



# Employee Handbook

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For Temporary Employees

2023

EQUAL OPPORTUNITY EMPLOYER

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

NOTE: This Employee Handbook governs the terms and conditions of your employment with Employnet, Inc. (Employnet). Employnet expressly reserves the right to change or withdraw these benefits and or policies at any time, with or 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 signed by the CEO of Employnet and the Employee or the Employee's representative.



## Welcome!

*Welcome to Employnet, Inc. ("Employnet" or "the Company"). Please review the following information and feel free to keep this page as a quick reference guide during your relationship with Employnet.*

- **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. We ask that you set up your account as soon as you receive the invitation email so you can start utilizing this system. Completed Electronic Timecards are due in 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. 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.
- **Pay Cycle:** Employnet operates on a weekly pay cycle.
- **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 ensure that your funds are put into the correct account. You will see the funds in your account each Friday. If the Friday 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.

Ph: (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, its clients, and its employees. Equal access to programs, services, and employment is available to all qualified persons. We consider the employees of Employnet 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. (hereinafter referred to as "Employnet" or "the Company"). 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 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 Chief Executive Officer (CEO) of Employnet has the authority to change or modify the "at-will" status of employees, and only in a writing signed by Employnet's CEO and the employee (or the employee's representative).

Other than the at-will employment relationship, Employnet 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 Vice President of Human Resources 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 values the many talents and abilities of its employees and seeks to foster an open, cooperative and dynamic environment where employees and Employnet 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 Vice President of Human Resources.

## Definitions

In reviewing this handbook, please note the following definitions:

- "Chief Executive Officer" or "CEO" means Charles N. Tope, located at 2555 Garden Road, Suite H, Monterey, CA 93940.
- "Company" means Employnet.

- “Client” means the client of Employnet that you are assigned to work for.
- “Client Site Representative” means your primary contact at the client’s worksite.
- “Employnet Representative” means your primary contact at Employnet, Inc.
- “Supervisor” means your immediate, Client site supervisor.
- “Vice President of Human Resources” means Employnet, Inc. Vice President of Human Resources, located at 2555 Garden Road, Suite H, Monterey, CA 93940.

## **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.

# **Standard Employment Practices**

## **Equal Employment Opportunity**

Employnet is an equal employment opportunity employer. Employnet will not discriminate against qualified applicants or employees with respect to any terms or conditions of employment based on race (including traits historically associated with race such as hair texture and protective hairstyles), color, creed, religion (including religious dress and religious grooming), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (defined as each person's internal understanding of their gender, or the perception of a person's gender identity, which may include male, female, a combination of male and female, neither male nor female, a gender different from the person's sex assigned at birth, or transgender), gender expression (defined as a person's gender-related appearance or behavior, or the perception of such appearance or behavior, whether or not stereotypically associated with the person's sex assigned at birth), marital status, registered domestic partner status, age, sexual orientation, military or veteran status, reproductive health decisionmaking (defined as a person's decision to use or access a particular drug, device, product, or medical service for reproductive health), national origin or ancestry, physical or mental disability, legally protected medical condition or information, genetic information, or any other basis protected by federal, state, or local laws.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Employnet 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 Vice President of Human Resources and request such an accommodation. The Client, Employnet, 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 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 Employnet representative, the client site representative, the Vice President of Human Resources, or Charles N. Tope, CEO. 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 is committed to providing a work environment that is free of harassment, discrimination, and retaliation. The purpose of this policy is to promote equal employment opportunity to succeed in the workplace and to assist all persons in understanding their rights, duties, and obligations. In keeping with this policy, Employnet 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 (including traits historically associated with race such as hair texture and protective hairstyles), color, religion (including religious dress and religious grooming), gender, gender identity (defined as each person's internal understanding of their gender, or the perception of a person's gender identity, which may include male, female, a combination of male and female, neither male nor female, a gender different from the person's sex assigned at birth, or transgender), gender expression (defined as a person's gender-related appearance or behavior, or the perception of such appearance of

behavior, whether or not stereotypically associated with the person's sex assigned at birth), age, mental or physical disability, medical condition, national origin, ancestry, marital status, registered domestic partner status, military or veteran status, reproductive health decision making (defined as a person's decision to use or access a particular drug, device, product, or medical service for reproductive health), sexual orientation, legally protected medical condition or information, genetic information, or any other characteristic protected under federal or state law or local ordinance. This policy also prohibits harassment and discrimination based on the perception that anyone has any of these characteristics or is associated with a person who has or is perceived as having any of these characteristics.

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

Employnet 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'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'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, visual, 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'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 employee, Employnet supervisor or manager, independent contractor, customer, vendor, or other third party doing business with or for Employnet 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 Vice President of Human Resources 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 Employnet employee who receives a complaint or report of harassment, discrimination, or retaliation must immediately report such complaint to the Vice President of Human Resources or to the CEO

of Employnet so that the complaint can be investigated in accordance with this policy. Employnet will keep the complaint and investigation confidential to the extent possible.

