



# Employee Handbook

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For Temporary Employees

2020

EQUAL OPPORTUNITY EMPLOYER

**This Employee Handbook replaces and supersedes all prior  
Employnet Employee Handbooks for Temporary Employees**

NOTE: This Employee Handbook governs the terms and conditions of your employment with Employnet. Employnet expressly reserves the right to change or withdraw these benefits and or policies at any time, without notice, with the exception of changes to the at-will employment relationship. Changes to the at-will employment relationship can be made only in a writing by the President of the Employer and the Employee, or his/her representative.

## TABLE OF CONTENTS

<b><i>Welcome!</i></b>	<b><i>1</i></b>
<b><i>Employee Handbook</i></b>	<b><i>2</i></b>
General Policies & Procedures	3
Standard Employment Practices	14
Leaves of Absence	20
Injury Process	28
<b><i>California Time of Hire Pamphlet (MPN)</i></b>	<b><i>29</i></b>
What is Workers' Compensation	31
Predesignation of Personal Physician	35
Notice Of Personal Chiropractor Or Personal Acupuncturist	36
<b><i>Health Insurance Marketplace Coverage</i></b>	<b><i>37</i></b>
Part A: General Information	37
Part B: Information About Health Coverage Offered by Your Employer	38
<i>Code of Safe Practices – Employnet, Inc.</i>	39
<b><i>Receipt and Acknowledgment of Employee Handbook</i></b>	<b><i>45</i></b>
<b><i>Acknowledgment and Receipt of Policy Against Harassment, Discrimination</i></b>	<b><i>46</i></b>



Welcome to Employnet, Inc. Please review the following information and feel free to keep this page as a quick reference guide during your relationship with Employnet, Inc. A complete employee handbook can be found at [www.employnet.com/forms](http://www.employnet.com/forms).

- **Application Procedures:** Complete the application packet in its entirety and return to your Employnet representative.
- **Timecards:** You will be provided access to our electronic timecard system, WebCenter, which we encourage you to use. We ask that you set up your account as soon as you receive the invitation email so you can start utilizing this system. We also have timecards available on our website, [www.employnet.com/forms](http://www.employnet.com/forms), in PDF format. Please print them out and fax them to us at 831-373-4517. They are due in our office no later than 10:00 am each Monday following the week worked. Please enter all hours worked from time of arrival to time of departure. Please also enter the time at which you left to take your meal period, and the time at which you returned to work. Please be sure to print your name, Client site, and week ending date at the bottom of each faxed timecard.
- **Pay Cycle:** Employnet operates on a weekly pay cycle; you will submit your timecard every Monday, and your paycheck will be mailed to you every Friday at the address you designate. Checks or paystubs are mailed from Monterey, California each Monday.
- **Direct Deposit:** You can opt for your check to be direct deposited into your account. The first and in some cases your second check will arrive as a regular paper check to your mailing address. This delay is caused by our need to pre-note your account to insure that your funds are put into the correct account. You will see the funds in your account each Friday. If it is a Federal Holiday the funds will be available the following business day.
- **Benefits:** Employees regularly scheduled to work thirty (30) or more hours per week (or fewer hours depending on state law) will be eligible for medical insurance coverage in accordance with federal or state law, as well as dental benefits. You will receive a new hire packet shortly after hire with more information. You may contact the various providers directly for any questions you may have.
- **Injuries:** If you are injured, please contact your immediate supervisor as soon as possible and then contact your Employnet representative. All injuries or incidents must be reported within 24 hours.

Should you have any questions: Please feel free to contact us Monday through Friday, 8:00 AM to 5:00 PM PST.

We congratulate you on your new position and welcome you to Employnet, Inc.

Sincerely,  
Employnet, Inc.

Employnet, Inc.  
(866) 527-HIRE



Welcome to Employnet, Inc. By completing our orientation process, you are seeking to join a team of hardworking professionals dedicated to consistently delivering outstanding service to our Clients and contributing to the financial success of Employnet, Inc., its clients, and its employees. Equal access to programs, services, and employment is available to all qualified persons. We consider the employees of Employnet, Inc. to be one of its most valuable resources. This handbook has been written to serve as the guide for the employer/employee relationship.

### **About This Handbook**

The following pages contain information regarding many of the policies and procedures of Employnet, Inc. (hereby referred to as "Employnet, Inc."). This is not an employment contract and is not intended to create contractual obligations of anykind.

Please remember that the employment relationship is "at-will," meaning that either you or Employnet, Inc. can terminate the employment relationship with or without cause and with or without prior notice. No supervisor has the authority to change this policy. Only the President of Employnet, Inc. has the authority to change or modify the "at-will" status of employees, and only in a writing signed by Employnet, Inc.'s President and the employee (or the employee's representative).

Other than the at-will employment relationship, Employnet, Inc. reserves the right to modify the policies and procedures of this handbook, or to withdraw or change them, at any time. We will notify you when an official change in policy or procedure has been made.

The policies contained in this handbook shall be applied to conform to federal and state law applicable in the state where you work. If you have any questions, please contact the Human Resources Manager by calling (866) 527-HIRE.

This Handbook is not intended to interfere with employees' rights to participate in concerted activity such as communicating with their co-workers regarding their wages, hours, or terms and conditions of employment, or with any other rights protected under the National Labor Relations Act ("NLRA").

Employnet, Inc. values the many talents and abilities of its employees and seeks to foster an open, cooperative and dynamic environment where employees and Employnet, Inc. alike can thrive. If you would like further information or have questions about any of the policies and procedures outlined in this handbook, please feel free to bring them to the attention of the Human Resources Manager.

### **Definitions**

In reviewing this handbook, please note the following definitions:

- "Company" means Employnet, Inc.
- "Client" means the client of Employnet, Inc. that you are assigned to work for.
- "Human Resources Manager" means Employnet, Inc., Human Resource Manager, located at 2555 Garden Road, Suite H, Monterey, CA 93940.
- "President" means Charles N. Tope, located at 2555 Garden Road, Suite H, Monterey, CA 93940.
- "Supervisor" means your immediate, Client site supervisor.



## **General Policies and Procedures**

### **At Will Employment**

Employnet, Inc. does not offer tenured or guaranteed employment. Unless Employnet, Inc. has otherwise expressly agreed in writing, your employment is **AT WILL** and may be terminated by you or by Employnet, Inc. at any time, with or without notice, for cause or for no cause.

Employment that is “at-will” is employment that may be terminated with or without cause, with or without notice, at any time, by the employee, Employnet, Inc., or the Client. No manager, supervisor or employee of Employnet, Inc. or of the Client has the authority to enter into any agreement for employment for any specified period of time. Only the President of Employnet, Inc. has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Any such agreement must be in writing signed by you, or your representative, and the President of Employnet, Inc.

### **Job Assignments**

Job assignments may be sporadic, intermittent, unpredictable, and irregular. As a result, significant gaps may occur between assignments. Nevertheless, the employment relationship will not end at the conclusion of any assignment, unless one of us expressly notifies the other of the decision to end the employment relationship in the manner noted above. In the absence of such notice, the end of an assignment will not constitute or be considered a discharge, release, resignation, or termination of the employment relationship.

Between assignments, we will continue to consider you for suitable work opportunities for which we determine you are qualified. You will not earn wages except when you perform actual work on assignments you are given or when otherwise required by law. You also may take advantage, on a purely voluntary basis, of our training resources between assignments.

While the employment relationship continues, you will be paid in accordance with the regular payday rules governing current employees. You will be paid on regular paydays following the completion of services on any assignment. If you expressly notify us of your decision to quit, or if you are terminated, you will receive your final wages when applicable law requires.

After you are hired, you normally will not need to complete a new application form or additional new-hire paperwork in order to receive additional assignments as long as you remain employed. Exceptions will occur if you seek a new assignment that requires special screening or if special requirements are imposed by a particular client or are required by law.

### **Review of Employee Handbook**

New employees will receive access to or a copy of the Employee Handbook and will be given the time to read it and ask any clarifying questions. The signed copy of the “Receipt and Acknowledgment of Employee Handbook” will be placed in the employee's personnel file. Please sign and return the form found at the back of this Handbook.

### **Reporting Changes**

You are responsible for promptly notifying an Employnet, Inc. representative of any change in your name, address, telephone number, marital status, tax withholding allowances, emergency contact information, insurance beneficiary, or dependent insurance coverage. Accurate and correct information is vital for benefits and insurance records and other Employnet, Inc. files.

### **Job Classifications**

Employees are classified by two major categories: "Exempt" and "Non-exempt." This handbook applies to both Exempt and Non-Exempt employees.

- (1) Exempt employees are generally salaried and fall into one or more of the following four classifications: executive, professional, administrative, or outside sales. These employees are exempt from the applicable provisions of state and federal ("Fair Labor Standards Act" or "FLSA") wage and hour laws.
- (2) Non-exempt employees are subject to provisions of state and federal (FLSA) wage and hour laws, including eligibility to receive overtime pay in accordance with those laws. Non-exempt employees are required to submit a time record for each pay period, approved by the appropriate supervisor, for the purpose of tracking hours worked and calculating compensation.

### **Pay Periods**

All employees are paid by way of regular United States Postal service mail. Checks will be mailed to the employee address on file with Employnet, Inc. on the Friday of the week following the week in which work is performed. The check date will be the Friday of that week. Alternative payment dates may be established for designated employees. Employees are paid for the hours entered and approved on the employee time sheet. As such, it is of the utmost importance that employees enter on their time sheet all hours worked including the time of arrival, the time when any meal period started and ended, and the time of departure.

You may also elect to be processed by way of ACH / Direct Deposit. This method is highly suggested. In this case funds will be put into your account each Friday following the week in which work was performed. Funds may take up to 24 hours to post to your account. If you are interested in receiving your wages by direct deposit, you should speak to an Employnet, Inc. representative.

### **Hours of Work**

Employnet, Inc.'s office hours are 8:00 a.m. to 5:00 p.m. PST, Monday through Friday. Work hours for employees are established by Employnet, Inc. and our Client for each employee.

The Employnet, Inc. office is closed on the following holidays: New Year's Day, Labor Day, Thanksgiving, Christmas, Memorial Day, and Fourth of July.

### **Meal and Rest Breaks**

Employnet, Inc. and the Client you support, establish when you will take your breaks and meal periods. Employnet, Inc. will provide breaks and meal periods in compliance with State and Federal law.

*California Employees:* If you are a non-exempt employee working in California, you will be provided a paid ten minute break for every four hours worked, or major fraction thereof. These breaks are to be ten consecutive uninterrupted minutes taken as close to the middle of the four hour period as practical. Supervisors at Client sites have the discretion to ask an employee to take a later rest period as

necessary to meet staffing requirements. Rest periods are intended to provide employees an opportunity for rest and relaxation and are always provided to employees. Accordingly, employees are entirely relieved from duty during their rest periods. Rest periods should be enjoyed away from employee work areas, and employees are not permitted to perform any duties during rest periods. If, due to an emergency, an employee is required to work through a rest period or to take a rest period of less than ten minutes, the employee must immediately notify his or her supervisor at the Client site and an Employnet, Inc. representative. All non-exempt employees working in California are required to comply with this rest period provision. Violations of this policy may result in disciplinary action, up to and including possible termination of employment.

A non-exempt employee working in California who works a five hour shift or longer will receive an unpaid meal period of at least thirty minutes by the end of the fifth hour of work. Non-exempt employees who work more than ten (10) hours in a workday will be provided a second meal period of at least thirty (30) minutes, which must begin before the completion of the tenth hour of the employee's shift.

Any employee who works at least five (5) hours but no more than six (6) hours in a workday may waive his or her meal period by mutual consent of Employnet, Inc., the Client, and the employee. Any employee who works more than ten (10) hours but fewer than twelve (12) hours in a workday may waive his or her second meal period by mutual consent of Employnet, Inc., the Client, and the employee, so long as the employee did not waive his/her first meal period of the workday.

Meal periods are intended to provide employees an opportunity for rest and relaxation and are always provided to employees. Accordingly, employees are entirely relieved from duty during their meal periods. Meal periods should be enjoyed away from employee work areas, and employees are not permitted to perform any duties during meal periods.

