

PROCEDURES AND WORK RULES FOR IMMEDIATE  
WORKFORCE, INC. TEMPORARY ASSOCIATES



NEW HIRE TEMPORARY EMPLOYEE HANDBOOK

**January 1, 2024**

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## **Welcome**

Congratulations! You are now an integral component of a continuously growing team. As an employee of IWF, Inc. (the "Company"), we hope that you will find your position with the Company rewarding, challenging and valuable.

Unquestionably, our valued employees represent the cornerstone of our success. Therefore, it is critical to our successful relationship that we take the opportunity to explain what you can expect from us and what we expect from you.

The purpose of the employee handbook is intended to explain the terms and conditions of employment of all full-time, part-time, temporary, seasonal employees and supervisors. This employee handbook summarizes the policies and practices in effect at the time of publication and it supersedes all previously issued handbooks and any policy or benefit statement or memoranda that are inconsistent with the policies as described here. Human Resources will be able to answer any questions you may have.

## **At-Will Employment Status**

The Company employees are employed on an At-Will basis. The Company does not offer tenured or guaranteed employment. Either the Company or the employee can terminate the employment relationship at any time, with or without cause, with or without advance notice. This employment At-Will relationship exists regardless of any other written statements or policies contained in this employee handbook or any other Company documents or any verbal statement to the contrary. No one except the Company's President/CEO can enter into any kind of employment relationship or agreement that is contrary to the previous statement. To be enforceable, such relationship or agreement must be in writing, signed and notarized by the Company's President/CEO.

## **Equal Employment Opportunity**

The Company is an Equal Opportunity Employer and makes employment decisions based on merit. It is the policy of the Company to afford equal employment opportunity to all individuals, regardless of race, creed, color, religion, gender, national origin, ancestry, age, marital status, veteran status, disability, medical condition (as defined by California Government Code section 12929), gender identity or sexual orientation. Our employees, as well as applicants, and others with whom we do business with, will not be subjected to sexual, racial, religious, ethnic, or any other form of unlawful harassment and/or discrimination. In addition, the Company adheres to the equal employment opportunity requirements of all States and localities in which it does business. We are completely committed to these principles—not only because of the various laws which address these subjects—but because it is the right thing to do, and all such discrimination is UNLAWFUL.

The Company's commitment to equal opportunity is applied through every aspect of the employment relationship, including, but not limited to, recruitment, selection, placement, training, compensation, promotion, transfer, termination, and all other matters of employment. To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires accommodation in order to perform the essential functions of the job should contact the Human Resources Department with day-to-day personal responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The Company then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. The Company will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

If you believe you have been subjected to any form of unlawful discrimination, submit a written complaint to your supervisor or the individual with day-to-day personnel responsibilities. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the Human Resources Department immediately. The Company will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation. If the Company determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. The Company will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management employees or your peers.

## **Right to Revise**

The Company reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of At-Will employment. However, any such changes must be in writing and must be signed by the Company's President/CEO of The Company.

Any written changes to this handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook. This handbook sets forth the entire agreement between you and The Company as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

## Unlawful Harassment

The Company is committed to providing a work environment free of unlawful harassment. Company policy prohibits sexual harassment and harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, gender, national origin or ancestry, physical or mental disability, medical condition, marital status, registered domestic partner status, age, sexual orientation, hairstyle or any other basis protected by federal, state or local law or ordinance or regulation. **All such harassment is unlawful.** The Company's anti-harassment policy applies to all people involved in the operation of the Company and prohibits unlawful harassment by any employee of the Company, including supervisors and managers, as well as vendors, customers, independent contractors and any other persons. It also prohibits unlawful harassment based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments.
- Visual displays such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis.
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors; and
- Retaliation for reporting or threatening to report harassment.

If you believe that you have been unlawfully harassed, please report the incident immediately to Human Resources, your immediate manager or the President/CEO of the Company. The Company will immediately conduct an effective, objective and thorough investigation of the harassment allegations that have been reported. A formal report in writing will be requested, although it is not mandatory, but makes for best documentation of your complaint. Thorough details of the incident(s), names of individuals involved, and names of any witnesses will need to be provided. Supervisors will refer all harassment complaints to the Human Resources Department or the President/CEO of the Company.

If the Company determines that unlawful harassment has occurred, swift and effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Company to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to, and including termination. A Company representative will advise all parties concerned of the results of the investigation. The Company will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees or co-workers.

The Company encourages all employees to report any incidents of harassment forbidden by this policy **immediately** so that complaints can be quickly and fairly resolved. You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest office is listed on-line.

## Health Information Portability and Accountability (HIPPA)

The Company recognizes that it collects and maintains confidential information relating to its employees, and is dedicated to ensuring privacy and proper handling of this information in accordance with State and Federal regulations.

Employees should be aware that under the updated CA AB1298 there are two new additional categories of information to the definition of "personal information," "medical information" and "health insurance information" both of which now must be disclosed under this law.

The definition of "personal information" for this California requirement is an individual's first name or first initial and last name, in combination with any one or more of the following:

- Social Security Number
- Driver's License number or California Identification Card number
- Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial amount.
- Medical Information
- Health Insurance Information

The relevant California requirement defines medical information to mean any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; and health insurance information to mean an individual's health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual, or any information in an individual's application and claims history, including any appeals record.