Employnet'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 will document and track the investigation to ensure reasonable progress. At the conclusion of its investigation, Employnet will evaluate whether discrimination, harassment, or retaliation has occurred based on the evidence collected. Employnet 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 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 will keep the complaint and investigation confidential to the extent possible.

#### **Corrective Action**

If Employnet determines that discrimination, harassment, or retaliation has occurred, Employnet 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 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, for employees performing work in California, the California Civil Rights Department ("CRD") (formerly known as the 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 CRD and EEOC branch offices are listed in the telephone book and online. Additionally, employees may access the California CRD's sexual harassment online training courses at <https://www.dfeh.ca.gov/shpt/>.

## **Immigration Law Compliance**

Employnet 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.





## General Policies and Procedures

### At Will Employment

Employnet does not offer tenured or guaranteed employment. Unless Employnet has otherwise expressly agreed in writing, your employment is **AT WILL** and may be terminated by you or by Employnet 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, or the Client. No manager, supervisor or employee of Employnet or of the Client has the authority to enter into any agreement for employment for any specified period of time. Only the CEO of Employnet 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 CEO of Employnet.

### 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 Employnet or employee 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.

### 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 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 preliminarily decides not to hire or place the individual based on the conviction, Employnet will send written notice to the individual so that he or she can respond. Employnet will consider any information the individual provides. If Employnet still decides not to hire the individual or place the individual with the Client, Employnet 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.

## **Reporting Changes**

You are responsible for promptly notifying an Employnet 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 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.

## **Personnel File**

Employnet 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 the employee's own 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 the employee's own personnel file and only in the presence of Employnet's Vice President of Human Resources or an Employnet representative. If you wish to inspect your personnel file, you should contact Employnet's Vice President of Human Resources so that a time for inspection can be arranged. Personnel files are the property of and cannot be removed from the workplace premises without written authorization from the CEO of Employnet or the Vice President of Human Resources of Employnet. No employee may alter or remove any document in the employee's personnel file.

# Compensation

## Pay Periods

All employees are paid by way of direct deposit, pay card, or check. For employees who opt to be paid by check, the check will be available to the employee on the Friday of the week following the week in which work is performed, or the employee may request to receive the checks by mail via United States Postal Service sent to the employee address on file with Employnet 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.

As noted above, you may also elect to be paid by way of ACH / Direct Deposit. This method is highly suggested. If you elect to be paid by way of ACH / Direct Deposit, funds will be deposited into the account designated by you 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 Representative or the Vice President of Human Resources.

## Hours of Work

Employnet'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 and our Client for each employee.

The Employnet 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 and the Client you support, establish when you will take your breaks and meal periods. Employnet 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. Employees may leave the worksite 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 the employee's supervisor at the Client site and an Employnet 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 that will begin before the completion 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 work.

Any employee who works at least five (5) hours but no more than six (6) hours in a workday may waive the employee's meal period by mutual consent of Employnet, 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 the employee's second meal period by mutual consent of Employnet, the Client, and the employee, so long as the employee did not waive the employee's first meal period.

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. Employees may leave the worksite 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 the employee's Client site supervisor and an Employnet representative.

All non-exempt employees in California are required to enter on their timecards 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.

### **Nevada Employees:**

Non-exempt employees working in Nevada 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. 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. Supervisory employees 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. 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 uninterrupted minutes, the employee must immediately notify his or her supervisor.

All non-exempt employees working in Nevada 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.

Non-exempt employees working in Nevada shall not work a continuous period of eight (8) hours without receiving an unpaid meal period of at least thirty (30) minutes.

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. 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 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 supervisor.

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

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

### **Texas Employees:**

Non-exempt employees working in Texas 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. 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. Supervisory employees 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. 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 uninterrupted minutes, the employee must immediately notify his or her supervisor. All non-exempt employees working in Texas 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.

Non-exempt employees working in Texas are entitled to an unpaid meal period of at least thirty (30) minutes each 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. 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 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 supervisor.

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

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

### **Pennsylvania Employees:**

Non-exempt employees working in Pennsylvania are entitled to a paid rest break of at least 10 minutes and no more than 20 minutes.

Rest breaks 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 breaks. Rest breaks should be enjoyed away from employee work areas. Employees are not permitted to perform any duties during rest breaks.

If, due to an emergency, an employee is required to work through a rest break or to take a rest break of less than ten uninterrupted minutes, the employee must immediately notify his or her supervisor. All non-exempt employees working in Pennsylvania are required to comply with this rest break provision. Violations of this policy may result in disciplinary action, up to and including possible termination of employment.

Non-exempt employees working in Pennsylvania are entitled to an unpaid, uninterrupted meal period of at least 20 minutes.