If, due to an emergency, an employee is required to work through a meal period, take a late meal period, or return to duty before the employee has taken at least a thirty (30) minute meal period, the employee must immediately notify his or her Client site supervisor and an Employnet, Inc. representative.

All non-exempt employees in California are required to sign out and back in on their timesheets at the beginning and ending times of their meal periods.

All non-exempt employees in California are required to comply with this meal period policy. Violations of this policy may result in disciplinary action, up to and including possible termination of employment.

The paid rest breaks may not be combined with the meal period nor used to make up for reporting to work late or to leave early.

### **Time Keeping**

Accurate time recording and reporting is a requirement for all labor performed. Your method of time reporting will depend on the Client and possibly the area where you work. The following are the possible methods of recording hours worked:

- Manual Time Sheet - A time sheet form shall be prepared for each employee at the beginning of each week. The employee is responsible for completing the time sheet on a daily basis. It shall be the responsibility of each employee to accurately record all hours worked. Time shall be rounded

up to the nearest one-quarter hour. Non-exempt employees must clock out for unpaid lunch breaks, and clock back in upon returning to work. The employee shall total the hours worked on the time sheet. The certification on the time sheet shall be signed by the employee prior to submitting the time sheet to Employnet, Inc. The time sheet shall be completed in ink. If errors are made, a single line shall be drawn through the incorrect entry and the correct entry shall be made. The employee will initial the correction. The time sheet shall be delivered to Employnet, Inc. by 10:00 AM each Monday following work performed. You will be notified of the method of delivering the time sheet.

- **Electronic Timekeeping** – At certain Client sites, you may be issued time clock or badge access that can be used to access work areas and/or for electronic timekeeping. Each time clock has a department code assigned to the clock. Employees are required to clock in/out at the time clock located in their department using their Employnet, Inc. assigned ID. If there is a problem with the time clock, the employee should notify the Client site supervisor and the Client site supervisor will direct the employee to the next appropriate time clock station. Employees should clock in no sooner than 5 minutes before/after the scheduled shift and clock out no later than 5 minutes before/after the scheduled shift. Nonexempt employees are required to clock in/out for lunch breaks in addition to the beginning and end of the day. If the employee misses an entry into the timekeeping system, the employee will notify the Client site supervisor and an Employnet, Inc. representative as soon as possible. The Client site supervisor will manually enter the employee's work hours via the manager time clock portal. Employees who consistently miss time clock entries will be subject to disciplinary action. In this case employees must enter their hours on a daily basis and these must be submitted to Employnet, Inc. no later than 10 AM following the week in which work was performed.
- **WebCenter** – You may be issued access to WebCenter, a web based method to track hours and process your pay. If you are entering your hours via Web, you will enter your hours at the end of each day to ensure you capture all hours worked. Your hours are reviewed by your Client site supervisor and approved online.

### **Overtime**

Employees are not to work overtime unless authorized to do so. Employees asked to work overtime are required to do so. Overtime is paid in accordance with the federal Fair Labor Standards Act and the laws of the State where the employee is performing work. Employees will be paid for all hours worked, but may be subject to disciplinary action for working overtime without authorization. Exempt employees are not eligible for overtime pay.

### **Payroll**

Both exempt and nonexempt employees will have federal and state taxes withheld from their wages. Payroll checks will not be released prior to the set pay schedule for any reason, nor will they be released to anyone other than the employee.

### **Expense Reimbursement**

Employnet, Inc. will reimburse employees for reasonable business expenses incurred in the course of performing their job duties. Employees are required to limit business-related expenses to reasonable amounts. In all cases, employees are required to obtain prior approval before incurring expenses on behalf of Employnet, Inc. Employees who have incurred reasonable business expenses in the course of their employment must submit a completed expense report together with all applicable receipts to an Employnet, Inc. representative within fifteen (15) days after incurring the business expense.



The use of a personal vehicle for Employnet, Inc. and its Clients' business activities must be approved in advance and in writing by Employnet, Inc.'s Human Resource Director. This does not include commute time from home to the place of work and from the place of work to the home. Employees must record mileage and submit for reimbursement. Reimbursement will be at the then-current mileage rate approved by the Internal Revenue Service. Falsification or exaggeration of the actual miles driven on Employnet, Inc. Client business will subject an employee to disciplinary action, up to and including termination of employment.

Employees who are involved in an accident while traveling on Employnet, Inc. Client business must promptly report the incident to the Human Resource Director.

If employees use or are asked to use their personal cell phones for Employnet, Inc. Client business, they should contact the Employnet, Inc. Human Resource Director.

### **Attendance & Punctuality**

As an employee of Employnet, Inc., you are required to be punctual and regular in attendance. Employees are required to report to work as scheduled, on time, and prepared to start work. Employees are expected to remain at their work areas for the entire work schedule, with the exception of meal and rest breaks. Late arrival, early departure, or other absences from scheduled hours are disruptive, should be avoided. Violation of this policy may result in disciplinary action including termination of an assignment with a Client, up to termination of employment with Employnet, Inc., unless applicable federal or state law provides otherwise

For planned absences, please notify your Employnet, Inc. representative and your Client site supervisor at least 48 hours in advance; documentation may be required unless applicable federal or state law provides otherwise. Examples of a planned absence include, but are not limited to:

- Regularly scheduled visits to doctors and dentists;
- Scheduled appointments related to the employee's child's school or daycare.

For unplanned absences, notify your Employnet, Inc. representative and your Client site supervisor as soon as possible given the circumstances.

Examples of an unplanned absence include, but are not limited to:

- Valid medical emergencies documented in writing unless applicable federal or state law provides otherwise.
- Events of an immediate and serious nature. These events will be evaluated on a case-by-case basis and permission granted at the discretion of Employnet, Inc. management, unless applicable federal or state law provides otherwise.

For long-term absences (more than 3 days), notify your Employnet, Inc. representative and your Client site supervisor at least 5 business days in advance, unless applicable federal or state law provides otherwise. Calling in sick or late must be done 1 ½ hours prior to start of the scheduled starting time, unless applicable federal or state law provides otherwise. You are expected to call your Employnet, Inc. representative **FIRST**, AND then contact your Client site representative. Leaving a message with a co-worker, another department/supervisor, or having a friend or relative call in, is not acceptable.

Absences due to illness may be excused with proper medical documentation stating that you were unable to work the days of your absence. Absences due to illness of two (2) consecutive days, or more, will require documentation. This policy does not apply to California employees' use of California Healthy Workplaces, Healthy Families paid sick leave.

Excessive absenteeism or tardiness (whether excused or not) will not be tolerated. Returning late from breaks and/or lunches will be considered unexcused tardiness. Attendance will be reviewed on a regular basis and employees not in compliance may be subject to disciplinary action.

If an employee is absent from work the day before, the day of, or the day after a holiday, Employnet, Inc. will review the circumstances of the absence, and it has discretion, based on that review, to issue the employee a written warning. This policy does not apply to California employees' use of paid sick leave provided for in this handbook.

Following is a chart concerning the possible disciplinary action for repeat absences, tardies, and failure to clock in. This chart serves as a guideline only. Employnet, Inc. may choose to delay or advance disciplinary action depending on the circumstances. Additionally, this chart does not apply to California employees' use of Healthy Workplaces, Healthy Families paid sick leave.

	<b>Occurrences/Days</b>	<b>Disciplinary Step and Action</b>
<b>Occurrence</b> 1 Occurrence is equal to <ul style="list-style-type: none"> <li>• 1 Absence</li> <li>• 2 Tardies</li> <li>• 2 Missed Clocks</li> </ul>	4 Occurrences	Step 1: Verbal Warning
	6 Occurrences	Step 2: Written Warning
	8 Occurrences	Step 3: Final Written Warning
	10 Occurrences	Step 4: Termination
<b>Total Number of Days Absent</b> <ul style="list-style-type: none"> <li>• Consecutive or Non-consecutive</li> </ul>	6 Days	Step 1: Verbal Warning
	9 Days	Step 2: Written Warning
	12 Days	Step 3: Final Written Warning
	15 Days	Step 4: Termination
<b>Single Day of No Call/No Show</b>	1 Occurrence	Step 1: Written Warning
	2 Occurrences	Step 2: Final Written Warning
	3 Occurrences	Step 3: Termination

Absences of two (2) consecutive working days, without proper notification, will be considered job abandonment and voluntarily quitting.

- **California Employees:** The above policy on Attendance and Punctuality does not apply to and does not affect the right of an employee in California to use paid sick leave under the California Healthy Workplaces, Healthy Families Act. Employees absent pursuant to the California Healthy Workplaces, Healthy Families Act must give reasonable advance notification if the need for the paid sick leave is foreseeable, and if the need for the paid sick leave is not foreseeable, must

provide notice of the need for the leave as soon as practicable. Employees absent pursuant to the California Healthy Workplaces, Healthy Families Act are not required to provide medical verification concerning their absence.

- Employnet, Inc. will not deny an employee working in California the right to use accrued Healthy Workplaces, Healthy Families Act paid sick days, or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued sick days or exercising or attempting to exercise the rights provided by the California Healthy Workplaces, Healthy Families Act of 2014.

### **Availability for Work**

Employees must be available for work during normal business hours. If, for any reason, there is a change in your work availability status, you must notify your Client site supervisor and your Employnet, Inc. representative at least one week prior to the change. For California employees, if the unavailability for work fits within the reasons under the California Healthy Workplaces, Healthy Families Act, and the employee has accrued, unused Healthy Workplaces, Healthy Families Act paid sick leave to apply, the employee must give reasonable advance notification if the need for the paid sick leave is foreseeable, and if the need for the paid sick leave is not foreseeable, must provide notice of the need for the leave as soon as practicable.

### **Benefits**

Temporary employees are eligible for benefits in accordance with Affordable Care Act (“ACA”) guidelines. For more information regarding benefits programs, please refer to the Employnet, Inc. Summary Plan Descriptions, which were provided to employees upon hire, or contact the Human Resource department.

### **Holidays**

Employnet Inc. and the Employnet, Inc. Client requirements, dictate the holiday policy for temporary employees. If your assignment involves holiday pay, this will be identified for you in a separate attachment to this handbook.

### **Drugs and Alcohol**

Employnet, Inc. recognizes the importance of maintaining a safe, efficient and healthy work environment for its employees and is committed to providing a drug free work environment. In keeping with this commitment, Employnet, Inc. has adopted this policy to ensure that employees perform their duties safely, efficiently, and in a manner that protects employees, Clients, and the interests of Employnet, Inc. Being under the influence of any drug and/or alcoholic beverage on the job poses serious risks to employee health and safety. Employnet, Inc. has therefore adopted a strict policy regarding the use or possession of drugs or alcohol. This policy applies to the use of marijuana, whether prescribed or used recreationally.

The manufacture, sale, distribution, dispensation, possession or use of intoxicating beverages, marijuana, narcotics and/or illicit drugs while on duty or being under their influence while on duty is prohibited and constitutes grounds for disciplinary action. Legally prescribed medications are permitted only to the extent that the use of such medications does not adversely affect the employee’s work ability, job performance, or the safety of that individual or others.

In order to promote a safe, productive and efficient workplace, Employnet, Inc. and its Clients reserve the right to inspect desks, boxes, packages, lunch boxes, purses, briefcases, backpacks, containers, and other objects brought onto Employnet, Inc. or Client property that might conceal alcohol, marijuana, and/or illegal drugs. Failure to cooperate with a requested inspection may result in immediate termination of

employment.