## **Uniform Services Employment and Re-Employment Rights Act (USERRA)**

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

You have the right to be reemployed in your civilian job if you leave that job to perform services in the uniformed service and:

- You ensure that The Company receives a written notice in advance of your service.
- You have five (5) years or less of cumulative service in the uniformed services while with The Company you return to work or apply for reemployment in a timely manner after conclusion of service; and
- You have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job. If you leave your position to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military. (If such insurance was provided before the leave was taken)

Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in the existing group health plan when you are reemployed, generally without any waiting periods or exclusions (e.g. pre-existing condition exclusions) except for service-connected illnesses or injuries.

In accordance with this regulation, The Company may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that employee has no service connection.

## **Immigration Law Compliance**

Federal law requires employers to verify each employee's eligibility to work in the United States. An I-9 form is required and must be completed by all new hires. If you are not able to provide the appropriate documentation as required within three (3) business days from your date of hire, your employment must terminate. The Company wants to ensure full-compliance with all Immigration Laws and prevent fines from the US Government for non-compliance.

## **Orientation & Job Duties**

All new hires will undergo a New Hire Orientation designed to inform you of the Company policies, procedures, its history, and expectations. During this New Hire Orientation, questions are encouraged. Your manager will explain your job responsibilities and the performance standard expected of you. Understand that your job duties may change at any moment during your employment. On certain circumstances, you may be requested to work on special projects, or assist with other necessary or important work to the success of your department or The Company

The Company reserves the right, at any time, with or without notice, to alter or change assignment responsibilities, reassign or transfer assignments, or assign new assignment responsibilities.

## **Classification of Employees**

In order to determine eligibility for benefits and overtime status, and to ensure compliance with federal and state regulations, The Company will classify its employees as follows:

- **Temporary Employees:** Are those employed for short-term assignments that are generally three months or less. However, such assignments may be extended for an unknown period of time.
- **Seasonal Employees:** Are those employed for short-term assignments such as a daily hire, seasonal project hire or an annual season hire only.
- **Part-Time Temporary Employees:** Are scheduled for and do work less than 30 hours per week.
  - *Temporary Employees, Seasonal Employees and Part-Time Employees are not eligible for employee benefits except those mandated by applicable law and those described in this handbook.*
- **Full-Time Temporary Employees:** Are scheduled for and do work 30 hours or more a week.
  - *Following the completion of the introductory period, full-time temporary employees are eligible for most employee benefits described in this handbook and those mandated by applicable law.*

**Non-Exempt Employees:** Are subject to the minimum wage and overtime provisions of the Fair Labor Standards Act.

**Exempt Employees:** Are not required to be paid overtime. Usually, administrative, artists, computer professionals, executives, and salespeople are exempt.

The Company reserves the right to review employee classifications at any time that assignments and duties are changed.

## **Open Door Policy**

- **The Company** has adopted an Open Door Policy for all employees. This means, literally, that every Manager's door is open to every employee. The purpose of our open-door policy is to encourage open communication, feedback, and discussion about any matter of importance to an employee. Our open-door policy means that employees are free to talk with any Manager at any time
- **Responsibilities under an Open Door Policy:**  
If any area of your work is causing you concern, you have the responsibility to address your concern with a manager. Whether you have a problem, a complaint, a suggestion, or an observation, your managers want to hear from you. By listening to you, the company is able to improve, to address complaints, and to foster employee understanding of the rationale for practices, processes, and decisions.
- **Before You Pursue the Open Door Policy:**  
Most problems can and should be solved in discussion with your immediate Manager; this is encouraged as your first effort to solve a problem. But an open door policy means that you may also discuss your issues and concerns with the Human Resources Department and/or President/CEO. No matter how you approach your problem, complaint, or suggestion, you will find Managers/Company Representatives at all levels of the organization willing to listen and to help bring about a solution or clarification.

## **Grievance and Arbitration**

The Company encourages its employees to attempt to informally resolve work-related complaints or concerns by bringing them to the attention of the Human Resources Department or Management. The Company has also established a formal procedure to provide its employees with an opportunity to resolve any work related complaints or concerns.

This policy is designed to encourage employees with work related complaints or concerns to bring such matters to the attention of Human Resources or Management so that a quick, effective, and final resolution can be made. Please note that the decision issued on an outcome of this formal grievance process will be the full, final and exclusive remedy available.

Any dispute or claim which arises out of or which is related to employment with the Company or which relates to any alleged breach of the employment agreement, or which arises out of or which is based upon the employment relationship (including any wage claim, any claim for wrongful termination, or any claim based upon any employment discrimination, or civil rights statute, regulation, or law), including tort claims (except claims which are properly made under workers compensation law), shall be resolved by the use of this grievance procedure with the final step being binding arbitration.