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. 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 or return to duty before the employee has taken at least a twenty (20) minute meal period, the employee must immediately notify his or her supervisor.

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

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

## **Timekeeping**

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:

- **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.
- **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 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 meal periods 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 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 no later than 10 AM on Monday following the week in which work was performed.

## **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, county, or city 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 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. 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 representative within fifteen (15) days after incurring the business expense.

The use of a personal vehicle for Employnet and its Clients' business activities must be approved in advance and in writing by Employnet's Vice President of Human Resources. 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 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 Client business must promptly report the incident to the Vice President of Human Resources.

If employees use or are asked to use their personal cell phones for Employnet Client business, they should contact the Employnet Vice President of Human Resources.

### **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).

# **Employee Conduct and Work Rules**

## **Attendance & Punctuality**

Punctual and regular attendance is an essential function of each position at Employnet. Additionally, performance of each employee's job on client premises is an essential function of every employee's job. Employees are required to report to work as scheduled, on time and prepared to start working. Employees also are required to remain at work for their entire work schedule, except during meal and rest periods. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.

## **Absence**

If you experience unanticipated factors that prevent you from arriving at work on time or cause you to miss a shift entirely, you are required to contact your Employnet representative FIRST, and then contact your Client site representative at least one hour before the time that you are scheduled to begin working for that day. Whenever possible, you should notify your Employnet representative and your Client site representative the night before an anticipated absence. If you are unable to reach your Employnet representative and your Client site representative to notify them of an upcoming absence, you must continue attempts to reach your Employnet representative and your Client site representative until contact is made.

Except in extenuating circumstances, you are required to notify your Employnet representative and your Client site representative each day you intend to be absent, even if you have given prior notification to your Employnet representative and your Client site representative of the anticipated duration of the absence. You must give notification of an upcoming absence or tardiness. Messages left with any unauthorized coworker, receptionist, or on an answering machine regarding an upcoming absence or tardiness are not sufficient and will automatically be considered a no show, no call.

If you are unable to give one hour notice then, to the extent practicable, you must provide reasonable advance notice to your Employnet representative and your Client site representative before the time you are scheduled to begin working for that day.

Employees with more than three consecutive days of excused absences because of illness or injury must provide Employnet a physician certification releasing the employee for duty prior to returning to work.

## **Tardiness and Early Departures**

If you experience unanticipated factors that prevent you from arriving at work on time, you are required to contact your Employnet representative FIRST, AND then contact your Client site representative at least one hour before the time you are scheduled to begin working for that day.

Employees are required to report to work and return from scheduled breaks on time. If employees cannot report to work as scheduled, they must notify their Employnet representative and their Client site representative no later than their regular starting time. This notification does not excuse the tardiness but simply notifies the employee's Employnet representative and Client site representative that a schedule

change may be necessary. Employees who must leave work before the end of their scheduled shift must notify their Employenet representative and their Client site representative immediately.

### **Disciplinary Action**

Poor attendance including, but not limited to, excessive absenteeism may result in disciplinary action up to and including termination from the assignment with the Client and from employment with Employenet. Employees may also be disciplined for poor attendance if they have patterned absences (for example, the day after a holiday weekend). Disciplinary action will not be imposed if absences are covered by the Family and Medical Leave Act (FMLA), leave provided as a reasonable accommodation under the Americans with Disabilities Act (ADA) and/or state law, absences resulting from vacation, or other legally protected absences.

### **Job Abandonment**

Any employee who fails to report to work for a period of three days or more without notifying the employee's supervisor, an Employenet representative, or a client site representative will be considered to have abandoned the job and voluntarily terminated the assignment with the client and the employment relationship with Employenet. If an employee is out on a legally protected absence for three consecutive days

without notifying the employee's Employenet representative and Client site representative, the employee will not be presumed to have resigned from employment but the employee may be disciplined for failing to notify the Employenet representative and the Client site representative of the legally protected absence as required by Employenet policy.

### **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.
  - Employenet 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 Employenet representative at least one week prior to the change.

### **California Employees:**

- For California employees, if the unavailability for work fits within the reasons under the California Healthy Workplaces, Healthy Families Act, and the employee is eligible for and 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.

### **Nevada and Texas Employees:**

- Under Nevada, and Texas state law or local ordinance, if the unavailability to work fits within the reasons set forth under Nevada state law or local ordinance, or Texas local ordinance, and the employee is eligible for and has accrued paid sick leave available pursuant to state law or local ordinance, the employee must give notice pursuant to the applicable state law or local ordinance of the need for the leave.

## **Standards of Conduct**

Employnet 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.