Employnet, Inc. retains the right to requiring testing under the following circumstances:

- **Pre-employment.** Drug, marijuana, and alcohol tests will be conducted on all employees being considered for certain positions with certain Clients based on government regulations requiring such testing, or based on Client policies requiring such testing due to the nature of the position.
- **Reasonable Suspicion.** Drug, marijuana, and alcohol tests will be conducted whenever there is a reasonable suspicion that an employee is under the influence of alcohol, marijuana, or another chemical substance. Employnet, Inc.'s determination that reasonable suspicion exists to require the employee to undergo an alcohol, drug, marijuana, and controlled substance test will be based on objective symptoms such as specific, contemporaneous, articulable observations concerning the employee's appearance, behavior, speech, body odors and/or other facts. The observations may include indications of the chronic and withdrawal effects of controlled substances. A reasonable suspicion may be based on evidence of erratic job behavior, including, but not limited to, a decline in an employee's productivity, higher than average accident rates, repeated tardiness or absence from work, violent behavior, emotional unsteadiness, sensory/motor skill malfunctions or possession of marijuana, a controlled substance or a dangerous drug. A reasonable suspicion may also be based on evidence of any kind that an employee may be impaired or present a safety risk to himself/herself or others. Human Resources must be consulted before an employee is subjected to reasonable suspicion testing.
- **Post-Accident.** Drug, marijuana, and alcohol tests will be conducted after an accident in which employee use of alcohol, marijuana, drugs, and/or other controlled substances is likely to have contributed to the incident, whether the incident resulted in injury or not. The drug test must be able to accurately identify impairment caused by drug use. Only those employees reasonably suspected to have been using alcohol, marijuana, drugs, and/or other controlled substances and whose actions, or failure to act, are reasonably believed to have caused or contributed to the accident will be tested. Investigation and subsequent testing, if warranted, must take place within no more than two (2) hours following the accident.

If an employee refuses to cooperate with the administration of a drug test under any of the circumstances set forth above, the refusal will be handled in the same manner as a positive result.

Employees that receive an inconclusive drug test result during a pre-employment, reasonable suspicion, or post-accident drug test will be immediately re-tested at Employnet Inc.'s expense. An inconclusive test result on the second pre-employment drug test may result in disqualification of the applicant from employment. An inconclusive test result on the second reasonable suspicion or post-accident drug test may result in immediate discharge.

Employees who have violated this policy are subject to discipline up to and including discharge. An employee who is discharged for testing positive is not eligible for rehire by Employnet, Inc. for a 90-day period. Upon reapplying, the employee will be subject to the drug tests described in this policy.

### **Violence & Weapons**

Employnet, Inc. takes threats of violence extremely seriously. Any act or threat of violence by any employee against any employee including any co-worker or supervisor, or against any customer, supplier, partner, visitor, or any other person that the employee comes into contact with related to his/her job with Employnet, Inc. is strictly prohibited. This policy applies to all Employnet, Inc. employees, whether on or off Employnet, Inc. or Client property.

Any use or possession of weapons, whether illegal or not, is prohibited on Employnet, Inc. and Client

property, and while on Employnet, Inc. or Client business. "Weapons" include knives, guns, martial arts weapons, or any other object that is used as a weapon. Any employee caught possessing a weapon while on Employnet, Inc. or Client property will be disciplined, up to and including termination.

### **Smoking**

Smoking is not allowed in Employnet, Inc. or Client facilities.

### **Workplace Attire**

Employees are expected to use good judgment and taste and to show courtesy to their co-workers, associates, and others they come into contact with while working by dressing in a professional, neat, clean fashion that is presentable and appropriate to their work environment or as required by their assignment. Some Employnet, Inc. clients require uniforms for the employees. If required, Employnet, Inc. or the Client may provide uniforms or the employee will be reimbursed for the cost of such uniforms. Some Employnet, Inc. Clients may have specific dress codes that you must follow.

### **Telephone Use**

Telephones are provided to enable employees to carry out work assignments in an efficient manner. Personal telephone calls should be kept to a minimum and personal toll calls should not be made at Employnet, Inc.'s or Client's expense.

### **Voice Mail and Electronic Mail**

All electronic and telephone communication systems and all communications and information transmitted by, received from, or stored in these systems are the property of Employnet, Inc. or the Employnet, Inc. Client, and as such are intended for job-related purposes. Personal use should be kept to a minimum. Electronic or telephone communication systems may not be used to transmit messages that may be considered inappropriate under Employnet, Inc.'s or Client's policies, including those policies prohibiting harassment, discrimination, and retaliation. Employees are not permitted to use a code or password, access a file, or retrieve any stored communication unless authorized to do so or unless they have received prior clearance from an authorized Employnet, Inc. representative. All pass codes and passwords of employees are the property of Employnet, Inc. or the Client and may be used by Employnet, Inc. and/or the Client to access electronic and telephone communications at any time. Employnet, Inc. and the Employnet, Inc. Client reserve the right to monitor any electronic, telephone, or other communications made using Employnet, Inc. systems or property.

Employnet, Inc. and the Client reserve the right to retrieve any messages composed, sent, received, or downloaded on their systems. Please note that even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of messages cannot be ensured to anyone. While voicemail, electronic mail, and Internet may accommodate the use of passwords for security, confidentiality cannot be guaranteed. All electronic communication systems may be subject to regular monitoring.

Nothing in this policy is intended to interfere with employees' rights to participate in concerted activity such as communicating with their co-workers regarding their wages, hours, or terms and conditions of employment, or with any other rights protected under the National Labor Relations Act ("NLRA").

### **Use of Employnet, Inc. and Client Vehicles**

All Employnet, Inc. and Client vehicles are to be used for business purposes only. Associates are not permitted to drive Employnet, Inc. or Client vehicles unless authorized by Employnet, Inc. in writing, and only after meeting criteria set forth in the Client Driving Agreement.

### **Use of Employnet, Inc. and Client Property**

All Employnet Inc. and Client workspace, including file cabinets and lockers, are the property of Employnet, Inc. or the Client and must be available to management at all times. The use of personal locks on any Employnet, Inc. or Client property is strictly forbidden. No Employnet, Inc. or Client property may be used to house personal files or items. No Employnet, Inc. or Client equipment, including computers, photocopiers or printers, may be used for personal business.

### **Confidentiality**

During the course of employment, Employnet, Inc. and Client's employees will have access to, and become acquainted with, intellectual property and information of a confidential, proprietary, or secret nature that is or may be related to the present or future business of Employnet, Inc. or Client. Examples of intellectual property, confidential and proprietary information include Employnet, Inc.'s and Client's trade secrets, trade names, customer lists, customer identity, customer addresses, marketing plans and strategies, financial information, supplier and vendor data, and customer preference data. All such confidential and proprietary information is the sole property of Employnet, Inc. and Client and it may not be used by any Employnet, Inc. employee for any purpose other than to promote Employnet, Inc. or Client business.

Employees shall not use or disclose any Employnet, Inc. or Client intellectual property, or confidential or proprietary information, during their employment with Employnet, Inc. or at any other time after their employment ends, except as required in the course of performing their duties for Employnet, Inc. Employnet, Inc. will vigorously pursue all legal and equitable remedies to protect its intellectual property, confidential and proprietary information, and trade secrets.

Nothing in this policy is intended to interfere with employees' rights to participate in concerted activity such as communicating with their co-workers regarding their wages, hours, or terms and conditions of employment, or with any other rights protected under the National Labor Relations Act ("NLRA").

### **Postage, Shipping and Office Supplies**

Postage, shipping and office supplies paid for by Employnet, Inc. or the Client are for business purposes and are not to be used for an employee's personal purposes.

### **Personal Property**

Employnet, Inc. does not assume responsibility for any personal property located on its premises. Employees are to use their own discretion when choosing to bring personal property into the office and do so at their own risk. Additionally, employees may not bring or display in the office any property that may be viewed as inappropriate or offensive to others. Please see the Policy against Harassment, Discrimination, and Retaliation.

### **Personal Safety**

The safety of each employee's health and security is very important to Employnet, Inc. Employnet, Inc. is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. Maintaining a safe work environment, however, requires the continuous cooperation of all employees.

Employnet, Inc. will maintain safety and health practices consistent with the needs of our industry. If you are ever in doubt about how to safely perform a job, it is your responsibility to ask your Client supervisor, an Employnet, Inc. representative, or the Employnet, Inc. Human Resources Manager for assistance. Any suspected unsafe conditions and all injuries that occur on the job must be reported immediately.

Compliance with these safety rules is considered a condition of employment. Therefore, it is a requirement that each employee make the safety of employees an integral part of her/his job. It is the responsibility of each employee to accept and follow established safety regulations and procedures.

New employees must read and understand the Code of Safe Practices and the Injury and Illness Prevention Program. If you do not understand something that you have read, please refer your questions to your Client supervisor, an Employnet, Inc. representative, or the Employnet, Inc. Human Resources Manager.

### **Monitoring & Searches**

All Employnet, Inc. and Client property is subject to monitoring and review at all times. This includes, but is not limited to, Employnet, Inc. and Client desks, offices, lockers, vehicles, computers and email files. Reasons for searches and reviews include, but are not limited to, personal abuse of Employnet, Inc. and Client property, theft investigation and improper disclosure of confidential information.

Employnet, Inc. and Client retain the right to conduct searches at any time. This includes the right to search individual computers or files, even if protected by a password. Any employee that attempts to obtain or alter a password for the purpose of accessing restricted files will be subject to disciplinary action, up to and including termination.



## **Standard Employment Practices**

### **Equal Employment Opportunity**

Employnet, Inc. is an Equal Opportunity employer. Employnet, Inc. will not discriminate against qualified applicants or employees with respect to any terms or conditions of employment based on race, religion (including religious dress and religious grooming), color, national origin, ancestry, citizenship, physical disability, mental disability, legally protected medical condition, genetic information, marital status, registered domestic partner status, sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (defined as each person's internal understanding of their gender), gender expression (a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex assigned at birth), sexual orientation, age, military or veteran status, or any other characteristic protected under federal or state law or local ordinance.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Employnet, Inc. will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability unless doing so would result in an undue hardship.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Human Resources Manager and request such an accommodation. The Client, Employnet, Inc., and the applicant or employee will engage in an interactive process to identify and evaluate possible accommodations. If an accommodation is identified that is reasonable and will not impose an undue hardship, Employnet, Inc. and the Client will make the accommodation.

Employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of the Human Resources Manager or Charles N. Tope, President. Employees can raise legitimate concerns and make good faith reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including discharge.

### **Policy against Harassment, Discrimination, and Retaliation**

#### *Purpose of Policy*

Employnet, Inc. is committed to providing a work environment for its employees, volunteers, independent contractors, unpaid interns, and applicants that is free of discrimination, harassment, and retaliation. The purpose of this policy is to promote equal employment opportunity and to assist all persons in understanding their rights, duties, and obligations. In keeping with this policy, Employnet, Inc. strictly prohibits discrimination and harassment of any kind, including discrimination and harassment on the basis of sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), race, color, religion (including religious dress and religious grooming), gender, gender identity (defined as each person's internal understanding of their gender), gender expression (a person's gender related appearance or behavior, whether or not stereotypically associated with the person's sex assigned at birth), age, mental or physical disability, legally protected medical condition, genetic information, national origin, citizenship, ancestry, marital status, registered domestic partner status, military or veteran



status, sexual orientation, or any other characteristic protected under Federal or State law or local ordinance.

Employnet, Inc.'s policy against harassment, discrimination and retaliation applies to all persons involved in the operation of Employnet, Inc. and prohibits unlawful discrimination, harassment, and retaliation by Employnet, Inc.'s employees, managers, supervisor, co-workers, independent contractors, interns, volunteers, and third parties including but not limited to clients, customers, visitors, suppliers, vendors and others doing business with Employnet, Inc. with whom employees come into contact during the course of their work for Employnet, Inc.

Employnet, Inc. also prohibits abusive and hostile conduct in the workplace, which is conduct undertaken with malice that a reasonable person would find hostile, offensive, and unrelated to Employnet, Inc.'s legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance.

This policy prohibits discrimination and harassment in the form of sexual favoritism, which occurs when individuals are qualified for but are denied an employment opportunity or benefit because the person who received the employment opportunity or benefit submitted to sexual advances or requests. Favoritism or preferential treatment in the terms and conditions of employment on the basis of sexual conduct, sexual attraction, appearance, and/or physical characteristics or attributes is also prohibited.

This policy also prohibits harassment and discrimination in the form of sex stereotyping. As used in this policy, the term "sex stereotype" means an assumption about a person's appearance or behavior, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex.

This policy also prohibits discrimination and harassment against an individual who is transitioning, has transitioned, or is perceived to be transitioning. "Transitioning" in this context refers to a process some transgender people go through to begin living as the gender with which they identify, rather than the sex assigned to them at birth.

In addition, retaliation of any kind against individuals who file complaints or who assist in Employnet, Inc.'s investigation of a discrimination, harassment, or retaliation complaint is prohibited.

