



# **Employment Solutions Inc**

## **Assigned Employee Handbook**

# TABLE of CONTENTS

<b>CORE POLICIES.....</b>	<b>4</b>
1.0 WELCOME.....	4
1.1 A Welcome Policy.....	4
1.2 At-Will Employment.....	4
2.0 INTRODUCTORY LANGUAGE AND POLICIES.....	5
2.1 Employee Guidelines.....	5
2.2 Ethics Code.....	5
2.3 Revisions to Handbook.....	6
2.4 Statement of Employee Responsibility.....	6
3.0 HIRING AND ORIENTATION POLICIES.....	6
3.1 Conflicts of Interest.....	6
3.2 Definition of Employee Categories.....	6
3.3 Disability Accommodation.....	6
3.4 EEO Statement and Nonharassment Policy.....	7
3.5 Employment Authorization Verification.....	9
3.6 Job Descriptions.....	9
3.7 Regular Full-Time Personnel.....	9
3.8 Regular Part-Time Personnel.....	9
3.9 Religious Accommodation.....	9
4.0 WAGE AND HOUR POLICIES.....	10
4.1 Accommodations for Nursing Mothers.....	10
4.2 Attendance.....	10
4.3 Direct Deposit.....	10
4.4 Exempt Personnel.....	10
4.5 Nonexempt Personnel.....	10
4.6 Introduction to Wage and Hour Policies.....	10
4.7 Job Abandonment.....	11
4.8 Meal and Rest Periods.....	11
4.9 Overtime.....	11
4.10 Pay Period.....	11
4.11 Recording Time.....	11
5.0 PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION.....	12
5.1 Criminal Activity/Arrests.....	12
5.2 Disciplinary Process.....	12
5.3 Open Door/Conflict Resolution Process.....	13
5.4 Pay Raises.....	13
5.5 Post-Employment References.....	13
5.6 Resignation Policy.....	13
5.7 Standards of Conduct.....	14
5.8 Workforce Reductions (Layoffs).....	15
6.0 GENERAL POLICIES.....	15
6.1 Access to Personnel and Medical Records Files.....	15
6.2 Client Company Computer Security and Copying of Software.....	15
6.3 Fraternalization.....	16
6.4 Nonsolicitation/Nondistribution Policy.....	16
6.5 Payroll Advances and Loans.....	16
6.6 Personal Appearance.....	16
6.7 Personal Cell Phone/Mobile Device Use.....	17
6.8 Personal Data Changes.....	17
6.9 Social Media.....	17
6.10 Third Party Disclosures.....	19
6.11 Use of Company Technology.....	19
6.12 Workplace Privacy and Right to Inspect.....	20
7.0 BENEFITS.....	20
7.1 Bone Marrow and Organ Donation Leave.....	20
7.2 COBRA.....	20
7.3 Crime Victim Leave.....	20
7.4 Dental Insurance.....	21
7.5 Employee Assistance Program (EAP).....	21
7.6 Family and Medical Leave (FMLA).....	21
7.7 Jury Duty Leave.....	25
7.8 Health Insurance.....	25
7.9 Holidays.....	26
7.10 Personal Leave of Absence.....	26
7.11 Unemployment Compensation Insurance.....	27
7.12 Vacation.....	27
7.13 Vision Care Insurance.....	28
7.14 Voting Leave.....	28
7.15 Workers' Compensation Insurance.....	28

7.16 Military Leave (USERRA).....	29
<b>8.0 SAFETY AND LOSS PREVENTION.....</b>	<b>29</b>
8.1 Drug and Alcohol Policy.....	29
8.2 General Safety.....	29
8.3 Workplace Smoking.....	30
8.4 Workplace Violence.....	30
<b>9.0 TRADE SECRETS AND INVENTIONS.....</b>	<b>31</b>
9.1 Confidentiality and Nondisclosure of Trade Secrets.....	31
9.2 Inventions.....	31
<b>CLOSING STATEMENT.....</b>	<b>32</b>
<b>ACKNOWLEDGMENT OF RECEIPT AND REVIEW.....</b>	<b>33</b>

# Core Policies

## 1.0 Welcome

### 1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with Employment Solutions Inc will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact Management.

