

- Review copies of appropriate OSHA standards, rules, regulations, and requirements that the client/employer should have available at the workplace.
- Request information from your client/employer on safety and health hazards in the area and precautions that may be taken, and on procedures to be followed if an employee is involved in an accident or is exposed to toxic substances.
- Request that the Regional OSHA office conduct an inspection if you believe hazardous conditions or violations or standards exist in your workplace.
- Have your name withheld from your employer, upon request to OSHA, if you file a written and signed complaint.
- Be advised of OSHA actions regarding your complaint and have an informal review, if requested, of any decision not to inspect or to issue a citation.
- Have your authorized employee representative accompany the OSHA investigator during the inspection tour.
- Respond to questions from the OSHA investigator particularly if there is no authorized employee representative accompanying the compliance officer.
- Be paid for any time you spend on OSHA inspection activity.
- Observe any monitoring or measuring of hazardous material and have the right to see these records as specified under the statutes.
- Have your authorized representative, or yourself, review the Log and Summary of Occupational injuries at a reasonable time and in a reasonable manner.
- Request a closing discussion with the compliance officer following an inspection.
- Refuse any position offered to you because of lack of training that is required.

## **What Every Employee Should Know—**

In order to succeed on all assignments, be sure to obtain the following pieces of information prior to the beginning of your assignment:

1. Job description; be sure you are able to perform all of the duties required for the position.
2. Job assignment days, hours, and duration; do not accept a position unless you are able to attend for all scheduled hours and days.
3. Pay rate.
5. The name of the person you need to report to when you arrive.
6. Dress code; it is important that you dress appropriately for all assignments; your clothing should not interfere with your ability to effectively perform the job assigned.

7. Time card collection procedure; find out whether you need to mail in your time card or have the client fax it in for you.
8. The location of the lunch and break facilities.
9. The parking lot designated for employees in your assigned department.

## **Attendance Policy**

Your attendance is extremely important to the operation of the company to which you are assigned. Please be at work for all of your scheduled hours and shifts. If you must miss work, please call your supervisor to which you are assigned to give notice as soon as you know that you will not be able to attend your shift. The sooner you let your supervisor know you will not be attending a shift the better!

If an employee is consistently late and/or absent he/she will be terminated due to poor attendance. In many instances, you could be terminated after one absence. Examples of unexcused absence/ tardiness (even if notice is given) include, but are not limited to:

- ~ **No show/No call**
- ~ **No gas money**
- ~ **Court dates (if you do not call in and pre-arrange the absence)**

### **Exceptions**

Exceptions may be made to this policy in management's discretion.

## **Vacation Time**

Full time employees are entitled to 1 week of vacation time upon completion of one year of consecutive employment (1800 hours) with ESSG (calculated by the employee's anniversary date). Vacation hours earned will be determined by average hours worked in the previous year. Vacation time expires at the end of each year of employment, and may not be carried over

Employees will be paid when taking vacation time, however, vacation time may not be used in conjunction with overtime. Employees must request vacation time in at least one week in advance. ESI Supervisors have discretion to determine when vacation time may be taken by employee.

Part-time employees do not accrue vacation time.

## **Paid Holidays**

All Full-time hourly employees will be paid regular hourly rates (based upon an 8-hour work day) for company holidays, after 6 months of consecutive employment with ESSG. The dates listed under “Holidays” in this handbook are considered the company holidays.

An employee will only receive pay for a company holiday if he or she works both the business day immediately preceding the holiday (or day on which the holiday is celebrated) and the business day immediately after the holiday (or the day on which the holiday is celebrated).

**Part-time employees are not entitled to paid holidays**

## **Holidays**

Employment Solutions, Inc. observes the following holidays, during which Employment Solutions, Inc. corporate offices will be closed: New Year’s Day, Memorial Day, Independence Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve, and Christmas Day. These company holidays will be celebrated on the dates on which they normally occur, or as determined by Employment Solutions, Inc.

management. Employment Solutions, Inc. management will determine on which dates company holidays will be celebrated, and will inform all employees in advance.