### *Harassment Defined*

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with an employee's work performance. Sexual harassment is defined as any unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature which (1) has been made either explicitly or implicitly a term or condition of an individual's employment, (2) is used as a basis for employment decisions such as promotions and benefits affecting such individual, or (3) substantially interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment. Harassing conduct can take many forms, but the most common forms may include, but are not limited to, the following:

- Verbal Harassment such as epithets, vulgar or derogatory jokes or comments, slurs, negative stereotyping, and unwelcome remarks when directed at an individual based on a protected characteristic listed in this policy;

- Physical Harassment such as physical interference with normal work, impeding or blocking another's movement, assault, unwelcome physical contact, staring at a person's body, physically interfering with normal work or movement, and threatening, intimidating or hostile acts when directed at an individual based on a protected characteristic listed in this policy;
- Visual Harassment such as offensive, derogatory, sexually oriented, or obscene photographs, calendars, posters, cards, cartoons, drawings and gestures, display of sexually suggestive or lewd objects, e-mail, computer graphics or images, unwelcome notes or letters, and any other written or graphic material that denigrates or shows hostility or aversion toward an individual because of a protected characteristic, that is placed on walls, bulletin boards, or elsewhere on Employnet Inc.'s or the Client's premises or circulated in the workplace; and
- Sexual favors, e.g., unwanted sexual advances, which condition an employment benefit upon an exchange of sexual favors.

Sexually harassing conduct may be either "quid pro quo" or "hostile work environment" sexual harassment.

- "Quid pro quo" (Latin for "this for that") sexual harassment is characterized by explicit or implicit conditioning of a job or promotion on an applicant or employee's submission to sexual advances or other conduct based on sex.
- "Hostile work environment" sexual harassment occurs when unwelcome comments or conduct based on sex unreasonably interfere with an employee's work performance or create an intimidating, hostile, or offensive work environment.

Sexual harassment includes harassment of women by men, of men by women, and same-sex, gender-based harassment. Sexual harassment need not be motivated by sexual desire.

*Reporting and Investigating Harassing, Discriminatory, and/or Retaliatory Conduct*

If you believe that the comments, gestures, or conduct of any Client, Client supervisor or manager, Client employee, co-worker, Employnet, Inc. employee, Employnet, Inc. supervisor or manager, independent contractor, customer, vendor, or other third party doing business with or for Employnet, Inc. or Client are harassing, discriminatory, retaliatory, or constitute misconduct in violation of this policy, you are required to immediately report the facts of the incident to the Human Resources Manager or to your Client supervisor or an Employnet representative. Your report may be verbal or written and should include details of the incident or incidents, names of the individuals involved, and names of any witnesses. No adverse action will be taken against an employee who makes a report or cooperates in the investigation of a report of discrimination, harassment, or retaliation. Any Employnet or Client manager, Employnet or Client supervisor, or employee who receives a complaint or report of harassment, discrimination, or retaliation must immediately report such complaint to the Human Resources Manager or to the President of Employnet, Inc. so that the complaint can be investigated in accordance with this policy. Employnet, Inc. will keep the complaint and investigation confidential to the extent possible.

Employnet, Inc.'s policy is to have a qualified individual timely conduct a fair, thorough, objective and complete investigation of the complaint and provide all parties appropriate due process. Employnet, Inc. will document and track the investigation to ensure reasonable progress. At the conclusion of its investigation, Employnet, Inc. will evaluate whether discrimination, harassment, or retaliation has occurred based on the evidence collected. Employnet, Inc. will look at the totality of the circumstances,

including the nature of the conduct and the context in which it occurred, and will determine appropriate options for remedial actions and resolutions where necessary. Employnet, Inc. will, as promptly as possible, communicate its findings, including the remedial action (if any) to be taken, to the accused and to the complainant, and, when appropriate, to any other person who is directly concerned. Employnet, Inc. will keep the complaint and investigation confidential to the extent possible.

#### *Corrective Action*

If Employnet, Inc. determines that discrimination, harassment, or retaliation has occurred, Employnet, Inc. will take corrective or remedial action commensurate with the severity of the offense. This action may include disciplinary action against the accused up to and including termination of employment. Steps will be taken, as necessary, to prevent any further discrimination, harassment, or retaliation.

#### *Retaliation*

No individual will suffer any reprisals or retaliation for reporting or making a complaint or for participating in any investigation of incidents of discrimination, harassment, or retaliation, or perceived discrimination, harassment, or retaliation.

#### *Additional Enforcement Action*

Employnet, Inc. encourages all employees to immediately report any incidents of discrimination, harassment, retaliation, or misconduct forbidden by this policy so that complaints can be resolved promptly. You should also be aware that the Federal Equal Employment Opportunity Commission (“EEOC”) and the California Department of Fair Employment and Housing (“DFEH”) investigate and prosecute complaints of prohibited discrimination, harassment, and retaliation in employment. If you think you have been discriminated against, or harassed, or that you have been retaliated against for resisting such behavior or for complaining about it, or for participating in an investigation about a claim, you may file a complaint with either of these agencies. The nearest DFEH and EEOC branch offices are listed in the telephone book and online.

#### **Immigration Law Compliance**

Employnet, Inc. is committed to full compliance with federal immigration laws and will not unlawfully discriminate on the basis of citizenship or national origin. All offers of employment are contingent on verification of your right to work in the United States. Under federal law, all newly hired employees must produce original documentation establishing their identity and right to work in the United States, and complete USCIS Form I-9, attesting that they have a right to work in the United States. Form I-9 must be signed on your first day of employment. Documentation from the Form I-9 List of Acceptable Documents establishing identity and right to work in the United States must be provided within three (3) business days of your first day of employment.

#### **Criminal Convictions**

Depending on the job duties of a position with a Client, as well as federal and state legal requirements that may apply to the position, employment in a position with a Client may be contingent upon whether the employee has been convicted of certain criminal offenses, to the extent allowed by law. No questions about criminal convictions will be asked until a conditional job offer has been made to the individual. If, after a conditional job offer has been made, it is discovered that the employee has been convicted of certain criminal offenses as provided by law, Employnet, Inc. will first do an individualized assessment as to whether the conviction has a direct and adverse relationship with specific job duties that would justify denying employment. If Employnet, Inc. preliminarily decides not to hire or place the individual based on the conviction, Employnet, Inc. will send written notice to the individual so that he or she can respond. Employnet, Inc. will consider any information the individual provides. If Employnet, Inc. still decides not to hire the individual or place the individual with the Client, Employnet, Inc. will provide the individual

with written notice including certain specific information.

Exceptions to this policy may apply pursuant to state and federal laws and regulations.

### **Standards of Conduct**

Employnet, Inc. requires that all employees conduct themselves in a professional and ethical manner. Employees are prohibited from conducting business that is unethical in any way, or influencing other employees to act unethically. Furthermore, employees are required to report any dishonest activities or damaging conduct to an appropriate supervisor. This policy is not intended to interfere with employees' rights to participate in concerted activity such as communicating with their co-workers regarding their wages, hours, or terms and conditions of employment, or with any other rights protected under the National Labor Relations Act ("NLRA").

By accepting employment with us, you have a responsibility to Employnet, Inc., Employnet's clients, and your fellow employees to adhere to certain rules of behavior and conduct. Employnet, Inc.'s policy prohibits the following conduct, and violation of this policy may result in disciplinary action, up to, and including termination.

- Negligence or willful inattention to duties or responsibilities.
- Discourteous or insubordinate conduct.
- Theft or dishonesty.
- Smoking on the premises of Employnet, Inc. or of Client.
- Frequent absences or tardiness. This policy does not apply to California employee use of Healthy Workplaces Healthy Families paid sick leave.
- Altering or falsifying timesheets or other documents.
- Failure to adhere to personnel policies and procedures.
- Disregard of safety or health rules.
- Being under the influence or using alcohol, marijuana, or illegal drugs during work hours.
- Harassment or discrimination in any form, including verbal, physical and visual.
- Failure to maintain proper standards of performance or productivity.
- Disclosing confidential information or removing confidential or proprietary information from the premises.
- Violation of any Employnet, Inc. policy, including but not limited to any of the policies described in this Handbook, as revised from time to time.

Employees should be aware that the above is not an exhaustive list, and conduct not specifically listed above, but which adversely affects or is otherwise detrimental to the interests of the Client, other employees, or customers may also be prohibited.

In the event that you become aware of another employee's behavior or actions listed above, or other conduct which you believe is inappropriate, illegal, problematic, or in any way inhibits or affects your job performance or the Employnet, Inc. work environment, you are required to discuss such behavior or actions with the President of Employnet, Inc., Employnet, Inc.'s Human Resources Manager, an Employnet, Inc. representative, your Client supervisor, or other appropriate management personnel.

Employnet, Inc. will promptly, thoroughly and confidentially investigate all reasonable concerns and, where necessary, appropriate corrective action will be taken. Employnet, Inc. requires your cooperation in the investigation of any complaint, and retaliation against employees who report such conduct, or

cooperate in any investigation, is prohibited. To the extent practicable, Employnet, Inc. will maintain the confidentiality of the employee who makes the report, and employees who cooperate in the investigation.

Nothing in this policy waives the at-will nature of your employment. Employment with Employnet, Inc. is at-will, and Employnet, Inc. or the employee may end the employment relationship at any time, with or without notice, and with or without cause.

This policy is not intended to interfere with employees' rights to participate in concerted activity such as communicating with their co-workers regarding their wages, hours, or terms and conditions of employment, or with any other rights protected under the National Labor Relations Act ("NLRA").

#### **Personnel File**

Employnet, Inc. keeps personnel files on each of its employees. These files are confidential in nature and are kept secure. They will not be copied or be removed from the premises unless there is a legitimate business reason to do so.

All current employees have a right to inspect their own personnel file at reasonable times, at a reasonable place, and on reasonable notice. In addition, an employee has the right to request copies of his or her payroll records (itemized wage statements) and personnel records relating to the employee's performance or to any grievance about the employee in the employee's personnel file, as well as all employment-related documents that the employee has signed. An employee may inspect only his or her own personnel file and only in the presence of Employnet, Inc.'s Human Resource Director or an Employnet, Inc. supervisor. If you wish to inspect your personnel file, you should contact Employnet, Inc.'s Human Resource Director so that a time for inspection can be arranged. Personnel files are the property of and cannot be removed from the office premises without written authorization from the President or the Human Resource Director of Employnet, Inc. No employee may alter or remove any document in his or her personnel file.

#### **Federal Earned Income Tax Credit (EITC) Notification**

Based on your annual earnings, you may be eligible to receive the earned income tax credit from the federal government. The earned income tax credit is a refundable federal income tax credit for low income working individuals and families. The earned income tax credit has no effect on certain welfare benefits. In most cases, earned income tax credit payments will not be used to determine eligibility for Medicaid, supplemental security income, food stamps, low-income housing or most temporary assistance for needy families' payments. Even if you do not owe federal taxes, you must file a tax return to receive the earned income tax credit. Be sure to fill out the earned income tax credit form in the federal income tax return booklet. For information regarding your eligibility to receive the earned income tax credit, including information on how to obtain the IRS Notice 797, or any other necessary forms and instructions, contact the Internal Revenue Service at 1-800-829-3676 or through its Web site at [www.irs.gov](http://www.irs.gov).



## Leaves of Absence

### **Family and Medical Leave of Absence**

Family and Medical Leave is available under federal law for employees to take care of their own serious health conditions, to take care of the serious health conditions of certain defined family members, for the birth or adoption of an employee's child or placement of a foster child with the employee, as well as military exigency and military caregiver leave.

Employnet, Inc. provides family leave to its eligible employees according to the terms of the Family and Medical Leave Act ("FMLA"), and for those employees working in California, according to the terms of the California Family Rights Act ("CFRA") and the federal Family and Medical Leave Act ("FMLA").

### ***Eligibility***

To be eligible for family care, medical, military exigency, and military caregiver leave under this section, an employee must (a) have worked for Employnet for at least twelve (12) months, **and** (b) have worked for Employnet, Inc. for at least 1,250 hours in the twelve (12) months immediately preceding the date the requested leave would begin. The employee must also work at a worksite where 50 or more employees are employed by Employnet, Inc. within 75 miles of that worksite in order to be eligible for FMLA or (for employees in California) CFRA leave under this policy.