### **The Process For Filing a Grievance Is:**

1. The employee presents a timely grievance (as described above), in writing to Human Resources or Management.
2. Within fifteen (15) working days, Human Resources or Management will investigate the matter and issue a written decision.
3. In the event any party wishes to contest the decision of Human Resources or Management on the grievance, the matter must be submitted to binding arbitration, upon a request submitted by the party in writing to the President/CEO of the Company within fifteen (15) days of the Human Resources or Management decision on the grievance.
4. If the President/CEO of the Company does not receive a written request for arbitration within this time period, the party will have waived any right to raise any claims, in any forum, arising out of his/her employment relationship with the Company.
5. After the party notifies the Company of his/her desire for arbitration, the Company shall promptly obtain from the American Arbitration Association, or another mutually agreeable neutral service, a list of five (5) impartial arbitrators from which the party and the Company shall select a single neutral arbitrator by alternatively striking names from the list. The grieving party shall, at his/her option, be the first party to strike from the list.
6. The arbitrator shall be informed of the terms of this arbitration agreement and the submission to the arbitrator shall be limited by the terms of this agreement. The arbitrator's award shall be final and binding upon the party and the Company.
7. The cost of arbitration shall be borne equally by the party and the Company except that the party and the company shall bear their own costs of representation during the arbitration.
8. A grievance not advanced to the next sequential step within the time frames imposed by this procedure will be deemed to have been resolved based on the last timely response.
9. Any appeal that is not responded to within the time frames imposed by this policy will be eligible to be submitted directly to the next level of the grievance procedure. Any time limit imposed by these procedures may be extended by mutual agreement of the concerned parties. Please note: The decision issued as an outcome of this formal grievance and arbitration procedure will be on the full, final, and exclusive remedy available.

### **Coordination of PDL with Family/Medical Leave (50 or More Employees)**

If you take pregnancy disability leave and are eligible under the federal or state family and medical leave laws, The Company will maintain group health insurance coverage for up to a maximum of 12 workweeks (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. Leave taken under the pregnancy disability policy runs concurrently with family and medical leave under federal law, but not family and medical leave under California Law. If you are ineligible under the federal and state family and medical leave laws, while on pregnancy disability you will receive continued paid coverage on the same basis as other medical leave that the Company may provide and for which you are eligible. In some instances, the Company may recover premiums it paid to maintain health coverage for you if you

fail to return to work following pregnancy disability leave. If you are on pregnancy disability leave and are not eligible for continued paid coverage, or if paid coverage ceases after 12 workweeks, you may continue your group health insurance coverage through The Company, in conjunction with federal COBRA guidelines by making monthly payments to The Company for the amount of the relevant premium. (If such insurance was provided before the leave was taken. Contact the Human Resources Department for further information.

### **Family/Medical Leave (50 or More Employees)**

State and federal family and medical leave laws provide up to 12 work weeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- The employee has more than 12 months of service;
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is employed at a work site where there are 50 or more employees within a 75-mile radius.

#### **Leave may be taken for one or more of the following reasons:**

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care;
- To care for the employee's spouse, registered domestic partner, child, sibling, parent or parent-in-law who has a serious health condition;
- For a serious health condition that makes the employee unable to perform his or her job;
- For any "qualifying exigency" (to be defined by federal regulation) because the employee is the spouse, son, daughter, or parent of an individual on active military duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation; or
- An employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member.

### **Calculating the 12-month Period**

For purposes of calculating the 12-month period during which 12 weeks of leave may be taken, The Company uses a rolling year.

Under most circumstances, leave under federal and state law will run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period.

### **Pregnancy, Childbirth or Related Conditions**

However, leave because of the employee's disability for pregnancy, childbirth or related medical condition is not counted as time used under California law (the California Family Rights Act). Time off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under federal law (the Family and Medical Leave Act). Employees who take time off for pregnancy disability and who are eligible for family and medical leave will also be placed on family and medical leave that runs at the same time as their pregnancy disability leave. Once the pregnant employee is no longer disabled, she may apply for leave under the California Family Rights Act, for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. California Family Rights Act leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, The Company will grant a request for a California Family Rights Act leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

### **Leave for Employee's Own Health Condition**

The following procedures shall apply when an employee requests family leave:

Please contact Human Resources as soon as you realize the need for family/medical leave.

If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must notify the Company at least 30 days before leave is to begin. The employee must consult with his or her Manager regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent, or spouse.

If the employee cannot provide 30 days' notice, the Company must be informed as soon as is practical.

If the Family and Medical Leave Act/California Family Rights Act request is made because of the employee's own serious health condition, The Company may require, at its expense, a second opinion from a health care provider that the Company chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the Company.

If the second opinion differs from the first opinion, The Company may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on The Company and the employee.

The Company requires the employee to provide certification within 15 days of any request for family and medical leave under state and federal law, unless it is not practicable to do so. The Company may require recertification from the health care provider if additional leave is required. (For example, if employee needs two weeks of family and medical leave, but following the two weeks needs

intermittent leave, a new medical certification will be requested and required.) If the employee does not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Company may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

#### **Leave to Care for a Family Member**

If the leave is needed to care for a sick child, spouse, or parent, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants the participation of the employee.

When both parents are employed by The Company, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the Company will not grant more than a total of 12 workweeks family/medical leave for this reason.

If an employee cites his/her own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Inability of the employee to work at all or perform any one or more of the essential functions of his/her position because of the serious health condition.

The Company will require certification by the employee's health care provider that the employee is fit to return to his or her job.

Failure to provide certification by the health care provider of the employee's fitness to return to work will result in denial of reinstatement for the employee until the certificate is obtained.

#### **Leave Related to Military Service**

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a service member shall be supported by a certification by the service member's health care provider.

#### **Reinstatement**

Under most circumstances, upon return from family/medical leave, an employee will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. For example, if an employee on family/medical leave would have been laid off had he or she not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after family/medical leave may be denied to certain salaried "key" employees under the following conditions:

- An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the work site at which the employee worked at the time of the leave request;
- The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the Company's operations;
- The employee is notified of the Company's intent to refuse reinstatement at the time the Company determines the refusal is necessary; and
- If leave has already begun, the Company gives the employee a reasonable opportunity to return to work following the notice described previously.