If the Client Company does not celebrate an Employment Solutions, Inc. holiday, the Off-side Employee must be required to work; Off-Site Employees will be paid at regular pay rates for those days. If the Client Company is closed for a holiday not celebrated by Employment Solution, Inc., the Off-Site Employee may not be permitted to work that day. Any such holidays will be taken without pay.

## **Fraternization**

Employees are not permitted to date other ESSG employees or Client Company employees including, but not limited to, direct supervisors or supervisors of other departments.

## **Equal Employment Opportunity Statement**

It has and will continue to be the policy of ESSG that it shall be an equal opportunity employer. To assure full implementation of this policy, ESSG shall act affirmatively to assure that it will—

- \* Recruit, hire and promote for all job classifications without regard to race, religion, ancestry, creed, color, national origin, sex, age, marital or parental status, disabilities, sexual and affectional preference, veteran status, or any other protected classification.
- \* Base decisions on employment solely upon an individual's ability to perform the requirements of the position being filled.
- \* Base decisions on promotion solely upon an individual's ability to perform the requirements of the position they are assigned.
- \* Ensure that all other personnel actions such as compensation, benefits, transfers, layoffs, returns from layoff, company sponsored training programs, education, social and recreational programs will be administered without regard to race, religion, ancestry, creed, color, national origin, sex, age, marital or parental status, disabilities, sexual and affectional preference, veteran status, or any other protected classification.

## **Americans with Disabilities Act Amendments Act**

ESSG is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities, which may include providing reasonable accommodation where appropriate. In general, it is your responsibility to notify ESSG of the need for an accommodation. Upon doing so, ESSG may ask you for your insight or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals.

## **Affordable Care Act**

ESSG complies with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations. An employee's eligibility for participation in ESSG's qualified ACA plan is governed by applicable law and the terms of the relevant plan document.

## **Federal Family and Medical Leave Act**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition, granted for length of incapacity only. ; or
- for a serious health condition that makes the employee unable to perform the employee's job.
- a qualifying situation that may arise for a parent's, child's, or spouse's active duty or call to active duty in support of a contingency operation, or up to a maximum of twenty-six (26) weeks in a case involving leave to care for a qualifying recovering parent, child, spouse or next of kin (nearest blood relative) who is a service member in the Armed Forces.\*The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition."

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

## **ANTI-HARASSMENT POLICY**

It is the policy of ESSG and ESI that all employees should be able to enjoy a work environment free from all forms of discrimination, including harassment. As such, both are committed to vigorously enforcing their Anti-Harassment Policy. This policy applies to all employees of the organization (without regard to position) and individuals not directly connected to ESSG (e.g., an outside vendor, consultant, customer or guest). Title VII of the Civil Rights Act of 1964 and applicable state human rights statutes prohibit employment discrimination based on race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with employment, real estate transactions, access to financial credit, and the availability of public accommodations, as well as on the basis of citizenship status.

Harassment is considered a form of discrimination and is specifically included among the prohibitions under Title VII of the Civil Rights Act of 1964 and applicable state human rights statutes. In addition, retaliation or reprisal taken against anyone who has expressed concern about harassment or discrimination against the individual raising the concern is illegal.

The Equal Employment Opportunity Commission (EEOC) and the applicable state human rights agencies have defined sexual harassment as “unwelcome sexual advances, requests for sexual favors, sexual comments, or other verbal or physical acts of a sexual or sex-based nature including, but not limited to drawings, pictures, jokes, and/or teasing where (1) submission to such conduct is made either explicitly or implicitly a term or a condition of an individual’s employment; (2) an employment decision is based on an individual’s acceptance or rejection of such conduct; or (3) such conduct interferes with an individual’s work performance or creates an intimidating, hostile or offensive working environment.”

