OnSite Property Solutions LLC Associate Handbook

<u>Table of Contents</u> Purpose of this Handbook	Page 1
Equal Opportunity Employment Policy	2
Accommodation for Disabled Employees	2
Work Place Safety	2,3
Substance Abuse Policy	3
Drug Test Procedure	4,5
Smoking Policy	5
Confidentiality of Data	5
Workplace Harassment	5
Complaint Procedure	6
Corrective Action	6
Policies and Procedures	6,7
Associate Handbook Acknowledgement	8

Purpose of this handbook

The purpose of this handbook is to familiarize you - the employee - with the policies, rules, and other key aspects of OnSite Property Solutions, LLC. (the "Company"). The information in this handbook supersedes all rules and policies that may previously have been expressed or implied, in both written and oral format. Compliance with this handbook is compulsory for all employees. OnSite Property Solutions reserves the right to revoke, change or supplement guidelines at any time without notice. This Handbook does not constitute a guarantee that your employment will continue for any specified period of time or end only under certain conditions. NOTHING IN THE HANDBOOK CONSTITUTES AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT OR WARRANTY OF ANY BENEFITS. Employment at Onsite Staffing is a

voluntary employment-at-will relationship for no definite period of time. While we hope to have a long and mutually beneficial working relationship together, regardless of anything which may appear in this Handbook, or any other OnSite Property Solutions publication, policy, statement or practice, you have the right to terminate your employment relationship for any reason, with or without cause or notice, at any time, and OnSite Property Solutions reserves the right to do the same.

Equal Employment Opportunity Policy

OnSite Property Solutions provides equal employment opportunities to all associates and applicants without regard to unlawful considerations of or discrimination against race, religion, creed, color, nationality, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition or characteristics, marital status, or any other classifications prohibited by applicable local, state, or federal laws. This policy is applicable to hiring, termination, and promotion, compensation, schedules, and job assignments, discipline, training, working conditions, and all other aspects of employment. As an employee, you are expected to honor this policy and to take an active role in keeping harassment and discrimination out of the workplace.

Accommodation for Individuals with Disabilities

OnSite Property Solutions complies with The Americans with Disabilities Act and all applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. OnSite Property Solutions also provides reasonable accommodation for such individuals in accordance with these laws. It is OnSite Property Solutions' policy to, without limitation:

1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that associates with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.

2. Administer medical examinations (a) to applicants only after conditional offers of employment have been extended, and (b) to associates only when justified by business necessity, such as for a second medical opinion or a fitness-for-duty exam.

3. Keep all medical-related information confidential in accordance with the requirements of the ADA and retain such information in separate confidential files.

4. Provide applicants and associates with disabilities with reasonable accommodation, except where such an accommodation would create undue hardship on OnSite Property Solutions.

5. Notify individuals with disabilities that OnSite Property Solutions provides reasonable accommodation to qualified individuals with disabilities, by including this policy in OnSite Property Solutions' associate handbook and in its corporate policies and procedures manual and by posting the Equal Employment Opportunity Commissioner's poster on not discriminating against individuals with disabilities and other protected groups conspicuously throughout OnSite Property Solutions' facilities.

Workplace Safety

It is the policy of OnSite Property Solutions to encourage safe working conditions and comply with set standards of safety established by management and by federal, state, and local laws. Associates must do everything possible to safeguard co-workers, visitors, and themselves against accidents. All regular associates will be covered by Worker's Compensation as prescribed by appropriate laws. 1. Any incident occurring at work which results in personal injury to an associate of the Company, no matter how minor, **must be immediately reported** to OnSite Property Solutions. Failure to follow this procedure may result in forfeiture of benefits, and may result in disciplinary action. Each associate is expected to obey safety rules and to exercise caution in all work activities. Associates must immediately report any unsafe conditions to the appropriate supervisor. Associates who violate safety standards, who cause hazardous or dangerous situations, or who fail to report, or where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

2. Associates injured at work must seek medical treatment from an eligible managed care provider. In an emergency, associates should seek immediate medical treatment. As soon as practicable, the associate should then contact OnSite Property Solutions. Failure to follow these procedures also could result in forfeiture of your claim.