By accepting employment with us, you have a responsibility to Employnet, Employnet's clients, and your fellow employees to adhere to certain rules of behavior and conduct. Employnet'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 or of Client.
- Frequent absences or tardiness. This policy does not apply to employees who are eligible for and have accrued unused paid sick leave under applicable state law or local ordinance.
- 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 work premises.
- Violation of any Employnet 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 Employnet, 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 work environment, you are required to discuss such behavior or actions with the CEO of Employnet, Employnet's Vice President of Human Resources, an Employnet representative, a Client site representative, your Client supervisor, or other appropriate management personnel.

Employnet will promptly, thoroughly and confidentially investigate all reasonable concerns and, where necessary, appropriate corrective action will be taken. Employnet 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 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 is at-will, and Employnet or the employee may end the employment relationship at any time, with or without notice, and with or without cause.

The Standards of Conduct 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").

## **Workplace Attire/Personal Appearance**

Employees are expected to use good judgment and taste and to show courtesy to the client, 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 clients require uniforms for the employees. If required, Employnet or the Client may provide uniforms or the employee will be reimbursed for the cost of such uniforms. Some Employnet Clients may have specific dress codes that you must follow.

Employnet will reasonably accommodate employees' religious dress or grooming practices. Employnet will also reasonably accommodate employees' gender identity and gender expression dress or grooming practices, as well as traits historically associated with race (including hair texture and protective hairstyles). Employnet will provide reasonable accommodations, unless such accommodations are precluded by business necessity.

## **Telephone Use**

Telephones may be provided at client job sites 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'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 or the Employnet 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'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 representative. All pass codes and passwords of employees are the property of Employnet or the Client and may be used by Employnet and/or the Client to access electronic and telephone communications at any time. Employnet and the Employnet Client reserve the right to monitor any electronic, telephone, or other communications made using Employnet or client systems or property.

Employnet 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").

## **Conflicts of Interest**

While you are working for Employnet, it is important that you devote your best efforts and attention to the performance of your job, that you use good judgment, conduct yourself with integrity, and adhere to the highest ethical standards and principles of loyalty. Employees are therefore required to devote all of their productive time, ability, and attention to the work they are performing for Employnet's client during their work hours.

Employees should avoid situations that create an actual or potential conflict of interest between their personal interests and those of Employnet. A conflict of interest exists when an employee's loyalties or actions are divided between the interests of Employnet and those of another entity or person, such as a Client, vendor, or any others doing business with Employnet. Both the fact and the appearance of a conflict of interest should be avoided.

In addition, accepting personal gifts from Employnet's Clients or vendors may present a conflict of interest. Employees may accept nominal gifts not to exceed \$25 in value. For gifts in excess of \$25 in value, employees are required to report the gift to the Vice President of Human Resources who will evaluate the situation and determine, in Employnet's sole discretion, whether the gift is appropriate or whether it should be returned to the giver. Employees may accept a meal as a gift if attending the meal occurs as part of the employee's regular work duties.

The following is a non-exhaustive list of common conflicts from which employees should refrain:

- Accepting personal gifts or entertainment from Clients, suppliers, vendors, or competitors, except nominal gifts of less than \$25 in value or meals consumed in the course of the employee performing the employee's regular job duties;
- Working for a competitor, supplier, or vendor of Employnet;
- Engaging in self-employment in competition with Employnet;

- Using Employnet’s proprietary or confidential information for personal gain or to Employnet’s detriment;
- Using Employnet’s assets or labor for personal use;
- Acquiring any interest in property or assets of any kind for the purpose of selling or leasing them to Employnet;
- Committing Employnet to give financial or other support to any outside activity or organization without authorization from Employnet;
- Engaging in a romantic or sexual relationship with a subordinate employee that you supervise, directly or indirectly. Such conduct is prohibited because it is a conflict of interest and is likely to interfere with the exercise of impartial judgment in decisions affecting Employnet and fellow employees.

If you are unsure whether a certain transaction, activity, gift, situation, or relationship constitutes a conflict of interest, you are required to discuss the matter with the Vice President of Human Resources immediately.

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”).

# Paid Sick Leave

## Purpose/Objective

In compliance with the California Healthy Workplaces, Healthy Families Act of 2014 (“HWHFA”), for its employees working in California, Employnet 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.

## Benefits

Eligible employees will accrue one (1) hour of paid sick time for every thirty (30) hours worked 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 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.

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.

Following is a table of paid sick leave benefits:

Accrual Rate per Hour	Maximum Use per Year	Maximum Accrual
.0333	40 hours or 5 days	48 hours or 6 days

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.
- A designated person identified by the employee at the time the employee requests paid sick days. Employnet may limit an employee to one designated person per 12-month period for paid sick days.

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 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 the maximum allowable paid sick leave under this policy will be required to provide appropriate documentation to their immediate Employnet 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 within a year of separation will have their accrued unused paid sick leave under this policy 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 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 by calling: **(866) 527-HIRE**.