We wish you success in your employment here at Employment Solutions Inc!

All the best,

Billy Mountjoy, President  
Employment Solutions Inc

### 1.2 At-Will Employment

Your employment with Employment Solutions Inc is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the President has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the President.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

This policy may not be appropriate in its entirety for employees working in Montana.

## **2.0 Introductory Language and Policies**

### **2.1 Employee Guidelines**

- Employees must turn in a time sheet that has been signed by your Client Company Supervisor at the end of your work week or you will not be paid. Employees must turn in your time sheet 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 time sheet which has been signed by the Client Company is received in our office.
- Employees must inform the Payroll Admin of any telephone changes and/or address changes.
- It is the employees responsibility to inform Employment Solutions Inc of any problems you may have on your job assignment. Remember that EMPLOYER SOLUTIONS INC IS YOUR EMPLOYER, not the Client Company Supervisor at your job site.

### **Additional Procedures**

- If you get lost, are going to be late, or are unable to report to your assignment for any reason, call your Client Company 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 Client Company supervisor. Never walk off or leave the job. Any questions or problems regarding your assignment can be addressed by calling your Staffing Coordinator at Employment Solutions Inc.
- 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.

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

- If you are a "No Call/No Show" for your assignment, it is grounds for dismissal.
- 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.
- 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.
- 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.
- Any form of verbal or physical abuse in association with your assignment is grounds for immediate termination at the discretion of your Staffing Coordinator at Employment Solutions Inc.
- Employment Solutions Inc prosecutes employees for forgery, altered timecards, and/or theft. Penalties up to \$5,000 and/or imprisonment can be enforced.
- Absolutely no personal telephone calls while you are on the premises of your job assignment.
- No Cell Phone Usage including, but not limited to, text. Cell phones are to be kept out of site, no exceptions.

### **2.2 Ethics Code**

Employment Solutions Inc will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Company.

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales

records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

## **2.3 Revisions to Handbook**

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Employment Solutions Inc policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

## **2.4 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.

## **3.0 Hiring and Orientation Policies**

### **3.1 Conflicts of Interest**

Employment Solutions Inc is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company or Client Company, you must disclose it to your Client Company Supervisor and Staffing Coordinator. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

### **3.2 Definition of Employee Categories**

**On-Site Employee:** Employment Solutions Inc employees assigned to work in the Employment Solutions Inc corporate offices.

**Off-Site Employee:** Employment Solutions Inc employees assigned to work in a clients company office.

**Client Company Supervisor:** The person or persons directly managing or to whom Off-Site employees report to in a clients office.

**Client Company:** A client of Employment Solutions Inc to whom an Off-Site Employee is assigned.

### **3.3 Disability Accommodation**

Employment Solutions Inc complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Client Company Supervisor and Staffing Coordinator. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against employees for requesting an accommodation.

### **3.4 EEO Statement and Nonharassment Policy**

#### Equal Opportunity Statement

Employment Solutions Inc is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Client Company Supervisor or any other designated member of management.

#### Policy Against Workplace Harassment

Employment Solutions Inc has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

## Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as 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 unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

## Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

## Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Billy Mountjoy, President, at [billym@employment-solution.com](mailto:billym@employment-solution.com) or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective



action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

### **3.5 Employment Authorization Verification**

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Employment Solutions Inc. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Client Company Supervisor.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

### **3.6 Job Descriptions**

Employment Solutions Inc attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your Staffing Coordinator.

Job descriptions prepared by the Company serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to employees.

If you have any questions regarding your job description or the scope of your duties, please speak with your Client Company Supervisor and Staffing Coordinator.