3. A post-accident drug screening will follow a work-related accident.

4. Any fraudulent report of work injury will result in the immediate termination of all associates involved.

5. A certified statement must accompany all absences resulting from injuries at work from the treating physician(s).

6. Associates provided with safety equipment will be replaced at the associate's expense if lost, damaged, or stolen. Replacement will be provided if the equipment is shown to be defective.

7. Safety awareness and prevention training/in-house services will be coordinated by the supervisor.

8. OnSite Property Solutions provides information to associates about workplace safety and health issues through regular internal communication channels such as meetings, bulletin board postings, memos, or other written communications.

9. Associates and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Substance Abuse Policy Statement

OnSite Property Solutions is committed to providing a safe, productive and healthy work environment for all associates. That commitment is jeopardized when any OnSite Property Solutions associate illegally uses drugs on or off the job, comes to work under the influence, possesses, distributes or sells drugs in the workplace, or abuses alcohol on the job. Therefore, OnSite Property Solutions has established the following policy:

1. It is a violation of company policy for any associate to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on or off the job.

2. It is a violation of company policy for any associate to report to work under the influence of or while possessing in his or her body, blood or urine, illegal drugs in any detectable amount.

3. It is a violation of company policy for any associate to report to work under the influence of or impaired by alcohol.

4. It is a violation of the company policy for any associate to use prescription drugs illegally, i.e. to use prescription drugs that have not been legally obtained or in a manner or for a purpose other than as prescribed. (However, nothing in this policy precludes the appropriate use of legally prescribed medications.)

5. Violations of this policy are subject to disciplinary action up to and including termination. Everyone shares responsibility for maintaining a safe work environment, and co-workers should encourage anyone who has a drug problem to seek help. The goal of this policy is to balance our respect for individuals with the need to maintain a safe productive and drug-free environment. The intent of this policy is to send a clear message that the illegal use of drugs and the abuse of alcohol are incompatible with employment at OnSite Property Solutions.

Drug Testing Procedures

All job applicants who are applying for positions at OnSite Property Solutions are subject to testing for the presence of illegal drugs as a condition of employment. Applicants may be required to submit voluntarily to a urinalysis test by OnSite Property Solutions, and by signing a consent agreement, release this OnSite Property Solutions from liability. The confidentiality of any information received by the employer through a substance abuse testing program shall be maintained, except as otherwise provided by law. Any applicant with a confirmed non-negative test will be denied employment. If OnSite Property Solutions personnel have reasonable suspicion to believe that the job-applicant has tampered with the specimen, the applicant will not be considered for employment. This Company will not discriminate against applicants for employment because of a history of drug abuse. It is the current abuse of drugs, preventing associates from performing their jobs properly, that this Company will not tolerate. Individuals who have failed a pre-employment test may initiate another inquiry with the company after a period of not shorter than six (6) months; but they must present themselves drug-free as demonstrated by urinalysis or other test selected by this company. This Company has adopted testing practices to identify associates who use illegal drugs on or off the job or who abuse alcohol on the job. It shall be a condition of employment for all associates to submit to substance abuse testing under the following circumstances:

1. At the specific request of a client company prior to starting an assignment.

2. When there is reasonable suspicion to believe that an associate is using illegal drugs or abusing alcohol. 'Reasonable suspicion' is based on a belief that an associate is using or has used drugs or in violation of the employer's policy drawn from specific objectives and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon, but not limited to, the following:

A. Observable phenomena while at work such as direct observation of substance abuse or of the physical symptoms or manifestations of being impaired due to substance abuse;

B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

C. A report of substance abuse provided by a reliable and credible source;

D. Evidence that an individual has tampered with any substance abuse test during his or her employment with the current employer;

E. Information that an associate has caused or contributed to an accident while at work; or

F. Evidence that an associate has used, possessed, sold, solicited, or transferred drugs while operating the employer's vehicle, machinery, or equipment.

3. When associates have caused or contributed to an on-the-job injury that resulted in a loss of work time, which means any period of time during which time an associate stops performing the normal duties of employment and leaves the place of employment to seek care from a

licensed medical provider. An employer may send associates for a substance abuse test if they are involved in on-the-job accidents where personal injury or damage to company property occurs.