An employee returning from covered military service will be credited with the hours of service that would have been performed but for the period of military service in determining the 1,250 hours of service.

### ***Permissible Uses***

Family care and medical leave may be requested for one or more of the following reasons:

- the birth of a child of the employee, including but not limited to baby bonding with a child after birth;
- the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, including but not limited to bonding with the child;
- to care for a spouse (including same-sex partners in marriage), child, parent (biological, foster, or adoptive parent, step-parent, legal guardian, or other person who stood in loco parentis to the employee when the employee was a child) or registered domestic partner of the employee who has a serious health condition;
- an employee's own serious health condition that makes the employee unable to work at all or unable to perform any one or more of the essential functions of the position of that employee;
- a "qualifying exigency" arising because the employee's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty); or
- the employee is needed to care for his or her spouse, son, daughter, parent, or next of kin who is an active service member in the U.S. Armed Forces (including the National Guard and Reserves) or a covered veteran, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness (referred to as Military Caregiver Leave).

A "serious health condition," as referenced above, is an illness, injury, impairment, or physical or mental

condition that involves an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that prevents the employee from performing the essential functions of the employee's job or prevents the qualified family member from participating in school or other daily functions.

***Qualifying exigency leave***, referenced above, may be requested when there is a qualifying military exigency as defined by the U.S. Department of Labor arising out of the fact that an employee's spouse, child, or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Qualifying military exigencies include the following:

- *Short-notice deployment* where the employee may take leave to attend an issue that arises from the fact that a covered military member is notified of an impending call or order to active duty seven (7) or less calendar days prior to the date of deployment. Leave taken for this purpose can be used for a period of seven (7) calendar days beginning on the date the covered servicemember receives the notification.
- *Military events and related activities* where the employee may take leave to attend to official ceremonies, programs or events related to the call to active duty and to attend family support or assistance programs, or informational briefings related to the call to active duty.
- *Childcare and school activities* where the employee may take leave to arrange for alternative childcare or to provide childcare on an urgent, immediate need basis when the need arises from the call to active duty, to enroll or transfer a child to a new school or daycare facility, to attend meetings with school or daycare facility staff regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors.
- *Financial and legal arrangements* where the employee may take leave to make or update financial or legal arrangements related to the covered servicemember's absence, such as preparing powers of attorney, wills, transferring bank accounts, and the like, or appearing or acting on behalf of the absent servicemember in matters related to military benefits.
- *Counseling* (by someone other than a health care provider) where the employee may take leave to attend counseling for the employee, the covered military member, or for a child or dependent, the need for which arises from the call to active duty of the covered servicemember.
- *Rest and recuperation* where the employee may take up to fifteen (15) calendar days of leave to spend time with a covered servicemember each time the servicemember is on short-term rest and recuperation leave during the period of deployment.
- *Post-deployment activities* where the employee may take leave for a period of up to ninety (90) days following the termination of the deployment to attend arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs provided by the military, or to address issues that arise out of the death of a covered servicemember.
- *Parental care* where the parent of a covered servicemember is incapable of self-care.
- *Additional activities* where the employee may take leave to address other events that arise

out of the call to active duty as the Company and the employee may agree as to both timing and duration.

***Military caregiver leave***, referenced above, may be requested to care for a covered servicemember if the employee is the covered servicemember's spouse, child, parent, or next of kin. For purposes of this leave, a covered servicemember is (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. "Covered veteran" means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

### ***Amount of Leave***

- ***Family Care, Medical, and Qualifying Exigency Leave***

Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care, medical, and military exigency leave in a rolling 12-month period measured backwards from the date the employee's leave commences.

Family care leaves for the birth, adoption, or foster care placement of a child must be concluded within 12 months of the birth, adoption, or placement. For employees working in California, leave taken under the California Family Rights Act (CFRA) shall run concurrently with the leave taken under the Family and Medical Leave Act (FMLA) as permitted by law, and shall commence as of the date leave taken under the FMLA commences. However, for employees working in California, leave that is taken under the provisions of the CFRA to care for an employee's registered domestic partner who has a serious health condition or for baby bonding shall not run concurrently with FMLA leave.

- ***Military Caregiver Leave***

Provided all the conditions of the policy are met, an employee may take a maximum of 26 weeks of military caregiver leave in a single 12-month period, including the time the employee takes for a family care, medical or qualifying exigency leave during that period. This 12-month period will be measured forward from the first day leave is taken.

- ***Intermittent Leave***

Medical leave for the employee's own serious health condition, family care leave for the serious health condition of the employee's spouse, registered domestic partner, parent, or child, and military caregiver leave may be taken intermittently or on a reduced schedule when medically necessary. Where the intermittent or reduced schedule leave is for planned medical treatment, the employee must make an attempt to schedule the treatment so as not to disrupt unduly Employnet, Inc.'s and the Client's operations. Where the family care leave is to be taken in connection with the birth, adoption, or foster placement of a child, the minimum duration for each period of leave is two (2) weeks, except that the employee may request leave of less than two (2) weeks duration on any two (2) occasions. Military exigency leave also may be taken intermittently or on a reduced schedule.

### ***Leaves Effect on Pay***

Leave under the FMLA and, for employees working in California, leave under the CFRA, is unpaid.



However, employees working in California may be entitled to California State Disability Insurance (SDI). Employees working in California also may be entitled to Paid Family Leave (PFL) for up to six weeks in any 12-month period during leaves to care for qualifying family members. PFL provides a partial wage replacement for absences from work to care for a seriously ill or injured family member or for bonding with a minor child (including newly fostered and adopted children). PFL must be taken concurrently with family care leave and does not entitle an employee to take any additional time off.

### ***Benefits During Leave***

During an employee's family care, medical, military caregiver, or qualifying exigency leave, Employnet, Inc. will continue to pay for the employee's participation in Employnet, Inc.'s group health plan to the same extent and under the same terms and conditions as would apply had the employee not taken leave. The employee must continue to pay his or her share of the health plan premiums during the leave. If the employee substitutes paid leave for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee.

If the employee fails to pay his or her share of the premiums during leave, or if the employee fails to return from the leave at the expiration of 12 weeks (or 26 weeks in the case of a military caregiver leave) for a reason other than the recurrence, continuation, or onset of a serious health condition for which leave under this policy is allowed or other circumstances beyond the employee's control, the Company can recover any health plan premiums paid by the Company on the employee's behalf during any periods of the leave.

Use of FMLA (and for our California employees, CFRA) leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### ***Procedure for Requesting Leave/Notification Requirements***

Employees must notify Employnet, Inc. of their request for family care, medical, qualifying exigency, or military caregiver leave as soon as they are aware of the need for such leave. For foreseeable family care, medical, and military caregiver leave, the employee must provide thirty (30) calendar days' advance notice to Employnet, Inc. of the need for FMLA leave. For events that are unforeseeable thirty (30) days in advance, the employee must notify Employnet, Inc. as soon as is practicable. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee must make an attempt to schedule such treatment so as to avoid unduly disrupting Employnet, Inc.'s and the Client's operations, and may be requested to reschedule the treatment so as to minimize disruption of Employnet, Inc.'s and the Client's business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, Employnet, Inc. reserves the right to delay of the taking of the leave until at least thirty (30) days after the date the employee provides notice of the need for family care, medical, or military caregiver leave.

All requests for family care, medical, qualifying exigency, and military caregiver leave should include enough information to make Employnet, Inc. aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military caregiver leave. Employees also must inform Employnet, Inc. if the requested leave is for a reason for which FMLA (and in the case of California employees, CFRA) leave was previously taken

or certified.

### ***Certification***

If an employee requests a medical leave to care for the employee's spouse, child, parent, or registered domestic partner with a serious health condition, or for an employee's own serious health condition, or if an employee requests military caregiver leave, the employee will be required to submit a medical certification form from a health care provider. For military caregiver leave, the employee must provide confirmation of a family relationship to the seriously ill or injured servicemember. Employees generally must provide the required certification within fifteen (15) calendar days after Employnet, Inc. requests the certification. For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within fifteen (15) calendar days after Employnet, Inc. requests the certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts.

The medical certification for a child, spouse, domestic partner, or parent with a serious health condition or serious injury, or for an illness of a qualifying service member, must contain the following information:

- (1) the date the serious health condition or serious injury or illness commenced;
- (2) the probable duration of the condition or injury or illness;
- (3) the health care provider's estimate of the amount of time needed for the employee to care for the individual requiring care;
- (4) the health care provider's assurance that the health care condition or injury or illness warrants the participation of the employee to provide family care; and
- (5) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.

The medical certification for leave for the employee's own serious health condition must include the following information:

- (1) the date on which the serious health condition commenced;
- (2) the probable duration of the condition;
- (3) a statement that, due to the employee's own serious health condition, the employee is unable to work at all or is unable to perform one or more of the essential functions of his or her position;; and
- (4) in the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such a schedule.

Failure to provide timely certification may result in the denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to provide timely certification may result in a denial of the employee's continued leave. Any request for an extension of the leave must be supported by an updated medical certification.

### ***Additional Medical Opinions***

Where permitted by law, if Employnet, Inc. has a good faith objective reason to doubt the validity of the medical certification provided by the employee for his or her own health condition, Employnet, Inc. may require, at Employnet, Inc.'s expense, that the employee obtain a second opinion from a health care provider selected by Employnet, Inc. If the employee's health care provider providing the original certification and the health care provider providing the second opinion do not agree, Employnet, Inc. may then require, at Employnet, Inc.'s expense, a third opinion performed by a mutually agreeable health care provider who will make a final determination.

### ***Designation of Protected Leave***

Once Employnet, Inc. has enough information to determine whether the leave is FMLA-qualifying (and/or CFRA-qualifying in the case of Employnet, Inc.'s California employees), Employnet, Inc. will inform the employee if leave will be designated as protected under FMLA and/or CFRA (in the case of our California employees) and, if known at that time, the amount of leave that will be counted against the employee's leave entitlement. If Employnet, Inc. determines that the leave is not protected under the FMLA and/or CFRA, the Company will notify the employee.

### ***Recertification***

The employee taking leave because of his or her own serious medical condition or the serious medical condition of a family member may be required, except in cases of military caregiver leave, to provide Employnet, Inc. with recertification upon the expiration of the time estimated by the health care provider. For purposes of recertification, Employnet, Inc. may request the same information as allowed by law for the original certification. The employee must provide the requested recertification within fifteen (15) calendar days of such a request, unless it is not practicable to do so despite the employee's diligent, good faith efforts.

### ***Return to Work Certification***

Where the leave is for the employee's own serious health condition, Employnet, Inc. requires the employee to provide medical certification that he or she is fit for duty and able to return to work. Employnet, Inc. may delay restoring the employee to employment or terminate the employee without such certification.

### ***Leave's Effect on Reinstatement***

Employees timely returning from a leave covered under this policy will generally be reinstated to the same or equivalent position consistent with applicable law. Employnet, Inc. does not interfere with, restrain, or deny the exercise of any leave right.

If you have questions, or would like further clarification about FMLA leave (and/or CFRA leave for our California employees) or other types of leave, please contact Employnet's Human Resource Director.

## **Healthy Workplaces/Healthy Families Act of 2014 (for California Employees)**

### ***Purpose/Objective***

In compliance with the California Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA"), for its employees working in California, Employnet, Inc. provides paid sick leave to all eligible employees.

### ***Eligibility***

To be eligible, an employee must have worked in California for at least thirty (30) days for one employer within one year of commencing employment with Employnet, Inc.

### ***Benefits***

Eligible employees will accrue one (1) hour of paid sick time for every thirty (30) hours commencing on their first day of work. Employees who have not worked in California for thirty (30) days for one employer within a year of commencing work with Employnet, Inc. will begin accruing paid sick leave once they have worked in California for thirty (30) days for one employer within a year of commencing employment with

Employnet, Inc.