# Benefits

## General

Temporary employees are eligible for benefits in accordance with applicable local, state, and federal law, including the Affordable Care Act (“ACA”) guidelines. For more information regarding benefits programs, please refer to the Employnet Summary Plan Descriptions, which were provided to employees upon hire, or contact the Employnet Vice President of Human Resources.

## Holidays

Employnet, and the Employnet 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.

# Safety

## Drugs and Alcohol

Employnet 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 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. Being under the influence of any drug and/or alcoholic beverage on the job poses serious risks to employee health and safety. Employnet 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 and its Clients reserve the right to inspect desks, boxes, packages, lunch boxes, purses, briefcases, backpacks, containers, and other objects brought onto Employnet 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 retains the right to require testing under the following circumstances:

- **Pre-employment.** Drug, marijuana, and alcohol tests will be conducted on all employees being offered 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'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. The Vice President of 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's expense. An inconclusive test result on the second pre-employment drug test may result in disqualification of the applicant or employee from employment or assignment. 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 has violated this policy and is discharged for testing positive, or for an inconclusive test result as described above, is not eligible for rehire by Employnet for a minimum of a 90-day period. Upon reapplying, after receiving an offer of employment, the employee will be subject to pre-employment testing as described in this policy, regardless of the position offered to the individual.

## **Violence & Weapons**

Employnet 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 client, supplier, partner, visitor, or any other person that the employee comes into contact with related to the employee's job with Employnet is strictly prohibited. This policy applies to all Employnet employees, whether on or off Employnet or Client property.

Any use or possession of weapons, whether illegal or not, is prohibited on Employnet and Client property and while on Employnet or Client business. "Weapons" include knives, guns, firearms, martial arts weapons, or any other object that is used as a weapon. Any employee caught possessing a weapon while on Employnet or Client property will be disciplined, up to and including termination.

## **Injuries**

**CONTACT YOUR EMPLOYNET 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 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 Vice President of Human Resources as soon as possible. If you or another employee is injured, you must report it immediately to the Employnet 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 Vice President of Human Resources 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 or for a Client of Employnet, even slightly, immediately report to your Client supervisor, Client site representative, or Employnet representative for first aid. If the injury requires medical attention, you will be transported to a health care provider 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 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 to have your medical expenses covered. Different states have different rules but most states will require you to be seen by a health care provider of our choice, not your family physician except for emergency situations.

### **Smoking**

Smoking is not allowed in Employnet or Client facilities or in Employnet or Client vehicles.

### **Personal Safety**

The safety of each employee's health and security is very important to Employnet. Employnet 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 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 representative, or the Employnet Vice President of Human Resources 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 the employee's 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 representative, or the Employnet Vice President of Human Resources.

### **Monitoring & Searches**

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

property, theft investigation, improper disclosure of confidential information, and violation of Employonet and client policies including but not limited to the policy prohibiting harassment, discrimination, and retaliation.

Employonet 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 or to prevent Employonet and/or the client from accessing or viewing files will be subject to disciplinary action, up to and including termination.

# **Employnet and Client Property**

## **Use of Employnet and Client Vehicles**

All Employnet and Client vehicles are to be used for business purposes only. Associates are not permitted to drive Employnet or Client vehicles unless authorized by Employnet and the client in writing.

## **Use of Employnet and Client Property**

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

## **Confidentiality**

During the course of employment, Employnet 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 or Client. Examples of intellectual property, confidential and proprietary information include Employnet'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 and Client and it may not be used by any Employnet employee for any purpose other than to promote Employnet or Client business.

Employees shall not use or disclose any Employnet or Client intellectual property, or confidential or proprietary information during their employment with Employnet or at any other time after their employment ends, except as required in the course of performing their duties for Employnet. Employnet 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 or the Client are for business purposes and are not to be used for an employee's personal purposes.

## **Personal Property**

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

# Leaves of Absence - Unpaid

## Family and Medical Leave of Absence

This policy describes your rights under the Family Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”) (for those employees performing work in California). To the extent permitted by law, all federal and state mandated leaves will run concurrently.

### Employee Eligibility

Employees with at least 12 months of employment at Employnet and at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave may be eligible for a total of 12 workweeks of unpaid family or medical leave during the applicable 12-month period. To be eligible for leave under the FMLA (but not under the CFRA) under this policy, the employee must also work at a worksite where 50 or more employees are employed by Employnet within 75 miles of that worksite. The applicable 12-month period is a “rolling” 12-month period measured backward from the date an employee uses leave under FMLA and/or CFRA (for those employees performing work in California).

### Use of Leave

FMLA and CFRA (for those employees performing work in California) provide eligible employees with up to 12 weeks of time off per year for one or more of the following reasons:

- For the birth of a child of the employee, including but not limited to baby bonding with a child after birth;
- For placement with the employee of a child for adoption or foster care and to care for the newly placed child;
- To care for a Covered Family Member (defined below) or a Designated Person (CFRA only, defined below) with a serious health condition;
- To take medical leave when the employee is unable to work because of a serious health condition; or
- For qualifying exigencies arising out of the fact that the employee’s spouse, domestic partner (California Family Rights Act *only*), child, or parent is on covered active duty or call to covered active duty status as a member of the National Guard, Reserves, or Regular Armed Forces.