4. When a substance abuse test is conducted as part of a routinely scheduled associate fitnessfor-duty medical examination that is part of the employer's established policy or that is scheduled routinely for all members of an employment classification or group.

5. When a client-initiated substance abuse test is confirmed non-negative.

Opportunity to Contest or Explain Test Results Job applicants who have a non-negative confirmed test result may explain or contest the result to the Company within five (5) working days after the Company contacts the associate or job applicant and shows him/her the non-negative test result as it was received in writing. Associates with a confirmed non-negative for cause or random test result may, at their option and expense, have a second confirmation test made on the same specimen. An associate will not be allowed to submit another specimen for testing.

Smoking Policy

This is a smoke-free environment. You may not smoke anywhere inside OnSite Property Solutions or the facilities at any of OnSite Property Solutions Client Companies. Smoking in OnSite buildings or the buildings of OnSite Property Solutions Client Companies is grounds for immediate dismissal. If you smoke, you are to confine your smoking break to one in the morning and one in the afternoon. Please arrange the timing of those breaks with the management staff of Onsite Staffing Client Companies.

Confidentiality of Data

In consideration of their employment with the Company, employees will be exposed to information and materials which are confidential and proprietary and of vital importance to the economic well-being of the company or our client companies. Employees will not at any time disclose or use, either during or subsequent to their employment, any information, knowledge or data which they receive or develop during their employment which is considered proprietary by OnSite Property Solutions or Client Companies or which relates to the trade secrets of the company. Such information, knowledge or data includes the following which is by example only: processes, know-how, designs, drawings, diagrams, formulas, test data, accounting or financial data, pricing or salary data, marketing data, business plans and strategies, negotiations and contracts, research, customer or vendor lists, inventions and discoveries. Upon termination of employment with the Company, associates must promptly return any and all documents containing the above information, knowledge or data, or anything relating thereto, to the company.

Workplace Harassment

In keeping with our Equal Opportunity Employment clause, the Company will not tolerate on site discrimination or harassment on any legally protected bases, including that of physical characteristics, mental characteristics, race, religious or political views, nationality, disability, medical condition, sec, sexual preference, or gender identification. Harassment and discriminatory behavior among employees will result in disciplinary action, with the possibility of termination. Discrimination and harassment by customers or business associates should be immediately reported to your supervisor, at which point the Company will investigate and take corrective action. You are welcome to seek legal relief if you find the Company's actions inadequate. With respect to sexual harassment, OnSite Property Solutions prohibits the following:

1. Unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:

• Submission to such conduct is made either explicitly or implicitly a term or condition of employment

- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment or
- Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

2. Offensive comments, jokes, innuendoes, or other sexually oriented statements.

Complaint Procedure

Each associate of OnSite Property Solutions is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, associates are responsible for respecting the rights of their coworkers. If you experience any job-related harassment based on your sex, race, national origin, disability, or another factor, or believe that you have been treated in an unlawful, discriminatory manner, promptly report the incident to the Company, who will investigate the matter and take appropriate action, including reporting it to OnSite Property Solutions Client Companies. Your complaint will be kept confidential to the maximum extent possible. You will not be retaliated against, or be subject to any disciplinary action, for reporting such harassment. If OnSite Property Solutions determines that an associate is guilty of harassing another individual, then appropriate disciplinary action will be taken against the offending associate, up to and including termination of employment. OnSite Property Solutions prohibits any form of retaliation against any associate for filing a bona fide complaint under this policy or for assisting in a complaint investigation. However, if, after investigating any complaint of harassment or unlawful discrimination, OnSite Property Solutions determines that the complaint is not bona fide or that an associate has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

Corrective Action

The Company takes disciplinary matters very seriously, and will exact discipline as it sees fit for any unacceptable action or behavior. These may include:

- Excessive lateness and/or absence
- Improper or indecent conduct
- Poor communication
- Uncooperative attitude
- Abuse, perfunctory, or unauthorized possession of Company property
- Unauthorized use or disclosure of Company information
- Possession and/or use of illegal drugs, weapons, or explosives
- Illegal harassment and or discrimination of any kind
- Violation of Company policy

Disciplinary action may consist of anything from verbal/written warnings and counseling to demotion, transfer, suspension, or termination. Rather than follow rote procedures, the Company will handle each matter individually to ensure fairness to all involved.