Unused paid sick leave benefits under this policy will carry over from year to year. At no time will an eligible employee's total accrual of paid sick leave exceed a cap of forty-eight (48) hours or six (6) workdays. If the eligible employee's earned but unused paid sick leave reaches this cap, the eligible employee will cease accruing any additional paid sick leave. Once the eligible employee uses enough paid sick leave to fall below the cap, the eligible employee will once again start earning paid sick leave from that date forward. No additional paid sick leave will be earned during the period in which the eligible employee's accrued paid sick days are at the maximum cap.

Beginning on the 90<sup>th</sup> day of employment, eligible employees may begin to use paid sick time under this policy in minimum increments of two hours, up to a maximum of 24 hours, or three days, whichever is greater, per calendar year.

### ***Use***

Leave under this policy may be used for an absence due to the diagnosis, care or treatment of an existing health condition for, or the preventive care of, an employee or an employee's family members as follows:

- The employee's biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis;
- The employee's or the employee's spouse or registered domestic partner's biological, adoptive, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis when the employee was a minor child;
- The employee's spouse, registered domestic partner, grandparent, grandchild, or sibling.

Paid sick leave under this policy can also be used by an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain treatment or counseling, or engage in safety planning.

### ***Requesting Use of Paid Sick Leave***

If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification to the employee's Client supervisor and to an Employnet, Inc. representative prior to the absence. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable. Employees who take more than maximum allowable paid sick leave under this policy will be required to provide appropriate documentation their immediate Employnet, Inc. representative in support of the leave taken.

Each eligible employee will receive a statement with each pay stub stating the amount of paid sick leave benefits available for the employee's use.

### ***Separation from Employment***

Unused time under this policy is not paid out at the time of separation from employment. However, employees who are re-employed with Employnet, Inc. within a year of separation will have their accrued unused bank of time off under this policy will be reinstated.

### ***Other Leaves***

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).

***Non-Discrimination***

Employnet, Inc. will not deny an employee the right to use accrued sick leave benefits under this policy, or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued paid sick leave benefits or exercising or attempting to exercise the rights provided by the HWHFA.

For more information regarding leave under this policy, contact Human Resources at [HR@employnet.com](mailto:HR@employnet.com) or by calling: (866) 527-HIRE.

## Injuries

**CONTACT YOUR EMPLOYNET, INC. REPRESENTATIVE IMMEDIATELY UPON ANY WORK RELATED INJURY. IN CASE OF AN EMERGENCY, CALL 911 OR GO TO THE NEAREST EMERGENCY ROOM TO SEEK TREATMENT.**

### ***Accident Reporting***

All accidents, injuries, potential safety hazards, safety suggestions, and health and safety related issues must be reported immediately to the Employnet, Inc. local office and to your on-site supervisor at the Client's job site where you are working. This information must also be provided to the Employnet, Inc. Human Resource Director as soon as possible. If you or another employee is injured, you must report it immediately to the Employnet, Inc. local office and to your on-site supervisor at the Client's job site where you are working, and you must complete an incident report form. Be prepared when notifying the supervisor to give details of the accident, exact time and place, and a list of witnesses. This information must also be provided to the Employnet, Inc. Human Resource Director as soon as possible. If medical attention is needed, seek medical attention immediately, or call 911 in the event of an emergency or serious injury. To the extent practicable and/or necessary, the identity of the reporter will be kept confidential.

If you are injured while working for Employnet, Inc. or for a Client of Employnet, Inc., even slightly, immediately report to your Client supervisor for first aid. If the injury requires medical attention, you will be transported to a doctor for professional care. Failure to report accidents or injuries can result in a violation of legal requirements. If you are injured on the job, you may be entitled to benefits under the State Workers' Compensation law. Employnet, Inc. carries workers' compensation insurance and will assist employees in obtaining benefits to which they are legally entitled.

### ***Submitting a Claim***

Once we have received an injury report, we will submit a claim to our Worker's Compensation Insurance Carrier. That adjuster will then contact the injured worker to obtain necessary information and will continue to track the process. Medical Caseworkers will also be used as is deemed necessary to review the progress and the treatment.

### ***Who Pays***

If you are injured on the job, you need only to report your injury to Employnet, Inc. to have your medical expenses covered. Different states have different rules but most states will require you to be seen by a doctor of our choice, not your family physician except for emergency situations.

### ***Fraudulent Claims***

If one of our workers is injured, Employnet, Inc. will go to great lengths to make sure that person is well cared for and rehabilitated, however, we if we suspect any element of fraud surrounding any submitted claim, we will aggressively use all lawful means to ensure prosecution. IF YOU HURT YOURSELF OFF THE JOB AND THEN CLAIM THAT IT HAPPENED AT WORK, OR IF YOU ENGAGE IN ANY OTHER FRAUDULENT ACTIVITY, EMPLOYNET, INC. WILL INVESTIGATE FULLY AND PROSECUTE OFFENDERS TO THE FULLEST EXTENT OF THE LAW.



**CA – Time of Hire**

**Medical Provider Network (MPN)**

**Employnet Inc.**

**(866) 527-HIRE**

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## TIME OF HIRE PAMPHLET

This pamphlet, or a similar one that has been approved by the Administrative Director, must be given to all newly hired employees in the State of California. The content of this pamphlet applies to all industrial injuries that occur on or after January 1, 2013.

## WHAT IS WORKERS' COMPENSATION?

If you get hurt on the job, your employer is required by law to pay for workers' compensation benefits. You could get hurt by:

One event at work. Examples: hurting your back in a fall, getting burned by a chemical that splashes on your skin, getting hurt in a car accident while making deliveries.

—or—

Repeated exposures at work. Examples: hurting your wrist from using vibrating tools, losing your hearing because of constant loud noise.

—or—

Workplace crime. Examples: you get hurt in a store robbery, physically attacked by an unhappy customer.

## Discrimination is illegal

It is illegal under Labor Code section 132a for your employer to punish or fire you because you:

- File a workers' compensation claim
- Intend to file a workers' compensation claim
- Settle a workers' compensation claim
- Testify or intend to testify for another injured worker.

If it is found that your employer discriminated against you, he or she may be ordered to return you to your job. Your employer may also be made to pay for lost wages, increased workers' compensation benefits, and costs and expenses set by state law.

## WHAT ARE THE BENEFITS?

- **Medical care:** Paid for by your employer to help you recover from an injury or illness caused by work. Doctor visits, hospital services, physical therapy, lab tests and x-rays are some of the medical services that may be provided. These services should be necessary to treat your injury. There are limits on some services such as physical and occupational therapy and chiropractic care.
- **Temporary disability benefits:** Payments if you lose wages because your injury prevents you from doing your usual job while recovering. The amount you may get is up to two-thirds of your wages. There are minimum and maximum payment limits set by state law. You will be paid every two weeks if you are eligible. For most injuries, payments may not exceed 104 weeks within five years from your date of injury. Temporary disability (TD) stops when you return to work, or when the doctor releases you for work, or says your injury has improved as much as it's going to.
- **Permanent disability benefits:** Payments if you don't recover completely. You will be paid every two weeks if you are eligible. There are minimum and maximum weekly payment rates established by state law. The amount of payment is based on:
  - Your doctor's medical reports
  - Your age
  - Your occupation
- **Supplemental job displacement benefits:** This is a voucher for up to \$6,000 that you can use for retraining or skill enhancement at an approved school, books, tools, licenses or certification fees, or other resources to help you find a new job. You are eligible for this voucher if:
  - You have a permanent disability.
- Your employer does not offer regular, modified, or alternative work, within 60 days after the claims

administrator receives a doctor's report saying you have made a maximum medical recovery.

- **Death benefits:** Payments to your spouse, children or other dependents if you die from a job injury or illness. The amount of payment is based on the number of dependents. The benefit is paid every two weeks at a rate of at least \$224 per week. In addition, workers' compensation provides a burial allowance.

### **OTHER BENEFITS**

You may file a claim with the Employment Development Department (EDD) to get state disability benefits when workers' compensation benefits are delayed, denied, or have ended. There are time restrictions so for more information contact the local office of EDD or go to their web site [www.edd.ca.gov](http://www.edd.ca.gov).

If your injury results in a permanent disability (PD) and the state determines that your PD benefit is disproportionately low compared to your earning loss, you may qualify for additional money from the Department of Industrial Relation's special earnings loss supplement program also known as the return to work program. If you have questions or think you qualify, contact the Information & Assistance Unit by going to [www.dwc.ca.gov](http://www.dwc.ca.gov) and looking under "Workers' Compensation programs and units" for the "Information & Assistance Unit" link or visit the DIR web site at [www.dir.ca.gov](http://www.dir.ca.gov).

### **Workers' compensation fraud is a crime**

Any person who makes or causes to be made any knowingly false statement in order to obtain or deny workers' compensation benefits or payments is guilty of a felony. If convicted, the person will have to pay fines up to \$150,000 and/or serve up to five years in jail.

### **WHAT SHOULD I DO IF I HAVE AN INJURY?**

#### **Report your injury to your employer**

Tell your supervisor right away no matter how slight the injury may be. Don't delay – there are time limits. You could lose your right to benefits if your employer does not learn of your injury within 30 days. If your injury or illness is one that develops over time, report it as soon as you learn it was caused by your job.

If you cannot report to the employer or don't hear from the claims administrator after you have reported your injury, contact the claims administrator yourself.

**Workers' compensation insurance company or if employer is self-insured,  
person responsible for handling the claim is:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

You may be able to find the name of your employer's workers' compensation insurer at [www.caworkcompcoverage.com](http://www.caworkcompcoverage.com). If no coverage exists or coverage has expired, contact the Division of Labor Standards Enforcement at [www.dir.ca.gov/DLSE](http://www.dir.ca.gov/DLSE) as all employees must be covered by law.

#### **Get emergency treatment if needed**

If it's a medical emergency, go to an emergency room right away. Tell the medical provider who treats you that your injury is job related. Your employer may tell you where to go for follow up treatment.

Emergency telephone number: Call 911 for an ambulance, fire department or police.  
For non-emergency medical care, contact your employer, the workers' compensation claims administrator or go to this facility:

\_\_\_\_\_.

**Fill out DWC 1 claim form and give it to your employer**

Your employer must give you a DWC 1 claim form within one working day after learning about your injury or illness. Complete the employee portion, sign and give it back to your employer. Your employer will then file your claim with the claims administrator. Your employer must authorize treatment within one working day of receiving the DWC 1 claim form.

If the injury is from repeated exposures, you have one year from when you realized your injury was job related to file a claim.

In either case, you may receive up to \$10,000 in employer-paid medical care until your claim is either accepted or denied. The claims administrator has up to 90 days to decide whether to accept or deny your claim. Otherwise your case is presumed payable.

Your employer or the claims administrator will send you “benefit notices” that will advise you of the status of your claim.

**MORE ABOUT MEDICAL CARE****What is a Primary Treating Physician (PTP)?**

This is the doctor with overall responsibility for treating your injury or illness. He or she may be:

- The doctor you name in writing before you get hurt on the job
- A doctor from the medical provider network (MPN)
- The doctor chosen by your employer during the first 30 days of injury if your employer does not have an MPN  
or
- The doctor you chose after the first 30 days if your employer does not have an MPN.

**What is a Medical Provider Network (MPN)?**

An MPN is a select group of health care providers who treat injured workers. Check with your employer to see if they are using an MPN.

If you have not named a doctor before you get hurt and your employer is using an MPN, you will see an MPN doctor. After your first visit, you are free to choose another doctor from the MPN list.

**What is Predesignation?**

Predesignation is when you name your regular doctor to treat you if you get hurt on the job. The doctor must be a medical doctor (M.D.), doctor of osteopathic medicine (D.O.) or a medical group with an M.D. or D.O. You must name your doctor in writing before you get hurt or become ill.

You may predesignate a doctor if you have health care coverage for non-work injuries and illnesses. The doctor must have:

- Treated you
- Maintained your medical history and records before your injury and
- Agreed to treat you for a work-related injury or illness before you get hurt or become ill.

You may use the “predesignation of personal physician” form included with this pamphlet. After you fill in the form, be sure to give it to your employer.

If your employer does not have an approved MPN, you may name your chiropractor or acupuncturist to treat you for work related injuries. The notice of personal chiropractor or acupuncturist must be in writing before you get hurt. You may use the form included in this pamphlet. After you fill in the form, be sure to give it to your employer. State law does not allow a chiropractor to continue as your treating physician after 24 visits.