For additional information about eligibility for family/medical leave, contact the Human Resources Department.

#### **Pregnancy Disability Leave (5 or More Employees)**

Pregnancy, childbirth, or related medical conditions will be treated like any other disability, and an employee on leave will be eligible for temporary disability benefits in the same amount and degree as any other employee on leave.

Any female employee planning to take pregnancy disability leave should advise the Human Resources Department as early as possible. The individual should make an appointment with Human Resources to discuss the following conditions:

- Employees who need to take pregnancy disability must inform The Company when a leave is expected to begin and how long it will likely last. If the need for a leave or transfer is foreseeable, employees must provide notification at least 30 days before the pregnancy disability leave or transfer is to begin. Employees must consult with Human Resources regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of the employee's health care provider;



- If 30 days' advance notice is not possible, notice must be given as soon as practical;
- Upon the request of an employee and recommendation of the employee's physician, the employee's work assignment may be changed if necessary to protect the health and safety of the employee and her child;
- Requests for transfers of assignment duties will be reasonably accommodated if the assignment and security rights of others are not breached;
- Temporary transfers due to health considerations will be granted when possible. However, the transferred employee will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary health reasons;
- Pregnancy leave usually begins when ordered by the employee's physician. The employee must provide The Company with a certification from a health care provider. The certification indicating disability should contain:
  - The date on which the employee became disabled due to pregnancy;
  - The probable duration of the period or periods of disability; and
  - A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
  - Leave returns will be allowed only when the employee's physician sends a release;

Duration of the leave will be determined by the advice of the employee's physician, but employees disabled by pregnancy may take up to four months. Part-time and seasonal employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.

Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

#### **Accommodations for Lactation**

In accordance with federal and state laws, The Company will provide a reasonable amount of break time to female employees who desire to express milk for use in feeding their infant children while they are away. If possible, the break time should run concurrently with any break time already provided. There will be a lactation room provided with amenities in accordance with federal and state laws. If you should feel that you are not being provided lactation accommodation in accordance with legal standards, then you may file a complaint with the State Labor Commissioner.

#### **Temporary Transfers**

Employees who request a temporary transfer for medical and/or family medical leave reasons will be considered for that transfer if a position exists at the time the transfer is requested and the employee is qualified to perform the job. The employee will be paid in accordance with the responsibilities and duties of the temporary job.

#### **Bereavement**

- **Funeral Leave for an Immediate Family Member:**  
When a death occurs in an employee's immediate family, all employees may take up to three (3) days off without pay to attend the funeral or make funeral arrangements. The Company may require verification of the need for the leave.
- **Immediate Family Defined for Bereavement Leave:**  
Immediate family members are defined as an employee's spouse, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.
- **Non-family Member Funeral Leave:**  
All employees may take up to one (1) day off without pay to attend the funeral of a close, non-family member. This time off will be considered by the employee's Manager on a case-by-case basis. The Company may require verification of the need for the leave.
- **Additional Time Off:**  
The Company understands the deep impact that death can have on an individual or a family, therefore additional non-paid time off may be granted. The employee may make arrangements with the Human Resources Department for an additional four (4) unpaid days off in the instance of the death of an immediate family member. Additional unpaid time off may be granted depending on the circumstances such as distance and the individual's responsibility for funeral arrangements.

#### **Jury Duty or Witness Duty**

If you are called to serve jury duty, The Company encourages you to fulfill your right and duty as a citizen. Unpaid time off will be granted for the duration of your jury duty. Please provide your jury duty summons to your supervisor as soon as possible so that proper arrangements can be made to cover in your absence.

#### **Voting**

The Company policy is to encourage employees to participate in the political process. It is your right and duty as a citizen. Therefore, adequate time away is permitted and will be arranged for you to properly exercise this right.

### **Workers' Compensation**

The Company in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Assistance to help qualified injured employees return to suitable employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any and all work-related injuries or incidents to your Manager;
- Seek medical treatment and follow-up care if required;
- Complete a written *Employee's Claim for Workers Compensation Benefits* (DWC Form 1) and return it to the WC Administrator; and
- Provide the Company with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to his or her same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the Company's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on his or her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of a physical or mental disability, the Company's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act.

### **Injury and Illness Prevention Program**

The Company has developed and implemented a written Injury and Illness Prevention Program in order to foster a safe and healthy workplace environment for all employees. The program is described in detail in the Company's written Injury and Illness Prevention Program (IIPP).

### **Health and Safety**

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be SAFETY FIRST conscious at all times. Employees must report all work-related injuries or illnesses immediately to your Manager or to the Human Resources Department. In compliance with California Law, and to promote the concept of a safe workplace, The Company maintains a written Injury Illness Prevention Program (IIPP). The Injury and Illness Prevention Program (IIPP) is available for review by employees and/or employee representatives.

In compliance with Proposition 65, The Company will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

### **Ergonomics**

The Company is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The Company will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. The Company encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

The Company believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to our business. We intend to provide appropriate resources to create a risk-free environment.