The Anti-Harassment Policy prohibits harassment and/or retaliation by any individual employed by, doing business with or for, or visiting ESI or ESSG. Employees who believe they have been the subject of harassment and/or retaliation or an employee who may have been witness to harassment and/or retaliation must report the incident immediately. Information and/or allegations must be reported to a manager of ESI and/or ESSG (**by telephoning 866-496-7573 or 952-835-1288**). Only those who have an immediate need to know, including the alleged target of harassment or retaliation, the alleged harassers or retaliators, and any witnesses may find out the identity of the complainant. All individuals contacted in the course of an investigation will be advised that all persons involved in a charge are entitled to respect and that any retaliation or reprisal against an individual who is an alleged target of harassment or retaliation, who has made a complaint, or who has provided information in connection with a complaint, is a separate violation of ESSG’s policy. All information will be disclosed only on a need-to-know basis to allow ESSG to investigate and resolve the incident. ESSG and ESI recognize the serious nature of harassment and therefore will endeavor to protect the employee who may have been subjected to harassment, any witnesses and the party against whom allegations have been filed to every possible extent.

Harassment is unlawful and has a negative impact on employees. Violation of the Anti-Harassment Policy will not be tolerated by ESSG and may result in discipline up to and including termination. Offensive acts or conduct have no legitimate business purpose; accordingly, any employee, regardless of his/her position within ESSG, who it is determined has engaged in such conduct will be made to bear the full responsibility for such unlawful conduct.

## **Payroll**

If you detect an error on your payroll, report it to ESI immediately. We will assist you in taking the steps necessary to correct the error.

## **Workers' Compensation**

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your ESI Supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead or contribute to an employee accident. Additionally, ESI and ESSG will attempt to provide a reasonable accommodation that is medically necessary, feasible and does not impose an undue hardship on the company as prescribed by applicable federal or state law.

## **Workweek**

Because of the nature of our business, your work schedule may vary depending on your position. ESI's normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Thursday, 8:00 a.m. to 4:30 p.m. Friday. Check with your ESI supervisor if you have questions about your hours of work at your assignment.

## **Workplace Violence**

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to company property in the event someone, for whatever reason, may be unhappy with a company decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor immediately. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee, supervisor or visitor to our premises, contact an emergency agency (911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual case of workplace violence.

Violations of this policy, including your failure to report or fully cooperate in the company's investigation, may result in disciplinary action, up to and including immediate discharge.

## **Keeping the Workplace Clean**

Good work habits and a neat place to work are essential to job safety and efficiency it shows respect for fellow employees and your employer. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to your Supervisor.

## **Substance Abuse Policy**

ESSG has vital interest in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the clients we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued employment with us the following substance abuse policy.

Employees are prohibited from reporting to work or working while using illegal or unauthorized drugs. Employees are prohibited from reporting to work, or working when the employee uses any drugs, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.

Additionally, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal drugs and alcohol in the workplace including: on company paid time, on company premises, in company vehicles or while engaged in company activities. Employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are also prohibited from consuming alcohol or any drugs during working hours, including meal and break periods.

Your employment or continued employment with ESSG is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge. Furthermore, any employee who violates this policy who is subject to termination, may be permitted in lieu of

termination, at the company's sole discretion, to participate in and successfully complete an appropriate treatment, counseling or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment and in accordance with applicable federal, state and local laws. The company assures that any information concerning an individual's drug or alcohol use will remain confidential.

Consistent with its fair employment policy, ESSG maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their drug or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. ESSG will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with the company's policies and applicable federal, state or local laws.

ESSG further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy, including, but not limited to, the inspection of company issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the company has reasonable suspicion to believe that the employee has violated this substance abuse policy.