Leave taken for one or more of the above reasons will run concurrently under FMLA and CFRA (for those employees performing work in California). In any case in which both parents of a Covered Child are employed by Employnet and are eligible for CFRA leave (for those employees performing work in California), they are both entitled to a total of 12 weeks individually for such leave.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period (“Military Caregiver Leave”). Military Caregiver Leave 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 and who was a member of the U.S. Armed Forces (including a member of the National Guard or Reserves) and who was discharged or released under conditions other than dishonorable at any time during the period of five (5) years prior to the date on which the employee takes FMLA leave to care for the covered veteran.

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt Employonet's operations.

## **Definitions**

### **Covered Child**

- FMLA – a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person to whom the employee stands in loco parentis, who is (a) under 18 years of age; or (b) 18 years of age or older and incapable of self-care because of a mental or physical disability.
- CFRA (for employees performing work in California) – a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis.

### **Covered Family Members**

- FMLA – the employee's parents, children, and spouse.
- CFRA (for employees performing work in California) – the employee's parents, parents-in-law (parents of a spouse or domestic partner), children, spouse, registered domestic partner, grandparents, grandchildren, and siblings.

### **Parent**

- FMLA – a biological, foster, or adoptive parent, a stepparent, or other person who stood in loco parentis to the employee when the employee was a child.
- CFRA (for employees performing work in California) – a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

### **Designated Person**

- CFRA (for employees performing work in California) – any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person should be identified by the employee at the time the employee requests the leave. CSVS limits an employee to one designated person per 12-month period for family care and medical leave.

### **Serious Health Condition**

- A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.
- FMLA – "serious health condition" includes an employee's own disability due to pregnancy, childbirth, or related medical conditions.
- CFRA (for employees performing work in California) – "serious health condition" does not include leave taken for disability on account of pregnancy, childbirth, or related medical

conditions. An employee who performs work in California but is not eligible for CFRA leave may nevertheless be eligible for California Pregnancy Disability Leave.

### **Employee Notice Requirements**

Employees must notify the Company, in writing, 30 days in advance of their need for family and medical leave, if the leave is foreseeable. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, such as verbal notice within one or two business days of when the need for leave becomes known. Failure to provide advance notice when possible may cause delay of the leave request for a period up to 30 days. In all cases of intermittent leave, employees are required to provide 30 days' advance notice of the need for leave if the leave is foreseeable. If 30 days' notice is not possible, the employee is required to give notice as soon as practicable, which ordinarily means at least verbal notification to the Company within one or two days of when the need for leave becomes known to the employee. The employee is also required to inform the Company as soon as practicable if the dates of scheduled leave change. If the employee's need for leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the Company's operations, subject to the approval of the health care provider of the individual requiring the treatment or supervision.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA and/or CFRA protection and the anticipated timing and duration of the leave, but need not identify the nature of the serious health condition involved. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, or the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA/CFRA (for employees performing work in California) leave was previously taken or certified. Employees also may be required to provide a certification and recertification supporting the need for leave upon expiration of the time period the healthcare provider originally estimated for the leave.

The Company will inform employees requesting leave whether they are eligible under FMLA/CFRA (for employees performing work in California). If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the Company will provide a reason for the ineligibility. Additionally, the Company will inform employees if leave will be designated as FMLA/CFRA and the amount of leave counted against the employee's leave entitlement. If the Company determines that the leave is not FMLA/CFRA, the Company will notify the employee.

### **Medical Certifications**

Any request for medical leave for an employee's own serious health condition or for family care leave to care for a Covered Family Member with a serious health condition or for a serious injury must be supported by medical certification from a health care provider. For FMLA military caregiver leave, the employee must provide confirmation of a family relationship to the seriously ill or injured service member. Employnet will provide the applicable Medical Certification Form to the employee. Employees generally must provide the required certification within fifteen (15) calendar days after the Company's request for 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 of the Company's request for certification, unless it is not practicable under the circumstances to do so,

despite the employee's good faith efforts.

The medical certification for a leave to care for a Covered Family Member, as defined above, who has a serious health condition must include all of the following:

- The date on which the serious health condition commenced;
- The probable duration of the condition;
- An estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care; and
- A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

Upon expiration of the time estimated by the health care provider regarding the probable duration of the Covered Family Member's condition, the employee must obtain recertification if additional leave is required.

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

- The date on which the serious health condition commenced;
- The probable duration of the condition; and
- A statement that, due to the serious health condition, the employee is unable to perform the function of the employee's position.