### **3.7 Regular Full-Time Personnel**

Regular full-time employees are those who have completed their introductory period and are regularly scheduled to work 35 or more hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to employees at Employment Solutions Inc are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

### **3.8 Regular Part-Time Personnel**

All employees who work fewer than 35 hours per week are considered part time. Part-time employees are not eligible for Employment Solutions Inc benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

### **3.9 Religious Accommodation**

Employment Solutions Inc is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you require a religious accommodation, speak with your Client Company Supervisor or Staffing Coordinator.

## **4.0 Wage and Hour Policies**

### **4.1 Accommodations for Nursing Mothers**

Employment Solutions Inc will provide nursing mothers reasonable unpaid break time to express milk for their infant child(ren) for up to one year following the child's birth.

If you are nursing, the Company will make reasonable efforts to provide you a private, secure, and sanitary room or other location in close proximity to the work area, other than a restroom, to express milk. The room will be clearly designated and either have a lock or a sign on the door to indicate when the room is in use.

Expressed milk can be stored in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

The break time must, if possible, run concurrently with any break time already provided to you. You are encouraged to discuss the length and frequency of these breaks with your Client Company Supervisor.

### **4.2 Attendance**

Employees are expected to be present at their assigned positions promptly during the Client Company's operating hours. If you know ahead of time that you will be absent or late, provide reasonable advance notice to your Client Company Supervisor both at Employment Solutions Inc and the Client Company. Employees must call before his or her scheduled time for reporting to work and must call each day of absence. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Employment Solutions Inc reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

### **4.3 Direct Deposit**

Employment Solutions Inc encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask the Payroll Admin for an application form.

If you have selected the direct deposit or the paycard option you can view your check stubs on our payroll site.

### **4.4 Exempt Personnel**

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Client Company Supervisor for clarification.

### **4.5 Nonexempt Personnel**

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Client Company Supervisor for clarification.

### **4.6 Introduction to Wage and Hour Policies**

At Employment Solutions Inc, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your Staffing Coordinator.

## **4.7 Job Abandonment**

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of two consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Employment Solutions Inc.

## **4.8 Meal and Rest Periods**

Employment Solutions Inc strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Client Company Supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Client Company Supervisor know; in addition, notify your Client Company Supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

## **4.9 Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Client Company Supervisor.

At certain times Employment Solutions Inc may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **4.10 Pay Period**

At Employment Solutions Inc, the standard pay period is weekly for all employees. Pay dates are on Friday. If a pay date falls on a holiday, you will be paid on the preceding workday.

The pay period begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday.

Review your paycheck for accuracy. If you find an issue, report it to the Payroll Admin immediately.

## **4.11 Recording Time**

Employment Solutions Inc is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using Company time sheets. Exempt employees may also be required to track days or time worked. Speak with your Client Company Supervisor for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Time sheets are to be turned in to your Staffing Coordinator or appropriate department no later than Monday by 10:00 a.m.

If you are required to clock in, you should clock in no more than five minutes ahead of your start time and clock out no later than five minutes after your quitting time.

Notify your Staffing Coordinator or the Payroll Admin of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to the Payroll Admin any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

## **5.0 Performance, Discipline, Layoff, and Termination**

### **5.1 Criminal Activity/Arrests**

Employment Solutions Inc will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

### **5.2 Disciplinary Process**

Violation of Employment Solutions Inc policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis. Employment Solutions Inc may take disciplinary action against an employee for any violation of company rules or the rules and policies prescribed by the Client Company.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Staffing Coordinator will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

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

- Tardiness
- Absenteeism (without proper authority)
- Failure to follow Employment Solutions, Inc. 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 Employment Solutions Inc

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

### **5.3 Open Door/Conflict Resolution Process**

Employment Solutions Inc strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Staffing Coordinator and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your Client Company Supervisor and Staffing Coordinator at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Client Company Supervisor. If you have already brought this matter to the attention of your Client Company Supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to your Staffing Coordinator or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

### **5.4 Pay Raises**

Depending on financial health and other Company factors, efforts will be made to give pay raises consistent with Employment Solutions Inc profitability, job performance, and the consumer price index. The Company may also make individual pay raises based on merit or due to a change of job position.