**WHAT IF THERE IS A PROBLEM?**

If you have a concern, speak up. Talk to your employer or the claims administrator handling your claim and try to solve the problem. If this doesn't work, get help by trying the following:

**Contact the Division of Workers' Compensation (DWC) Information and Assistance (I&A) Unit**

All 24 DWC offices throughout the state provide information and assistance on rights, benefits and obligations under California's workers' compensation laws. I&A officers help resolve disputes without formal proceedings. Their goal is to get you full and timely benefits. Their services are free.

To contact the nearest I&A Unit, go to [www.dwc.ca.gov](http://www.dwc.ca.gov) and under "Workers' Compensation programs and units", click on "Information & Assistance Unit." At this site you will find fact sheets, guides and information to help you.

The nearest I&A Unit is located at:  Address: _____  Phone number: _____
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**Consult with an attorney**

Most attorneys offer one free consultation. If you decide to hire an attorney, his or her fees may be taken out of some of your benefits. For names of workers' compensation attorneys, call the State Bar of California at (415) 538-2120 or go to their website at [www.californiaspecialist.org](http://www.californiaspecialist.org). You may get a list of attorneys from your local I&A Unit or look in the yellow pages.

**Warning**

Your employer may not pay workers' compensation benefits if you get hurt in a voluntary off-duty recreational, social or athletic activity that is not part of your work-related duties.

**Additional rights**

You may also have other rights under the Americans with Disabilities Act (ADA) or the Fair Employment and Housing Act (FEHA). For additional information, contact FEHA at (800) 884-1684 or the Equal Employment Opportunity Commission (EEOC) at (800) 669-4000.

The information contained in this pamphlet conforms to the informational requirements found in Labor Code sections 3551 and 3553 and California Code of Regulation, Title 8, sections 9880 and 9883. This document is approved by the Division of Workers' Compensation administrative director.

Revised 12/20/12 and effective for dates of injuries on or after 1/1/13

## PREDESIGNATION OF PERSONAL PHYSICIAN

In the event you sustain an injury or illness related to your employment, you may be treated for such injury or illness by your personal medical doctor (M.D.), doctor of osteopathic medicine (D.O.) or medical group if:

- you have group health coverage;
- the doctor is your regular physician, who shall be either a physician who has limited his or her practice of medicine to general practice or who is a board-certified or board-eligible internist, pediatrician, obstetrician-gynecologist, or family practitioner, and has previously directed your medical treatment, and retains your medical records;
- your "personal physician" may be a medical group if it is a single corporation or partnership composed of licensed doctors of medicine or osteopathy, which operates an integrated multispecialty medical group providing comprehensive medical services predominantly for non-occupational illnesses and injuries;
- prior to the injury your doctor agrees to treat you for work injuries or illnesses;
- prior to the injury you provided your employer the following in writing: (1) notice that you want your personal doctor to treat you for a work-related injury or illness, and (2) your personal doctor's name and business address.

You may use this form to notify your employer if you wish to have your personal medical doctor or a doctor of osteopathic medicine treat you for a work-related injury or illness and the above requirements are met.

## NOTICE OF PREDESIGNATION OF PERSONAL PHYSICIAN

### Employee: Complete this section.

To: Employnet, Inc. (name of employer) If I have a work-related injury or illness, I choose to be treated by:

\_\_\_\_\_  
(name of doctor)(M.D., D.O., or medical group)

\_\_\_\_\_ (street address, city, state, ZIP)

\_\_\_\_\_ (telephone number)

Employee Name (please print):

Employee's Address:

Employee's Signature \_\_\_\_\_ Date: \_\_\_\_\_

### Physician: I agree to this Predesignation:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Physician or Designated Employee of the Physician or Medical Group)

The physician is not required to sign this form, however, if the physician or designated employee of the physician or medical group does not sign, other documentation of the physician's agreement to be predesignated will be required pursuant to Title 8, California Code of Regulations, section 9780.1(a)(3).

## NOTICE OF PERSONAL CHIROPRACTOR OR PERSONAL ACUPUNCTURIST

If your employer or your employer's insurer does not have a Medical Provider Network, you may be able to change your treating physician to your personal chiropractor or acupuncturist following a work-related injury or illness. In order to be eligible to make this change, you must give your employer the name and business address of a personal chiropractor or acupuncturist in writing prior to the injury or illness. Your claims administrator generally has the right to select your treating physician within the first 30 days after your employer knows of your injury or illness. After your claims administrator has initiated your treatment with another doctor during this period, you may then, upon request, have your treatment transferred to your personal chiropractor or acupuncturist.

You may use this form to notify your employer of your personal chiropractor or acupuncturist.

State law does not allow a chiropractor to continue as your treating physician after 24 visits.

### Your Chiropractor or Acupuncturist's Information:

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**(name of chiropractor or acupuncturist)**

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**(street address, city, state, zip code)**

---

**(telephone number)**

Employee Name **(please print)**:

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Employee's address:

Employee's  
Signature \_\_\_\_\_

Date: \_\_\_\_\_



# New Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved  
OMB No. 1210-0149  
(expires 1-31-2021)

## PART A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment based health coverage offered by your employer.

### What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

### Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

### Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.<sup>1</sup>

**Note:** If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution -as well as your employee contribution to employer-offered coverage- is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

### How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact [Employnet, Inc Human Resources – \(866\)527-HIRE](mailto:Employnet@hhs.gov)

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit [HealthCare.gov](http://HealthCare.gov) for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

<sup>1</sup> An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.(Section 36B(c)(2)(C)(ii) of the Internal Revenue Code of 1986)

## PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer name Employnet, Inc.		4. Employer Identification Number (EIN) 82-0776007	
5. Employer address 2555 Garden Rd, Ste H		6. Employer phone number 831-373-4590	
7. City Monterey	8. State CA	9. ZIP code 93940	
10. Who can we contact about employee health coverage at this job? Employnet, Inc. Human Resources Team			
11. Phone number (if different from above)		12. Email address	

Here is some basic information about health coverage offered by this employer:

•As your employer, we offer a health plan to:

All employees. Eligible employees are:

Employees who have been identified as working on a Full-Time basis. Full time under the ACA is defined as any employee who works 30 or more hours on average per week. Based on those hours worked, an individual is deemed full-time or not full-time. You must enroll within your new hire waiting period of 60 days.

Some employees. Eligible employees are:

•With respect to dependents:

We do offer coverage. Eligible dependents are:

Refer to an employee's legal spouse and dependent children through age 26. For now, this only applies in cases where the adult dependent's employer does not offer coverage. Coverage is also extended to unmarried domestic partners of employees. Employees and their domestic partners must sign an affidavit of domestic partnership to establish that they are living together in a committed relationship, and intend to stay that way indefinitely.

We do not offer coverage.

If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.

\*\* Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

If you decide to shop for coverage in the Marketplace, [HealthCare.gov](https://www.healthcare.gov) will guide you through the process. Here's the employer information you'll enter when you visit [HealthCare.gov](https://www.healthcare.gov) to find out if you can get a tax credit to lower your monthly premiums.





## Code of Safe Practices

### General Safety Rules

- All persons shall follow this Code of Safe Practices and render every possible aid to safe operations.
- Failure to abide by the Code of Safe Practices may result in disciplinary action up to and including termination.
- Immediately report any unsafe conditions, accidents, injuries or illness to your Supervisor or Manager.
- If you are unsure of the safe method to do your job, STOP and ask your Supervisor. Ignorance is no excuse for a safety violation.
- No one shall be knowingly permitted to work while the employee's ability or alertness is impaired by fatigue, illness, and prescription or over the counter drugs. Employees who are suspected of being under the influence of illegal or intoxicating substances, impaired by fatigue or an illness, shall be prohibited from working.
- Never work while under the influence of an illegal or intoxicating substance, fatigued or ill.
- Anyone known to be under the influence of any drugs or intoxicating substances which impair the employee's ability to safely perform the assigned duties shall not be allowed on the job.
- Horseplay, scuffling, fighting and other acts that tend to have an adverse influence on the safety or well-being of the employees are prohibited.
- Work shall be well planned and supervised to prevent injuries in the handling of materials and in working together with equipment.
- Keep your work area clean, free of debris, electrical cords and other hazards.
- Immediately clean up spilled liquids.
- Always notify all other individuals in your area who might be endangered by the work you are doing.
- Do not operate equipment that you are not familiar with. Do not attempt to use such equipment until you are fully trained and authorized.
- You are responsible for ensuring all safety guards are operable and in place. If they are not, STOP working and tell your Supervisor.
- Never bring firearms, weapons, illegal drugs or alcoholic beverages on Employnet, Inc. or Client property or the job site.
- A red tag system identifies equipment that is NOT to be operated, energized or used. All tag-out or lock-out notices and procedures must be observed and obeyed.
- Do not block exits, fire doors, aisles, fire extinguishers, first aid kits, emergency equipment, electrical panels, or traffic lanes.
- Do not leave tools, materials, or other objects on the floor that might cause others to trip and fall.
- Do not run on the work site or in the shop or office area.
- Do not distract others while working. If conversation is necessary, make sure eye contact is made prior to communicating.
- Employees shall not enter manholes, underground vaults, chambers, tanks, silos, or other similar places that receive little ventilation, unless it has been determined that it is safe to enter.
- Employees shall ensure that all guards and other protective devices are in proper places and adjusted, and shall report deficiencies promptly to the Supervisor or Manager.
- Materials, tools, or other objects shall not be thrown from buildings or structures until proper precautions are taken to protect others from the falling objects.
- Employees shall cleanse thoroughly after handling hazardous substances, and follow special instructions from authorized sources.
- Gasoline or other flammable liquids shall not be used for cleaning purposes.
- No burning, welding, or other source of ignition shall be applied to any enclosed tank or vessel, even if there are some openings, until it has first been determined that no possibility of explosion exists, and authority for the work is obtained from the Supervisor or Manager.

### Electrical Safety

- Only trained, qualified, and authorized employees are allowed to make electrical repairs or work on electrical equipment or installations.
- All electrical equipment and systems shall be treated as energized until tested or otherwise proven to be de-energized.
- All energized equipment and installations will be de-energized prior to the commencement of any work. If the equipment or installation must be energized for test or other purposes, special precautions will be taken to protect

against the hazards of electric shock.

- All equipment shall be locked out to protect against accidental or inadvertent operation when such operation could cause injury to personnel. Do not attempt to operate any switch, valve, or other energy-isolating device bearing a lock.
- Safety grounds shall always be used where there is a danger of shock from back feeding or other hazards.
- Polyester clothing or other flammable types of clothing shall not be worn near electrical circuits. Cotton clothing is much less likely to ignite from arc blast. Employees working on live circuits shall be provided Nomex or equivalent fire resistant clothing.
- Suitable eye protection must be worn at all times while working on electrical equipment.
- Always exercise caution when energizing electrical equipment or installations. Take steps to protect yourself and other employees from arc blast and exploding equipment in the event of a fault.
- All power tools will be grounded or double insulated. Tools with defective cords or wiring shall not be used.
- Metal jewelry should not be worn around energized circuits.
- Extension and temporary power cords must be heavy duty and grounded. Frayed or defective cords shall not be used.
- Electrical installations must be protected from accidental contact by enclosures or tight fitting covers.
- Circuits shall not be overloaded with equipment or extension cords.

### Lock-out / Tag-out

- All machinery and electrical equipment shall be locked out and tagged prior to repair, cleaning, or adjustment unless power is necessary to perform the work. If so, other precautions, specified by your Supervisor, will be taken.
- Use your own lock and key. No one else should have a key for your lock. Destroy all duplicate keys.
- Maintain control of your key at all times to prevent unauthorized use.
- Never remove another employee's lock or energize tagged equipment.
- If multiple employees are working on the same equipment, each employee should install their own lock.
- Notify all affected employees that a lock-out/tag-out is required and the reasons for it.
- If the equipment is operating, shut it down by the normal stopping procedure (depress stop button, open toggle switch, etc.).
- Operate the switch, valve or other energy isolating devices so that the energy source(s) (electrical, mechanical, hydraulic, etc.) is disconnected or isolated from the equipment.
- Stored energy, such as that in capacitors, springs, elevated machine members, rotating flywheels, hydraulic systems, and air, gas or water pressure, etc. must also be dissipated or restrained by methods such as grounding, repositioning, blocking, bleeding down, etc.
- Lock-out all energy isolation devices with an individual lock.
- After ensuring that no employees are exposed and as a check of having disconnected the energy sources, operate the push button or other normal operating controls to make certain the equipment will not operate. **Caution: Return operating controls to neutral position after the test.**
- The equipment is now locked-out. Install red lock-out tag on operating controls.
- After repair is complete and the equipment is ready for testing or normal operation, check the equipment to see that all cover plates and safety devices have been reinstalled.
- When the equipment is clear, remove all locks and tags. The energy isolating devices may be operated to restore energy to the equipment.