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

The Company may require that the employee obtain subsequent recertification regarding the employee's serious health condition on a reasonable basis if additional leave is required.

### **Substitution of Paid Leave for Unpaid Leave**

FMLA/CFRA (for employees performing work in California) leave is unpaid. Employees may choose to take paid sick leave while taking FMLA/CFRA (for employees performing work in California) leave.

### **Return to Work/Reinstatement**

Before returning to work from a FMLA or CFRA (for employees performing work in California) leave of absence due to the employee's own serious health condition, the employee must provide a written release signed by the employee's health care provider that the employee is able to return to work and is able to

perform the essential functions of that employee's job, with or without reasonable accommodation. Employees will be guaranteed reinstatement to the same or a comparable position upon timely return from FMLA/CFRA (for employees performing work in California) leave.

If the employee's total period of leave does not exceed 12 weeks (or 26 weeks for Military Caregiver Leave), the employee will be reinstated to the employee's former position or a comparable position with comparable pay, benefits, status, and authority in accordance with legal requirements. The employee's right to reinstatement under the FMLA/CFRA (for employees performing work in California) terminates upon expiration of the 12-week FMLA/CFRA (for employees performing work in California) leave (or 26 weeks for Military Caregiver Leave).

### **Benefits During Leave**

Medical and family leave is unpaid. The Company requires employees who are not receiving wage replacement benefits to use accrued paid sick leave while taking FMLA/CFRA (for employees performing work in California) leave for the employee's own serious health condition or to provide medically necessary care for the employee's Covered Family Member who has a serious health condition. In order to use paid leave for FMLA/CFRA (for employees performing work in California) leave, employees must comply with the Company's normal paid leave policies contained in the Handbook. 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.

Employees taking family and medical leave will be allowed to continue participating in any health benefit plan(s) in which the employee was enrolled prior to the FMLA/CFRA (for employees performing work in California) leave (for a maximum of 12 workweeks, or 26 weeks in the case of Military Caregiver Leave) at the same level and under the same conditions of coverage as if the employee had not taken leave. The continued participation in health benefits begins on the date that the leave first begins under FMLA or CFRA (for employees performing work in California). The employee must continue to pay the employee's share of the health plan premiums during the leave. If the employee fails to pay the employee's 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, Employnet can recover any health plan premiums paid by Employnet on the employee's behalf during any periods of the leave.

Use of family and medical leave shall not constitute a break in service for seniority-related benefits, and will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### **No Retaliation**

Employnet will not deny an employee the right to take family and medical leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for taking family and medical leave exercising or attempting to exercise the rights provided by FMLA and/or CFRA (for employees performing work in California).

## Pregnancy Disability Leave (for California Employees)

This policy only applies to employees performing work in California.

Employnet recognizes that employees may be unable to work for temporary but extended periods of time due to pregnancy, childbirth, or related medical conditions (“Pregnancy-Disability”). Accordingly, for any employee performing work in California who is disabled on account of pregnancy, childbirth, or related medical conditions, Employnet provides Pregnancy Disability leave pursuant to California law for its employees performing work in California for each pregnancy, for the period of actual disability, up to a maximum of four months, defined as the number of days or hours an employee would normally work in seventeen and one-third (17 and 1/3) weeks or as otherwise required by law. If an employee’s schedule varies from month to month, a monthly average of the hours worked over the four months prior to the beginning of the leave will be used for calculating the employee’s normal work month. Pregnancy disability leave may be taken intermittently, in one-hour increments, or on a reduced-hours schedule, as medically advisable. Nothing in this policy shall exclude a transgender individual who is disabled by pregnancy.

An employee may request a reasonable accommodation for a condition related to pregnancy, childbirth, or related medical condition, if the employee so requests and provides Employnet with medical certification from the employee’s health care provider. In addition to other forms of reasonable accommodation, an employee affected by pregnancy may be entitled to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if the employee so requests, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.

Whenever possible, an employee should submit a written request for Pregnancy Disability leave, accommodation, or Pregnancy Disability transfer to the Employnet Vice President of Human Resources or the employee’s Employnet representative as soon as the employee is aware of the need for such leave, reasonable accommodation, or transfer. If the leave, reasonable accommodation, or transfer is foreseeable, the employee must provide 30 calendar days’ advance notice to Employnet of the need for Pregnancy Disability leave, reasonable accommodation, or transfer. If it is not practicable for the employee to give 30 calendar days’ advance notice of the need for leave, reasonable accommodation, or transfer, the employee must notify Employnet as soon as practicable after the employee learns of the need for the Pregnancy Disability leave, reasonable accommodation, or transfer.