### **Repetitive Strain Injury**

Repetitive Strain Injuries are very common in industries which require almost constant use of a computer. They usually occur in the wrist, but also occur in the back, neck, shoulders, arms, and fingers. If you experience discomfort in any areas of your body, contact the Human Resources Department immediately. Every effort will be made to ergonomically improve your workstation and assure you receive appropriate medical treatment.

### **Recreational Activities and Programs**

The Company or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

### **First Aid**

For the safety of every employee and yours, first aid supplies are available in the office area. Your Manager will be able to direct you to the supplies if needed.

### **Disaster Preparedness**

A Disaster Preparedness Plan has been created by The Company for your safety in the event of a disaster. The Company has safety trainings that you are required to attend to ensure your safety in the case of an emergency.

### **Insurance Benefits**

- **Health Insurance**

The Company currently offers employer sponsored health insurance benefits to eligible temporary employees. New Health Insurance Marketplace Coverage Options and Your Health Coverage Notice is included in your new hire packet.

- **Disability Insurance**

Each employee contributes through payroll tax to California's state disability insurance programs. Disability insurance is mandated by the California Unemployment Insurance Code and administered by the Employment Development Department. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at the Company. An additional tax funds the state's Paid Family Leave program, and provides partial wage replacement for absences related to care of a family member, or bonding with a new child. Specific rules and regulations governing disability are available from the personnel manager.

### **Personnel Records**

You have a right to inspect certain documents in your personnel file, as provided by law, in the presence of a Human Resources representative at a mutually convenient time. No copies of documents in your file may be made, with the exception of documents that you have previously signed. You may add your comments to any disputed item in the file.

The Company will restrict disclosure of your personnel file to authorized individuals within the Company. Any request for information contained in personnel files must be directed to the Human Resources Department. Only the Human Resources Department is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. However, The Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

- **Names and Addresses**

The Company is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the Company in the event of a name or address change.

- **Employee Property**

An employee's personal property, including but not limited to lockers, packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of The Company or its clients property.

### **Housekeeping**

All employees are expected to keep their work areas clean and organized. People using common areas such as lunch rooms, locker rooms, and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

### **Employer /Client Property**

Lockers, desks, and computers are The Company and the clients of The Company property and must be maintained according to Company/Client rules and regulations. They must be kept clean and are to be used only for work-related purposes. The Company reserves the right to inspect all Company/Client property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

Company/Client voice mail and/or electronic mail (e-mail) are to be used for business purposes only. The Company reserves the right to monitor voice mail messages and e-mail messages to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence.

No personal locks may be used on Company/Client-provided lockers unless the employee furnishes a copy of the key or the combination to the lock. Unauthorized use of a personal lock by an employee may result in losing the right to use a Company/Client locker.

The Company may periodically need to assign and/or change "passwords" and personal codes for voice mail, e-mail and computers. These communication technologies and related storage media and databases are to be used only for Company/Client business and they remain the property of The Company, and the client of The Company reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system.

Prior authorization must be obtained before any Company/Client property may be removed from the premises.

For security reasons, employees should not leave personal belongings of value in the workplace. Personal items are subject to inspection and search, with or without notice, with or without the employee's prior consent.

Terminated employees should remove any personal items at the time they leave The Company and the client. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

#### **Off-Duty Use of Facilities**

Employees are prohibited from remaining on The Company and its clients' premises or making use of Company/Client facilities while not on duty. Employees are expressly prohibited from using Company/Client facilities, Company/Client property, or Company/Client equipment for personal use.

#### **Smoking**

Smoking is not allowed in any enclosed area of the facility.

#### **Use of Electronic Media**

The Company uses various forms of electronic communication including, but not limited to computers, e-mail, telephones, Internet, and cell phones. All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of The Company and are to be used only for company business and not for any personal use.

Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against Company policy, or not in the best interest of the Company.

Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline and/or immediate termination. Employees may not install personal software on Company computer systems.

All electronic information created by any employee using any means of electronic communication is the property of The Company and remains the property of The Company. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the Company's ownership of the electronic information.

The Company will override all personal passwords if necessary for any reason.

The Company reserves the right to access and review electronic files, messages, mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of Company policy or any law occurs.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Company management. No employee may install or use anonymous e-mail transmission programs or encryption of e-mail communications, except as specifically authorized by Management.

Employees who use devices on which information may be received and/or stored, including but not limited to cell phones, cordless phones, portable computers, fax machines, and voice mail communications are required to use these methods in strict compliance with the trade secrets and confidential communication policy established by the Company. These communications tools should not be used for communicating confidential or sensitive information or any trade secrets.

Access to the Internet, websites, and other types of Company-paid computer access are to be used for Company-related business only. Any information about The Company, its products or services, or other types of information that will appear in the electronic media about the Company must be approved by the President of The Company before the information is placed on an electronic information resource that is accessible to others.

Questions about access to electronic communications or issues relating to security should be addressed to the Human Resources Department or President/CEO.

#### **Cell Phone Policy**

All use of cell phones and other electronic communication devices (including but not limited to taking and initiating personal calls, texting, picture taking, and utilizing the internet) must be undertaken during rest or meal periods. Personal phone calls can interfere with employee's productivity and it can be distracting to others. Employees are therefore asked to ensure that friends and family members are aware of this policy. If there is a personal emergency, those calls should be directed to your Manager, who will in turn get in touch with you immediately.

#### **Solicitation and Distribution of Literature**

In order to ensure efficient operation of the Company's business and to prevent disruption to employees, we have established control of solicitations and distribution of literature on Company property. The Company has enacted rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with his or her manager.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.