**This policy represents management's guidelines only and should not be interpreted as a contract of employment.**

## **Safety Program----**

ESSG's excellent safety record is no accident! ESSG is committed to your safety, and we make it one of our top priorities. Our commitment includes providing general safety guidelines to all ESSG employees. Through ESSG's Injury and Illness Prevention Program, it is our goal to provide an accident-free, safe work environment for all employees. The establishment and assurance of safe working conditions is a shared responsibility of ESSG and employees from all levels of the company. ESSG is committed to doing everything within its control to assure a safe work environment and comply with Federal and State safety regulations.

Your initial safety training will be given to you the first time you come to our staffing offices. At the time you accept an assignment, you will receive additional safety instructions as part of the necessary assignment briefing. Since most job assignments are given by telephone, these safety instructions could be verbal or was given by instructional DVD at time of application process. Our customer will be responsible for your job specific safety training, as well as providing you with information on any hazardous chemicals to which you may be exposed, and their emergency evacuation procedure.

## **Safety Guidelines**

Check with your work site supervisor about any special safety regulations that are specifically applicable to the job you will be doing.

- ✓ Use all safety and personal protective equipment (PPE) issued to you for your job (i.e., hard hats, gloves, safety glasses, ear protection, etc.)
- ✓ Observe all safety precautions and review posted emergency plans.
- ✓ Determine the location of exits, fire extinguishers, and first-aid kits in case an emergency arises.
- ✓ Ensure that you are familiar with emergency procedures and rules for evacuation.
- ✓ Keep all walkways clear.
- ✓ Be sure flammable and toxic substances are properly stored and handled.
- ✓ Use chemicals carefully and be sure to read labels.
- ✓ When lifting, bend your knees and use your leg muscles, **NOT** your back. Know your limits and get help for heavy loads.
- ✓ Do not overload electrical circuits with double or triple plugs. Report any frayed or damaged electrical cords.
- ✓ Always use the proper tools and return them to their place when finished.
- ✓ Pick up or clean anything dropped on the floor.
- ✓ Never run--always walk. When using stairs, hold onto the handrails.
- ✓ Falls are the most common injury. Pay attention to slip, trip, and fall hazards.
- ✓ Use proper equipment and clothing if working around welding or flame-cutting operations.

On long-term assignments, our clients will include you in their safety program along with their own employees. Should you be required to work with hazardous chemicals or if you will be exposed to them, you will be provided with the following:

- ✓ Training which involves the type of exposure and associated hazards.
- ✓ Personal Protective Equipment (PPE) and training on proper usage.
- ✓ Location of Safety Data Sheets (SDS) which cover information on any chemicals to which you are being exposed.
- ✓ Open-toe shoes, excessively loose clothing, and excessive or dangling jewelry are prohibited for your safety.
- ✓ Horseplay, throwing things, and fighting at work will not be tolerated.
- ✓ When it is necessary to access high shelves, use an approved ladder or step stool.
- ✓ Do not use chairs or boxes to stand on.
- ✓ Check all machinery for working safety valves and on/off switches.
- ✓ **DO NOT** use non-prescription drugs and/or drink alcohol on the job. The use, sale or possession of non-prescription drugs and/or alcohol is strictly prohibited to ensure your safety and the safety of your co-workers.

## **ESSG WORKPLACE SAFETY POLICY**

It is ESSG's policy that all employees should be able to enjoy a hazard free and safe work environment. It is ESSG's duty to:

- (1) Ensure that its clients provide you with a workplace free from serious recognized hazards and comply with standards, rules and regulations issued under the OSH Act.
- (2) Ensure that its clients perform a job hazard assessment in order to identify and eliminate potential safety and health hazards and to determine necessary training and protections for employees at the facility.
- (3) Make sure employees have and use safe tools and equipment.
- (4) Establish or update operating procedures and communicate them so that employees follow safety and health requirements.
- (5) Provide safety training in a language and vocabulary workers can understand.

ESSG is committed to vigorously enforcing its OSHA Compliance Policy.

To help ensure a safe workplace, you have certain responsibilities too, which include the following:

- Responsibility to work in compliance with OSHA laws and regulations
- Responsibility to use personal protective equipment and clothing as directed by the host employer
- Responsibility to report workplace hazards and dangers
- Responsibility to work in a manner as required by the employer and use the prescribed safety equipment.