### **5.5 Post-Employment References**

Employment Solutions Inc policy is to confirm dates of employment, job title and if the person is eligible for re-hire. With written authorization, the Company will confirm compensation. Forward any requests for employment verification to the Staffing Coordinator.

### **5.6 Resignation Policy**

Employment Solutions Inc hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

**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 2 times in a 60-day period

#### **Notice**

The Company requests that you provide a minimum of two weeks' notice of your resignation. Provide a written resignation letter to your Client Company Supervisor and Staffing Coordinator. If you provide less notice than requested, the Company may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Company reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

### Final Pay

The Company will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the Company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

### Return of Property

Return all Company property at the time of separation, including but not limited to, uniforms, cellphones, keys, tools, laptops, credit cards, and identification cards. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the Company may pursue criminal charges for failure to return Company property.

## **5.7 Standards of Conduct**

Employment Solutions Inc wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.

- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

## **5.8 Workforce Reductions (Layoffs)**

If necessary based upon business needs, Employment Solutions Inc management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the Company will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

## **6.0 General Policies**

### **6.1 Access to Personnel and Medical Records Files**

Employment Solutions Inc maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give the Company reasonable notice. Inspection must occur in the presence of a Company representative.

All requests by an outside party for information contained in your personnel file will be directed to the Staffing Coordinator, which is the only department authorized to give out such information.

### **6.2 Client Company Computer Security and Copying of Software**

Software programs purchased and provided by the Client Company are to be used only for creating, researching, and processing materials for the Client Company use. By using the Client Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Client Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Client Company, or developed by the Client Company employees or contract personnel on behalf of the Client Company, is and will be deemed the Client Company's property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Client Company is a party. The Client Company is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by the Company must be purchased through Client Company.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Client Company.

### **6.3 Fraternalization**

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

### **6.4 Nonsolicitation/Nondistribution Policy**

To avoid disruption of business operations or disturbance of employees, visitors, and others, Employment Solutions Inc has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and nonharassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your Client Company Supervisor.

### **6.5 Payroll Advances and Loans**

Employment Solutions Inc does not allow for payroll advances or loans.

### **6.6 Personal Appearance**

Your personal appearance reflects on the reputation, integrity, and public image of Employment Solutions Inc. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work. Employees should conform their attire to the Client Company's dress code.

Clothing that is found to be offensive or overly revealing will not be allowed. Shorts, jeans, mini-skirts, tennis shoes, flip-flops, baseball caps, T-shirts, sweats, tank tops, and workout clothing are not acceptable office attire.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Company, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your Client Company Supervisor to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or



change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

## **6.7 Personal Cell Phone/Mobile Device Use**

While Employment Solutions Inc permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, unless specified otherwise by the Client Company, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may not connect your personal device to the Company or the Client Company's network or to Company equipment (computers, printers, etc.).

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

## **6.8 Personal Data Changes**

It is your obligation to provide Employment Solutions Inc with your current contact information, including current mailing address and telephone number. Inform the Company of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact your Staffing Coordinator or the Payroll Admin.

## **6.9 Social Media**

At Employment Solutions Inc, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company.

### Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Company.

### *Know and Follow the Rules*

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### *Be Respectful*

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

### *Maintain Accuracy and Confidentiality*

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

### *Using Social Media at Work*

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Company.

### *Media Contacts*

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to Human Resources.

### *Retaliation and Your Rights*

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

## 6.10 Third Party Disclosures

From time to time, Employment Solutions Inc may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to the President. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the President.

## 6.11 Use of Company Technology

This policy is intended to provide Employment Solutions Inc employees with the guidelines associated with the use of the Client Company information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Client Company, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

### General Provisions

Company IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in the Client Company IT resources and communications systems are the property of the Client Company. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on the Client Company electronic information and communications systems.

The Client Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Client Company will exercise this right periodically, without prior notice and without prior consent.