OnSite Property Solutions Policies and Procedures

1. If you decide to resign or discontinue your current assignment, you MUST give OnSite Property Solutions a 48-hour notice. In most cases, failure to give appropriate notice will

result in termination. If employee must discontinue their assignment due to illness or injury, a note from a doctor must be provided to OnSite Property Solutions within two days of the first day missed on the assignment.

- 2. It is grounds for immediate termination if associate:
- accepts an assignment and does not arrive at the appointed time without notifying OnSite Property Solutions that they will be late.
- leaves the assignment before the scheduled time, and does not call and advise OnSite Property Solutions before they leave.
- does not show up at assignment and does not call to notify OnSite Property Solutions in a timely manner that they will be unable to attend the assignment.
- 3. All electronic and telephonic communication and information transmitted by, received from, or stored in OnSite Property Solutions' or their Client's systems are the property of OnSite Property Solutions and its Client Companies, and as such are to be used for job-related communications only. None of Client's property shall be used for personal use.
- 4. Associates that choose to take their cell phones to an assignment must keep their cell phones on silent or vibrate. Employees are permitted to use their cell phones when the associate is on break or at lunch.
- 5. Associates on assignment are not permitted to eat unless they are on a break or at lunch.
- 6. OnSite Property Solutions does not guarantee any associate is guaranteed full time or a set number of hours. No assignment should ever be considered permanent.
- 7. Associates must call or e-mail OnSite Property Solutions every Thursday to report availability for the following work week. *Failure to maintain weekly contact will indicate the associate has voluntarily quit and may affect the ability to receive unemployment benefits.*
- 8. The associate agrees not to accept direct employment with any company to which the associate has been introduced to by OnSite Property Solutions. If the associate violates this agreement he/she will be held liable for the direct placement fee and reimburse OnSite Property Solutions for the lost fee within thirty (30) days.
- 9. All candidates are responsible for updating OnSite Property Solutions of any direct contact made by or with any prospective hiring companies and inform OnSite Property Solutions of any job offerings. There is no charge for our services to the associate. Our fee is paid by the hiring company, unless the associate violates the direct employment agreement, then the associate will be held liable.
- 10. All temporary associates are paid from timesheets provided by Onsite Property Solutions. Associates must submit one timesheet for each property on which the associate has worked. Timesheets must be filled out completely and associate MUST have the MANAGER for the Client Company sign and date the completed time sheet for that week. Incomplete timesheets or timesheets submitted without signed approvals will not be processed.
- 11. Falsification of timesheets will result in immediate termination and employee is responsible for returning any money that was paid from falsified timesheet to OnSite Property Solutions immediately. Failure to repay will result in prosecution.
- 12. Pay period begins on Monday and ends on Sunday. Timesheets must be received no later than Sunday at 6:00 pm. Any timesheets received after the processing deadline will be processed the following week.

Associate Handbook Acknowledgment

This associate handbook describes important information about OnSite Property Solutions LLC., (the "Company") and I understand that I should consult my Department Head regarding any questions not answered in the handbook. I have entered into my employment relationship with OnSite Property Solutions LLC. voluntarily and acknowledge that there is no specified length of employment or promise of other guaranteed terms, benefits, or conditions of employment. Accordingly, either OnSite Property Solutions LLC. or I can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law. I further agree that if I elect to voluntarily terminate my employment with OnSite Property Solutions LLC., I will give the Company a 48-hour notice.

Since the information, policies, and benefits described herein are necessarily subject to change, I acknowledge that revisions to the handbook may occur, excluding OnSite Property Solutions LLC.'s policy of employment-at-will. Such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Operations Manager and Managing Partners of the Company can adopt or revise policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, taken part in an auditory review of the material to me, and I understand that it is my responsibility to refer to, and comply with, the policies contained in this handbook and any revisions made to it. It is also my responsibility to ask questions regarding anything I do not understand in this handbook. The handbook is presented in good faith as a companion guide to my employment success.

Failure to comply with these policies and procedures could lead to termination and may affect my ability to receive unemployment benefits.

Associates Signature

Date

Associate's Name (Printed)