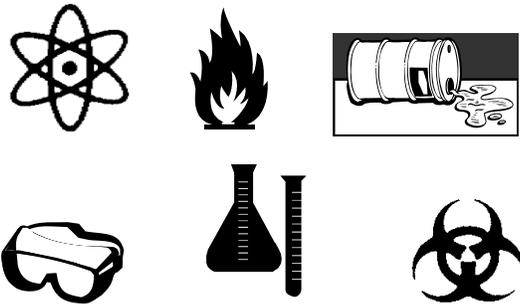
You have the following basic rights:

- Right to refuse unsafe work
- Right to know or be informed about actual and potential dangers in the workplace
- Right to review copies of appropriate standards, rules, regulations and requirements that the host employer is required to have available at the workplace.
- Right to request information about safety and health hazards in the workplace, appropriate precautions to take, and procedures to follow if involved in an accident or exposed to hazardous substances
- Right to gain access to relevant personal exposure and medical records.

You can have your name withheld from the host employer and any other entity, by request, if you sign and file a written complaint. You can request to be advised of OSHA actions regarding a complaint, and request an informal review of any decision not to inspect the site or issue a citation. And, you can file a complaint if you are

punished or discriminated against for acting as a “whistleblower” under the OSH Act or 13 other federal statutes for which OSHA has jurisdiction, or for refusing to work when faced with imminent danger of death or serious injury and there is insufficient time for OSHA to inspect. Retaliation or reprisal taken against anyone who has expressed concern about workplace safety is illegal.

If you believe that your right to a safe workplace has been violated, you can make a report to a manager of the host worksite employer and/or ESSG (by telephoning **952.835.1288/1.866.496.7573**) and asking for the ESSG Safety Director. You can also contact OSHA directly with any concern. ESSG recognizes the serious nature of ensuring workplace safety will endeavor to protect any employee who may have been subjected to unsafe or hazardous worksite conditions.



***Remember—***  
**Safety**  
**Begins with YOU!**

**Receipt of Employee Handbook and Employee-At-Will Statement**

This is to acknowledge that I have read and have access to a copy of the Employer Solutions Staffing Group LLC (ESSG) Assigned Employee Handbook and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities and obligations of my employment with the company. I understand and agree that it is my responsibility to abide by the rules, policies and standards set forth in the Handbook.

I also acknowledge that my employment with ESSG is not for a specified period of time and can be terminated at any time for any reason, with or without cause or notice, by me or by the company. I acknowledge that no oral or written statements or representations regarding my employment can alter the foregoing. I also acknowledge that no manager or employee has the authority to enter into an employment agreement, express or implied, providing for employment other than at-will.

**I also acknowledge that, except for the policy of at-will employment, ESSG reserves the right to revise, delete and add to the provisions of this Employee Handbook. All such revisions, deletions or additions must be in writing and must be signed by the CEO of the company. No oral statements or representations can change the provisions of this Handbook. I also acknowledge that, except for the policy of at-will employment, terms and conditions of employment with the company may be modified at the sole discretion of the company, with or without cause or notice, at any time. No implied contract concerning any employment-related decision, term of employment or condition of employment can be established by any other statement, conduct, policy or practice.**

**I understand the foregoing agreement concerning my at-will employment status and the company's right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and ESSG concerning the duration of my employment, the circumstances under which my employment may be terminated and the circumstances under which the terms and conditions of my employment may change. I further understand that this agreement supersedes all prior agreements, understandings and representations concerning my employment with the company.**

If I have questions regarding the content or interpretation of this Handbook, I will bring them to the attention of ESSG or ESI.

DATE: \_\_\_\_\_

EMPLOYEE  
NAME: \_\_\_\_\_

EMPLOYEE  
SIGNATURE: \_\_\_\_\_