The interests of the Client Company in monitoring and intercepting data include, but are not limited to: protection of the Client Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on the Client Company IT resources and communications systems.

Do not use the Client Company IT resources and communications systems for any matter that you would like to be kept private or confidential.

## Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Client Company will also advise law enforcement officials of any illegal conduct.

### **6.12 Workplace Privacy and Right to Inspect**

Employment Solutions Inc property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

## **7.0 Benefits**

### **7.1 Bone Marrow and Organ Donation Leave**

Employment Solutions Inc will provide eligible employees with up to 90 days of unpaid leave to serve as a bone marrow or organ donor.

All employees in Arkansas are eligible for bone marrow or organ donation leave; however, if you are eligible for leave under the federal Family and Medical Leave Act, you may not take leave under this policy. To request leave under the policy, provide reasonable written notice of the need for leave to your Client Company Supervisor and Staffing Coordinator.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### **7.2 COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Employment Solutions Inc employees and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact the Payroll Admin to learn more about your COBRA rights.

### **7.3 Crime Victim Leave**

Employment Solutions Inc will provide employees who are the victim, or the representative of a victim, of a violent crime or sex offense with time off to:

- Participate, at the prosecuting attorney's request, in the preparation of a criminal justice proceeding relating to the crime; or
- Attend a criminal justice proceeding if attendance is reasonably necessary to protect the interests of the victim.

You will be eligible for time off if you are:

- The victim of the violent crime (felony resulting in physical injury to the victim or involving the use of a deadly weapon, terroristic threatening, and stalking) or sex offense at issue in the proceedings;
- A minor who is a victim of kidnapping, false imprisonment, permanent detention, or restraint;
- The victim's spouse, child by birth or adoption, stepchild, parent, stepparent, or sibling; or

- An individual designated by the victim or by a court in which the crime is being, or could be prosecuted.

Time off under this policy will be unpaid; however if you are classified as exempt you may be paid as required by applicable federal or state law. If you are accountable for the crime or a crime arising from the same conduct, you will not be eligible for leave under this policy.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **7.4 Dental Insurance**

All regular full-time employees at Employment Solutions Inc are eligible for the Company dental plan on the first of the month following 30 days. Dental plan benefits are described in detail in the Summary Plan Description (SPD).

The cost of the dental plan is 100% the employee's responsibility and will be paid through payroll deduction.

## **7.5 Employee Assistance Program (EAP)**

Employment Solutions Inc provides confidential assistance through its employee assistance program (EAP) to all eligible employees and their family members/dependents. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcohol abuse, and drug use. The EAP can help assess the problem, offer guidance, and provide a referral to quality care.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the Company.

In certain circumstances, you may be referred to the EAP by your Staffing Coordinator due to job performance issues.

EAP services are available to eligible participants without charge; however, the cost of referrals to treatment or rehabilitation is your responsibility if it is not completely covered by insurance.

## **7.6 Family and Medical Leave (FMLA)**

In accordance with the Family and Medical Leave Act of 1993 (FMLA), Employment Solutions Inc provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

### Eligibility

To qualify for FMLA leave, you must:

1. Have worked for the Company for at least 12 months, although it need not be consecutive;
2. Worked at least 1,250 hours in the last 12 months; and
3. Be employed at a worksite that has 50 or more employees within 75 miles.

### Leave Entitlement

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);

- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is measured forward from the first date an employee takes FMLA leave. The next 12-month period would begin the first time FMLA leave is taken after completion of the prior 12-month period.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

As used in the policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.
- **Health care provider** means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave include:
  - o Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
  - o Attending official ceremonies, programs, or military events;
  - o Special childcare needs created by a military call-up including making alternative childcare arrangements, handling urgent and nonroutine childcare situations, arranging for school transfers, or attending school or daycare meetings;
  - o Making financial and legal arrangements;
  - o Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
  - o Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
  - o Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;

- o Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
- o Other exigencies that arise that are agreed to by both the Company and you.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

#### Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the Company first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Company.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

#### Certification of Need for Leave

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from the Payroll Admin. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the Company may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The Company also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

#### Call-In Procedures

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

#### Leave Increments

#### Intermittent Leave

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the Company will reduce your salary based on the amount of time actually

worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Company may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

### Parental Leave

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

### Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

### Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid. If you are taking parental, family care, military exigency, and/or military care leave, you must utilize available vacation/PTO, personal days, and/or family illness days during this leave. If you are taking personal medical leave, you must utilize available sick, personal, and vacation/PTO days during this leave. If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize these benefits. However, you may elect to utilize accrued benefits to supplement these benefits.

### Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

### Health Insurance

Your health insurance coverage will be maintained by the Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made.

Alternatively, at our option, the Company may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Company may require reimbursement for the health insurance premiums paid during the leave.

### Reinstatement

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

### Spouse Aggregation

If you and your spouse are both employed by the Company, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.



### Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

### Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

### Interaction with State and Local Laws

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

### Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

### Designation of Leave

If the Company becomes aware of any qualifying reason for FMLA leave, the Company will designate it as such. An employee may not refuse FMLA designation under this policy.

### Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **7.7 Jury Duty Leave**

Employment Solutions Inc encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Client Company Supervisor and Staffing Coordinator as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use vacation in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **7.8 Health Insurance**

Employment Solutions Inc offers group health insurance benefits to all eligible full-time employees and their eligible dependents on the first of the month following 30 days. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from the Payroll Admin.

Your group health benefits are paid in part by the Company. The remainder of the costs are paid by you through deductions from your paycheck.

Benefits may be canceled or changed at the discretion of the Company, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event,

or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the Company will provide you with information about your rights to continue your benefits coverage.

## **7.9 Holidays**

Employment Solutions Inc observes the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve
- Christmas Day

If the Client Company does not observe an Employment Solutions Inc holiday, the Off-Site employee may be required to work, Off-Site employees will be paid at their regular pay rate for those days. If the Client Company is closed for a holiday not observed by Employment Solutions Inc, the Off-Site employee may not be permitted to work that day. Any such holiday will be taken without pay.

All Full-Time hourly employees will be paid their regular hourly rate (based on an 8 hour work day) for company holidays after 6 months of consecutive employment with Employment Solutions Inc.

An employee will only receive holiday pay if they work both the day before and day after the holiday unless on a pre-approved vacation.

Part-Time employees are not entitled to holiday pay.

When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

You will be compensated for holidays in accordance with federal and state law.

## **7.10 Personal Leave of Absence**

Employment Solutions Inc recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence.

### Eligibility

All full-time employees employed for at least 6 months are eligible to apply for an unpaid personal leave of absence up to a maximum of 2 weeks.

### Requesting Leave

Requests for unpaid personal leave must be submitted to your Client Company Supervisor and your Staffing Coordinator in writing at least 10 days in advance where practical. In emergency situations, written notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave.

Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of the Company.

You will be required to use all available paid leave balances prior to taking an unpaid personal leave of absence.

If you are granted a personal leave of absence, reinstatement to your position or any position is not guaranteed.

### Benefits While on Leave

Your Company-provided health benefits will be continued at the same level and under the same conditions as prior to the leave, for up to 2 weeks. You are responsible for payment of your portion of the insurance premium while on personal leave.

#### Extension of Leave

You are required to return from unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing at least 5 days in advance of the return date. Leave extensions will be considered on a case-by-case basis. If the Company denies the extension request, you must return to work on the originally scheduled return date or be considered to have voluntarily resigned from your employment.

#### Return to Work

In advance of your scheduled return date, your Staffing Coordinator will arrange for you to resume your previous position, if available. However, the Company's need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot assure our ability to reinstate you to any position after your leave. The Company retains the discretion to determine the similarity of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary termination.

#### Failure to Return from Leave

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned your employment.

#### Alternative Employment

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

## **7.11 Unemployment Compensation Insurance**

Unemployment compensation insurance is paid for by Employment Solutions Inc and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

## **7.12 Vacation**

Employment Solutions Inc provides employees with paid vacation.