No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Company property.

### **Employee Conduct - Compliance with Company Rules and Policies**

The hallmark of The Company reputation and success, including your success is based on the performance of its employees. We highly depend on our employees to demonstrate commitment, professionalism and a strong work ethic. As an employee, you are expected to be prepared and willing to complete all of your assigned duties in an effective, productive and safe manner.

### **Performance Standards and Work Rules**

- **Safety First**  
Always maintain a SAFETY FIRST mentality when executing your job duties in order to protect the interest and safety of you, your fellow employees and the organization.
- **Compliance and Satisfactory Performance**  
You are required to follow all work rules, perform and complete all your duties in a safe and productive manner. You must avoid negligent and unprofessional behavior.
- **Personal Appearance & Standards – Dress Code**  
Dress in clothing and footwear appropriate for your assignment and work environment, with proper attention to personal hygiene. It is your responsibility to adhere to such standards and if you may be sent home for not adhering to such standards, such time-off is generally considered without pay.
- **Honesty and Integrity**  
Without exception, you are required to always be honest and ethical. You must at all times refrain from the following conduct:
  - Theft, removal, improper use or possession, or intentional damage to property
  - Falsification of records, including but not limited to time cards
  - Breach of confidentiality
- **Business Conduct and Ethics**  
No employee may accept a gift or gratuity from any customer, vendor, supplier, or other person doing business with The Company because doing so may give the appearance of influencing business decisions, transactions or service. Please discuss expenses paid by such persons for business meals or trips with the Company in advance.

### **Drug and Alcohol Abuse – Zero Tolerance Policy**

The Company is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the Company. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage, or injury to other persons.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair the employee's value to the Company.

The following rules and standards of conduct apply to all employees either on Company property or during the workday (including meals and rest periods). Behavior that violates Company policy and will result in termination includes:

- Possession or use of an illegal or controlled substance, or being under the influence of an illegal or controlled substance while on the job;
- Driving a Company vehicle while under the influence of alcohol or an illegal or controlled substance; and
- Distribution, sale, or purchase of an illegal or controlled substance while on the job.

Violation of these rules and standards of conduct will not be tolerated. The Company also may bring the matter to the attention of appropriate law enforcement authorities. In order to enforce this policy, The Company reserves the right to conduct searches of Company property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy. An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Company property will not be tolerated because such conduct, even though off duty, reflects adversely on The Company. In addition, the Company must keep people who sell or possess controlled substances off Company premises in order to keep the controlled substances themselves off the premises. Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work. The Company will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation.

Employees desiring such assistance should request a treatment or rehabilitation leave. The Company is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is the Company obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the Company's treatment of employees who violate the regulations described previously.

Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

### **Pre-Employment Screening**

In accordance with State and Federal regulations and in order to create a safe and secure workplace and to ensure that its employees are qualified to perform the jobs for which the company hires them, The Company may conduct pre-employment screening for all employees, which may include background investigation and regular drug testing.

### **Punctuality and Attendance**

As an employee of The Company, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees and your Manager. When you are absent, your assigned work must be performed by others.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Company business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must under all but the most extenuating circumstances call the office in which you work with at least two hours (2) before the time you are scheduled to begin working for that day. In the event that you had to leave a message on the answering machine, it is recommended that you contact a Company representative before the end of the day to confirm that your message was received. Otherwise, you might be considered a no call/no show.

After one week (1), if you fail to report for work without any notification to your Manager and your absence continues for a period of (2) two days, The Company will consider that you have abandoned your employment.

Paid Sick Leave absences/punctuality will not count against your attendance record.

### **Paid Sick Leave**

Eligible temporary employees are now entitled to receive Sick Pay through the Healthy Workplace Healthy Family Act of 2014 (AB 1522) as included on your Wage Theft Protection Act of 2011 - Notice to Employee- Labor code section 2810.5

### **Eligibility**

All employees who have worked 30 or more days in California within a year of their employment with the company or at the time this policy becomes effective.

### **Procedures**

Eligible employees will accrue one hour of sick time for every 30 hours worked up to a maximum accrual of 48 hours or six days, whichever is greater, per calendar year. After successfully completing 90 days of employment, eligible employees may begin to use paid sick time under this policy in increments of two hours, up to a maximum of 24 hours, or three days, whichever is greater, per calendar year. Accrued, unused time under this policy will carry over each year up to a maximum accrual of 48 hours or six days, whichever is greater. Leave under this policy may be used in connection with the diagnosis, care or treatment of an existing health condition for, or the preventive care of, an employee or an employee's immediate family member. "Family member" for purposes of this policy includes spouses, registered domestic partners, children (regardless of age), parents (including step-parents and parents-in-law), grandparents and siblings. Leave under this policy may also be used for employees who are the victims of domestic violence, sexual assault or stalking.

Employees requesting time off under this policy should provide as much advanced notice to The Company as practicable, and employees who take more than three days of leave will be required to provide appropriate documentation to The Company in support of the leave taken. Unused time under this policy is not paid out at the time of separation from employment. However, employees who are re-employed with the company within a year of separation will have their accrued unused bank of time off under this policy made available to them. Leave under this policy may run concurrently with leave taken under other applicable policies as well as under local, state or federal law, including leave taken pursuant to the California Family Rights Act (CFRA) or the Family and Medical Leave Act (FMLA).