### Employnet, Inc. and Client Vehicles

1. Only authorized employees are permitted to operate Employnet, Inc. and Client vehicles. Do not let anyone else drive your Employnet, Inc. or Client vehicle.
2. Employnet, Inc. and Client vehicles are to be used for Employnet, Inc. and Client business only. Personal, off duty and family use is prohibited.
3. Drive defensively and obey all traffic and highway laws.
4. Always wear your seat belt, whether the driver or a passenger.
5. Report all accidents as soon as possible to your supervisor and obtain a police report.
6. Keys must be removed from all unattended vehicles and the vehicles must be locked, unless parking inside the facility.
7. Do not jump from the cab or bed of Employnet, Inc. or Client vehicles. Always use the stairs or a ladder.
8. Inspect your vehicle and report any defects or operating problems to your supervisor so that repairs can be made.
9. No smoking while refueling.
1. If your driver's license is revoked or expired, immediately notify your supervisor and do not drive.
2. Employees shall not engage in any activities that distract them from driving while operating vehicles. This includes eating, reading maps, texting, looking for reports or files and talking on a cell phone without a hands free device.

### Ladder Safety

1. Inspect the ladder before using it. If it is broken, throw it out. Never repair a broken ladder, get a new one. Keep portable stairways, ladders and step stools in good condition and use them only in a safe manner.
2. Use the proper ladder for the job. Do not use "A" frame ladders as straight ladders. Make sure the ladder is tall enough to reach the work area. Do not use metal ladders for electrical work.
3. Do not place ladders in passageways, doorways, or any location where they might be hit or jarred, unless protected by barricades or guards.
4. Ladders should only be placed on hard level surfaces. Make sure the ladder feet are not placed on sandy, slippery, or sloping surfaces. Clean or sweep the area where the ladder feet will be and make sure the rubber feet are in good shape.
5. Ladder rungs and steps must be kept free of grease, oil, mud, or other slippery substances.
6. Arrange your work so you are able to face the ladder and use both hands while climbing. Do not carry tools or equipment while climbing a ladder. Climb the ladder, and then hoist the tools or equipment with a line or a hoisting device.
7. Avoid temporary ladders. Always use a commercially made, construction grade ladder of the proper length for the work being performed.
8. Secure portable ladders in place and at a pitch so the leveling indicator is in alignment or the distance from the wall to the base of the ladder is at least 1' for every 4' of height.
9. Straight ladders shall be tied off the top of the ladder to prevent slipping.
10. Be aware of objects below you, move or cover sharp objects in case you fall.
11. Do not stand on or work from the 2nd rung from the top or above. Also do not reach too far from the ladder. Keep your belt buckle between the side rails.

12. Extension ladders shall extend at least 36" above the level being accessed.
13. On all ladders, do not step on cross bracing that is not intended to be used for climbing.

#### Personal Protective Equipment (PPE)

1. Use the correct PPE for each job assignment. If you don't know, ask.
2. PPE shall be maintained in good condition and cleaned regularly.
3. PPE shall be stored properly when not in use to protect it from damage.
4. Damaged or broken PPE must be returned to your foreman for replacement.
5. Hard hats must be worn on job sites at all times.
6. ANSI approved safety glasses must be worn when working with power tools, compressed air or gasses, chemicals or any other item that creates an eye injury hazard.
7. Face shields with safety glasses are recommended when grinding or working with hazardous chemicals.
8. Employees must wear industrial work shoes in the shop and on the job site. The shoes must have complete leather uppers and skid resistant soles and be in good condition. Steel toe protection is recommended.
9. Athletic style shoes, tennis shoes, open toe shoes, plastic or vinyl shoes or shoes with decorative accessories are not allowed.
10. Hearing protectors must be worn when working with loud equipment such as cut off saws, chain saws, air hammers or grinders.
11. Be sure the protective clothing you wear will not hamper or restrict freedom of movement due to improper fit.
12. Long pants of heavy-duty material must be worn. No shorts or sweat pants are allowed.
13. Do not wear loose, torn or frayed clothing, dangling ties, finger rings, dangling earrings, jewelry items, or long hair unless contained in a hair net, while operating any machine that could cause entanglement.
14. If required, wear NIOSH approved respirators when applying adhesives, paint, welding, grinding or working with chemicals. Read the MSDS to find out which type of respirators are required. Facial hair may not be permitted in certain circumstances.

#### Hand and Power Tools

1. Proper eye protection must be worn when using hand and power tools.
2. Know your hand and power tool applications and limitations. Always use the proper tool for the job.
3. Inspect cords and tools prior to use. Do not use tools that are faulty in any way. Exchange them for safe tools immediately.
4. Power tools must be grounded or double insulated. All power tools are to be plugged into a grounded GFCI outlet.
5. Do not use power tools in damp, wet or explosive atmospheres.
6. Do not lift, lower or carry portable electrical tools by the powercord.
7. Keep all safety guards in place and in proper working order.

8. Use clamps or vises to secure work pieces.
9. Do not force hand power tools. Apply only enough pressure to keep the unit operating smoothly.
10. Return all tools and other equipment to their proper place after use.
11. Unplug all power tools before changing bits and/or grinding disks.
12. Never leave chuck keys in the tool during operation.
13. Do not use a screwdriver as a chisel.
14. Before using sledges, axes or hammers, be sure the handles are securely fastened with a wedge made of sound material.
15. Do not use a handle extension on any wrench.
16. Files should be equipped with handles and should not be used as a punch or pry.

#### Hazardous Materials and Chemicals

1. Read all warning labels and Material Safety Data Sheets (MSDS) before using any chemicals. MSDS contain personal protective equipment and safety information and are available from your Supervisor.
2. Hazardous materials shall be handled in accordance with the MSDS and label. If protective equipment is required, use it.
3. Eye protection must be worn when working with hazardous materials or chemicals.
4. Mixing of chemicals is prohibited at all times unless required by the label. Before you mix - review all MSDS.
5. Always wash your hands thoroughly after handling chemicals and before eating or smoking, even if you were wearing protective gloves.
6. Never use solvents for hand cleaning. Use the non-toxic hand cleaners provided.
7. Store all hazardous materials properly in suitable containers that are properly labeled.
8. Use chemicals only in well-ventilated areas.
9. When using secondary containers, ensure that they are labeled as to their contents and hazards.
10. Do not disturb any asbestos. STOP work and tell your Supervisor. If you are not sure, STOP and ask.
11. Do not cut or weld stainless steel or galvanized metal without respiratory protection. These items create toxic fumes.
12. Work with lead, asbestos, cadmium and other toxic compounds require special precautions. Do not attempt to perform this work without special equipment and training.

#### Fire Prevention and Housekeeping

1. Always take precautions to prevent fires which may be started, particularly from oily waste, rags, gasoline, flammable liquids, acetylene torches, improperly installed electrical equipment and trash.
2. Firefighting equipment is to be inspected on a regular basis. All discharged, damaged or missing equipment is to be immediately reported to a Supervisor. Tampering with fire equipment is prohibited.
3. Access to fire extinguishers must be kept clear at all times. Make note of the location of firefighting equipment in your work area.

4. Never use gasoline or flammable solvents for cleaning purposes.
5. Smoking is prohibited within 20 feet of where flammable substances are present.
6. In case of fire, employees shall consider the safety of themselves and other individuals before saving property.
7. Keep your work areas free of debris. Remove useless material from the work area as fast as required to help reduce tripping hazards.
8. Maintain awareness of potential hazards when walking about the work site.
9. Keep tools, materials and equipment out of walkways and stairways at all times.
10. Sharp wires or protruding nails must be kept bent.

#### Traffic Safety

1. All employees exposed to traffic hazards are required to wear orange flagging garments (shirts, vests, jackets) at all times.
2. When possible, Employnet, Inc. and Client vehicles are to be placed between the employees and traffic to prevent vehicles from entering the work area and hitting members of the crew.
3. All traffic controls will be established in accordance with the State of California Manual of Traffic Controls for Construction and Maintenance Work Zones.
4. Traffic controls are to be properly maintained throughout the workday. Signs and cones must be kept upright, visible and in their proper position at all times.

**RECEIPT AND ACKNOWLEDGMENT OF EMPLOYEE HANDBOOK**

**PLEASE READ THE EMPLOYEE HANDBOOK, SIGN THIS ACKNOWLEDGMENT, AND RETURN THIS ACKNOWLEDGMENT TO THE HUMAN RESOURCES DIRECTOR WITHIN ONE WEEK.**

Employee Name: \_\_\_\_\_

I acknowledge that I have received a copy of Employnet, Inc.'s Employee Handbook for Temporary Employees ("Handbook"), dated November 2017, which describes my employee benefits and obligations. I understand that I am responsible for reading the entire Handbook and for knowing and complying with all of the policies set forth in the Handbook during my employment with Employnet, Inc. I have been given the opportunity to ask any questions I might have about policies that I do not understand. I also understand that I am responsible for reading and complying with all posted notices contained in the office.

I further understand that Employnet, Inc. has the right to amend, interpret, modify, or withdraw any of the provisions of the Handbook at any time in its sole discretion, with or without notice. Furthermore, I understand that, because Employnet, Inc. cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of Employnet, Inc.'s policies or procedures, I should consult the Human Resource Director.

I understand and agree that my relationship with Employnet, Inc. is "at-will," which means that my employment is for no definite period and may be terminated by me or by Employnet, Inc. at any time and for any reason with or without cause or advance notice. The at-will nature of my employment with Employnet, Inc. can only be modified in a writing signed by me or my representative and the President of Employnet, Inc.

I understand and agree that the terms of this Acknowledgment may not be modified or superseded except by a written agreement signed by me and the President of Employnet, Inc., and that no other employee, supervisor, or representative of Employnet, Inc. has the authority to enter into any such agreement, and that any agreement to employ me for any specified period of time, or any agreement that is otherwise inconsistent with the terms of this Acknowledgment, will be unenforceable unless in writing and signed by me or my representative and the President of Employnet, Inc. I further understand and agree that if the terms of this Acknowledgment are inconsistent with any policy or practice of Employnet, Inc. now or in the future, the terms of this Acknowledgment shall control.

I understand and agree that this Acknowledgment contains a full and complete statement of the agreements it recites, that no one has made any promises or commitments to me contrary to the foregoing, and that this Acknowledgment supersedes all previous agreements, whether written or oral, expressed or implied, relating to the subjects covered in this Acknowledgment. I acknowledge that I have received the entire Handbook and agree to comply with the policies contained in this Handbook and any revisions made to it.

I understand and agree that nothing in the Handbook is intended to interfere with my right to participate in concerted activity such as communicating with my co-workers regarding my wages, hours, or terms and conditions of employment, or with my right to self-organize or join labor organizations or any other rights protected under the National Labor Relations Act.

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

\_\_\_\_\_  
Position

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT AND RECEIPT OF POLICY AGAINST HARASSMENT, DISCRIMINATION, AND RETALIATION**

**PLEASE READ THE ABOVE REFERENCED POLICY CONTAINED IN THE EMPLOYEE HANDBOOK, SIGN THIS ACKNOWLEDGMENT, AND RETURN THIS ACKNOWLEDGMENT TO THE HUMAN RESOURCE DIRECTOR WITHIN ONE WEEK.**

This will acknowledge that I have received a copy of the Policy Against Harassment, Discrimination, and Retaliation contained in Employnet, Inc.'s Employee Handbook for Temporary Employees dated November 2017, and that I understand and will comply with the requirements of that policy at all times.

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

\_\_\_\_\_  
Position

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date