#### Eligibility

All full-time regular employees are eligible to receive vacation time after completing 1 year of consecutive employment.

#### Deposits Into Your Leave Account

Vacation is calculated according to your work anniversary year.

The amount of vacation received each year is based on your length of service and is granted in a lump sum at the beginning of each anniversary year.

- After the completion of 1 year of consecutive employment: 35 hours annually.

Full-Time Off-Site employees must work at least 1820 hours in any given year (calculated by the employee's employment anniversary date) to be eligible for vacation.

Part-Time employees are not eligible for vacation time.

#### Leave Usage and Requests for Leave

The Company encourages you to use your vacation time. You are eligible to begin using vacation as soon as it is received.

You must request vacation from your Client Company Supervisor and Staffing Coordinator as far in advance as possible, but at least 1 week in advance. The Company will generally grant requests for vacation when possible, taking business needs into consideration.

You must take vacation in increments of at least 4 hours.

#### During a Leave of Absence

The Company may require you to use any unused vacation during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

#### Carryover

You may not carry over unused vacation to the following year. Any unused vacation will be forfeited on or about your anniversary date.

#### Separation of Employment

Upon separation of employment for any reason, you will forfeit any earned but unused vacation time unless state law dictates otherwise.

### **7.13 Vision Care Insurance**

All regular full-time employees at Employment Solutions Inc are eligible for the Company vision care plan on the first of the month following 30 days. Vision care plan benefits are described in detail in the Summary Plan Description (SPD).

The cost of the vision plan is 100% the employee's responsibility and will be paid through payroll deduction.

### **7.14 Voting Leave**

If your work schedule prevents you from voting on Election Day, Employment Solutions Inc will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Client Company Supervisor, consistent with applicable legal requirements.

### **7.15 Workers' Compensation Insurance**

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Employment Solutions Inc, no matter how slightly, you are to report the incident immediately to your Client Company Supervisor and Staffing Coordinator. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Client Company Supervisor and Staffing Coordinator immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

## **7.16 Military Leave (USERRA)**

Employment Solutions Inc complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to your Staffing Coordinator. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Staffing Coordinator of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact your Staffing Coordinator.

## **8.0 Safety and Loss Prevention**

### **8.1 Drug and Alcohol Policy**

Employment Solutions Inc is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

#### Prohibited Conduct

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your {MANAGER-SUPERVISOR}} and Staffing Coordinator if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

#### Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

### **8.2 General Safety**

It is the responsibility of all Employment Solutions Inc employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Client Company health and safety rules.

Failure to do so may result in disciplinary action, up to and including termination of employment.

The Company also requires that all occupational illnesses or injuries be reported to your Client Company Supervisor and Staffing Coordinator as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

### **8.3 Workplace Smoking**

Employment Solutions Inc is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

### **8.4 Workplace Violence**

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Employment Solutions Inc, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

#### Zero Tolerance Policy

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

#### Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

#### Reporting Incidents of Violence

Report to your Client Company Supervisor, Staffing Coordinator or the President, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

#### Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

#### Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to your Staffing Coordinator.

## **9.0 Trade Secrets and Inventions**

### **9.1 Confidentiality and Nondisclosure of Trade Secrets**

As a condition of employment, Employment Solutions Inc employees are required to protect the confidentiality of Client Company trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Client Company Supervisor or Staffing Coordinator.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

### **9.2 Inventions**

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to the Client Employment Solutions Inc, is a "work for hire" and is the property of the Client Company.

If you intend to develop and maintain property rights to any invention that relates in any way to products or services of the Client Company, you are required to obtain a written waiver of this policy, signed by both you and your Staffing Coordinator.

## **Closing Statement**

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Billy Mountjoy, President

Employment Solutions Inc



## Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Employment Solutions Inc Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the President of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Employment Solutions Inc.

If I have any questions about the content or interpretation of this handbook, I will contact Management.

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Signature

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Date

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Print Name