For more information regarding leave under this policy, contact The Company

### **Conducting Personal Business**

Employees are to conduct only The Company business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

### **Customer/Client Relations**

Employees are expected to be polite, courteous, prompt, and attentive to every customer/client. When an employee encounters an uncomfortable situation that he or she does not feel capable of handling, the general manager should be called immediately.

Ours is a service business and all of us must remember that the customer/client always comes first. Our customers/client ultimately pays all of our wages. Remember, while the customer/client is not always right, the customer/client is never wrong.

Customers/clients are to be treated courteously and given proper attention at all times. Never regard a customer's/client's question or concern as an interruption or an annoyance. You must respond to inquiries from customers/clients, whether in person or by telephone, promptly and professionally.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received.

Through your conduct, show your desire to assist the customer/client in obtaining the help he or she needs. If you are unable to help a customer/client, find someone who can. All correspondence and documents, whether to customers/clients or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.

Never argue with a customer/client. If a problem develops, or if a customer/client remains dissatisfied, ask your supervisor or the general manager to intervene.

### **Off-Duty Conduct**

While The Company does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Company's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company's or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the Company's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

While employed by The Company, employees are expected to devote their energies to their jobs with the Company. The following types of employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at the Company;
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with the Company;
- Additional employment that impairs or has a detrimental effect on the employee's work performance with the Company;
- Additional employment that requires the employee to conduct work or related activities on Company property during the employer's working hours or using Company facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of the Company.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to The Company explaining the details of the additional employment. If the additional employment is authorized, The Company assumes no responsibility for it. The Company shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

### **Prohibited Conduct**

The following conduct is prohibited and will not be tolerated by The Company. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and Company operations also may be prohibited.

- Falsifying employment records, employment information, or other Company records;
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's;
- Theft and deliberate or careless damage or destruction of any Company property, or the property of any employee or customer;
- Removing or borrowing Company property without prior authorization;
- Unauthorized use of Company equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on Company property;
- Participating in horseplay or practical jokes on Company time or on Company premises;
- Carrying firearms or any other dangerous weapons on Company premises at any time;
- Engaging in criminal conduct whether or not related to job performance;
- Causing, creating, or participating in a disruption of any kind during working hours on Company property;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management;
- Using abusive language at any time on Company premises;
- Failing to notify Company when unable to report to work;
- Unreported absence of two consecutive scheduled workdays;
- Failing to obtain permission to leave work for any reason during normal working hours;
- Failing to observe working schedules, including rest and lunch periods and sleeping or malingering on the job;
- Failing to provide a physician's certificate when requested or required to do so;
- Making or accepting personal telephone calls, including cell phone calls, of more than three minutes in duration during working hours, except in cases of emergency;
- Working overtime without authorization or refusing to work assigned overtime;
- Wearing disturbing, unprofessional or inappropriate styles of dress or hair while working;
- Violating any safety, health, security or Company policy, rule, or procedure;
- Committing a fraudulent act or a breach of trust under any circumstances; and

- Committing of or involvement in any act of unlawful harassment of another individual.

This statement of prohibited conduct does not alter the Company's policy of At-Will employment. Either you or The Company remains free to terminate the employment relationship at any time, with or without reason or advance notice.

#### **News Media Contacts**

Employees may be approached for interviews or comments by the news media. Only contact people designated by the President/CEO may comment to news reporters on The Company policy or events relevant to The Company or its business practices.

#### **Confidentiality**

##### **Each employee is responsible for safeguarding the confidential information obtained during employment.**

In the course of your work, you may have access to confidential information regarding The Company, its clients, its suppliers, its customers, or perhaps even fellow employees. You have a responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by your manager. Any breach of this policy will not be tolerated and legal action may be taken by the Company.

#### **Conflicts of Interest**

All employees must avoid situations involving actual or potential conflict of interest. Personal or romantic involvement with a competitor, supplier, or subordinate employee of The Company, which impairs an employee's ability to exercise good judgment on behalf of the Company, creates an actual or potential conflict of interest. Manager-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

#### **Insubordination**

All employees have a duty to perform and even your Manager follows directions from someone else. It is against our policy for an employee to refuse to follow the directions of a Supervisor or Management official to treat a Supervisor or Management official in an insubordinate manner in any respect. Employees must fully cooperate with company investigations into potential misconduct. Refusal to fully disclose information in the course of a company investigation is insubordination and will not be tolerated. If there is an unethical request or request to violate a company policy or unsafe work activity being requested, you may temporarily decline until the issue is resolved by the Human Resources Department.

#### **Termination, Separation of Employment – Payment of Wages**

In accordance with California Labor Laws, if you have previously authorized direct deposit, final wages may be paid by direct deposit. Employees who resign their position must be paid within 72 hours or on their last day if they provide more than 72 hour notice.

#### **Termination**

- **Involuntary Termination and Progressive Discipline**  
Violation of The Company policies and rules may warrant disciplinary action. The Company has established a system of progressive discipline that includes verbal warnings, written warnings, and suspension. The system is not formal and The Company may, in its sole discretion; utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, termination of employment. The Company's policy of progressive discipline in no way limits or alters the At-Will employment relationship.
- **Voluntary Resignation**  
Voluntary resignation results when an employee voluntarily quits his or her employment at The Company, or fails to report to work for two consecutively scheduled workdays without notice to, or approval by, his or her supervisor. All Company-owned property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.

#### **Meal and Rest Periods**

All nonexempt employees are entitled to periodic rest break periods during their workday. If you are a nonexempt employee, you will be paid for all such break periods and you will not clock out. Your Manager will advise you of the time and duration of your breaks and you are expected to return to work promptly at the end of any rest break.

Generally, you will be entitled to one (1) 10-minute rest break for every four (4) hours you work (or major fraction thereof, which is defined as two (2) hours). If you work more than six (6) hours and up to 10 hours in a workday, you will receive one (1) rest break during the first half of your shift and one (1) rest break during the second half of your shift. If you work more than 10 hours and up to 14 hours, you will be entitled to an additional paid 10-minute rest break.

If you work more than five (5) hours in a workday, you are also entitled to an unpaid meal period of at least 30 minutes. If you work more than 10 hours, you are entitled to a second, unpaid meal period of at least 30 minutes. Depending on the circumstances, you may be able to waive your second meal period if you took the first one. You must clock out for your meal period. Your manager will advise you of the scheduling of your meal



period. You must not perform any work during your meal period, and you must stop working for at least 30 full, consecutive minutes. All rest breaks and meal periods must be taken away from the regular work area. You may leave the premises for your meal periods.

If for any reason you do not take the applicable rest breaks and/or meal periods, you must notify your Manager immediately.

## **Wages**

### **Pay Day & Pay Periods**

Payday is weekly on every Friday. All checks not picked up by 5:00 pm on Fridays will be mailed via USPS to the current address on record provided by the employee. The Company is not responsible for lost or stolen mail, nor the delivery timelines by USPS once your check is mailed by The Company

### **Wage Theft Protection Act of 2011**

The Company will provide a Wage Theft Protection Act of 2011 notice as required by law.

### **Wages & Work Hours**

Wages and work hours will vary for each assignment.

### **Direct Deposit**

The Company currently offers all of its employees the option to enroll for direct deposit. For further details, please speak to a The Company representative.

### **Stop Payments**

Stop payments will be issued for checks that were lost in the mail, stolen, or destroyed.

### **Payroll Deductions**

Your earnings and payroll deductions are shown on your paycheck stub. Examples of deductions required or requested include tax withholdings, state disability insurance, garnishments, and benefits deductions. Questions about your paycheck should be directed to the Human Resources Department.

### **Advances**

The Company does not permit advances against paychecks.

### **Holiday & Vacation Pay**

The Company does not currently offer these employer sponsored benefits.

### **Timekeeping Requirements**

All non-exempt employees are required to use a time clock to record time worked for payroll purposes. Employees must record their own time at the start and at the end of each work period, including before and after the lunch break. Employees also must record their time whenever they leave the building for any reason other than The Company business. Any handwritten marks or changes on the timecard must be initialed by a Manager. Punching another employee's timecard, allowing another employee to punch your timecard, or altering a timecard is not permissible and is subject to disciplinary action. Any errors on your timecard should be reported immediately to your Manager.

### **Overtime for Non-Exempt Employees**

Employees may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. The Company will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by a Manager. The Company provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 am and ends at midnight 24 hours later. Workweeks begin on Monday at 12:01 a.m. and ends on Sunday at 12:00 Midnight the next week.
- Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay;
- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay; and
- Only certain classification of "Exempt" employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

### **Employee References**

All requests for references must be directed to the Human Resources Department. No other manager, supervisor, or employee is authorized to

**release references for current or former employees.**

By policy, The Company discloses only the dates of employment and the title of the last position held of former employees. If you authorize the disclosure in writing, The Company also will inform prospective employers of the amount of salary or wage you last earned.

### **Summary**

This employee handbook is designed to give you an overview and understanding of The Company employment policies, procedures, and standards. Nevertheless, because we operate in a dynamic industry, some policies and benefit programs currently in effect may be revised, suspended, or eliminated by The Company in response to business needs or changing applicable legal requirements.

Please don't hesitate to contact the Human Resources Department with any questions or concerns concerning the status of policies, procedures and standards currently listed in this employee handbook. In addition, we always want to improve and we want your input and suggestions; please do not hesitate to contact The Company

## **Congratulations and Good Luck!**

## Employee Handbook Acknowledgement Receipt

I attest to have received, read, and understood my copy of IMMEDIATE WORKFORCE, INC. ("IWF, INC.") employee handbook. I understand and agree that it is my responsibilities to read and familiarize myself with the policies and procedures contained in the handbook. The employee handbook describes important information about IWF, INC. policies and procedures, and I understand that I should consult with the Human Resources Department regarding any questions not answered in the handbook.

I understand that except for employment At-Will status, any and all policies or practices can be changed at any time by the Company. IWF, INC. reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the President/CEO of OMNI, no manager, supervisor, or representative of the Company has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than At-Will; only the President/CEO has the authority to make any such agreement and then only in writing, signed by the President/CEO

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at IWF, INC. is employment At-Will; employment may be terminated at the will of either the Company or myself. My signature certifies that I understand that the foregoing agreement on At-Will status is the sole and entire agreement between IWF, INC. and I concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with IWF, INC.

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**Employee Name**

**Signature**

**Date**

I have reviewed the employee handbook with the above-named employee and answered any and all questions;

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**Recruiter Name**

**Signature**

**Date**