If an employee fails to provide the requisite 30 days’ advance notice for a foreseeable need for leave, reasonable accommodation, or transfer, without any reasonable excuse for the delay, or if an employee fails to provide the requisite medical certification at least fifteen (15) calendar days after Employnet requests such certification, Employnet reserves the right to delay the taking of the leave, reasonable accommodation, or transfer until at least 30 days after the date the employee provides notice of the need for the leave, reasonable accommodation, or transfer, or 30 days after the date the employee supports the employee’s request with an adequate medical certification, unless the delay would endanger the employee’s health, the employee’s pregnancy, or the health of the employee’s co-workers. Any request for a Pregnancy Disability leave must be supported by medical certification from a health care provider, which shall provide the following information:

- a. the date on which the employee became disabled due to pregnancy;
- b. the estimated duration of the leave needed;
- c. a statement that the employee needs to take a pregnancy disability leave because the employee is

disabled by pregnancy, childbirth, or a related medical condition.

In the case of a Pregnancy Disability accommodation or transfer, the medical certification shall provide the following information:

- a. a description of the requested reasonable accommodation or transfer;
- b. the date on which the need for a reasonable accommodation or transfer became or will become medically advisable;
- c. the estimated duration of the need for reasonable accommodation or transfer;
- d. a statement that the reasonable accommodation or transfer is medically advisable because of pregnancy, childbirth, or related medical condition.

Upon expiration of the time period for the leave or transfer estimated by the health care provider, Employnet may require the employee to provide another medical certification if additional time is requested for leave or transfer.

When the leave is foreseeable and notice of at least 30 days has been provided, the employee must provide the medical certification before the leave begins. When this is not practicable, the employee must provide the certification within 15 calendar days after the request, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

In the case of a foreseeable need for reasonable accommodation, transfer, or Pregnancy Disability leave, Employnet may delay granting the reasonable accommodation, transfer, or Pregnancy Disability leave to an employee who fails to provide timely certification until the required certification is provided.

When the need for reasonable accommodation, transfer, or Pregnancy Disability leave is not foreseeable, or in the case of recertification, an employee must provide certification within 15 days after the request or as soon as reasonably possible under the circumstances. If the employee fails to provide a medical certification within a reasonable time under the circumstances, Employnet may delay the employee's continuation of the reasonable accommodation, transfer, or Pregnancy Disability leave.

An employee taking Pregnancy Disability leave must use accrued but unused sick leave during the Pregnancy Disability leave, and the employee may substitute any accrued, unused paid leave for which the employee is eligible, if any, for her leave at the employee's option. Except to the extent that paid leave is substituted for Pregnancy Disability leave, the Pregnancy Disability leave will be unpaid. The substitution of paid leave for Pregnancy Disability leave does not extend the total duration of the leave to which an employee is entitled.

In California, an employee on Pregnancy Disability leave may apply for state disability insurance.

Subject to the terms, conditions, and limitations of the applicable plans, Employnet will provide health insurance benefits during Pregnancy Disability Leave to the same degree they were provided before the leave began. If the employee does not return to work from an unpaid Pregnancy Disability Leave, or returns for less than thirty (30) days and then resigns, Employnet will require the employee to reimburse Employnet the amount Employnet paid for the employee's health insurance premium during the leave period.

An employee on Pregnancy Disability leave will accrue employment benefits for which the employee is eligible only when paid leave is being substituted for unpaid leave and only if the employee would otherwise

be entitled to such accrual.

Unless Employnet and the employee have already agreed upon the employee's return date, Employnet requests an employee who has taken a Pregnancy Disability leave, reasonable accommodation, or transfer to notify the employee's Employnet representative at least two weeks before the employee's scheduled return to work or, as applicable, transfer back to the employee's former position. If the employee's reinstatement date differs from Employnet's and the employee's original agreement, or if no agreement was made, Employnet shall reinstate the employee within two business days, or, when two business days is not feasible, reinstatement shall be made as soon as it is possible for Employnet to expedite the employee's return, after the employee notifies Employnet of the employee's readiness to return.

An employee who timely returns to work at the expiration of the employee's Pregnancy-Disability leave will be reinstated to the employee's former position, or a comparable position, whenever possible and consistent with applicable law.

Each employee who has taken a Pregnancy Disability leave, accommodation, or transfer must be released by the employee's health care provider to return to work. The release should be in writing and submitted to the employee's Employnet representative on or before the employee's return from a Pregnancy Disability leave, accommodation, or transfer.

## **Lactation Accommodation**

Employnet complies with all laws regarding lactation accommodation. The purpose of this document is to describe Employnet's policy regarding lactation accommodation.

In accordance with the federal Fair Labor Standards Act, when a breastfeeding mother returns to work, the employee is entitled to reasonable break time to express breast milk for her nursing child for one (1) year after the child's birth each time the employee has need to express the milk; and a place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, which may be used by the employee to express breast milk.

Employees who wish to express milk during the work period shall keep their Employnet Representative and their Client supervisor informed of their needs so that appropriate accommodations can be made to satisfy the needs of both the employee, Employnet, and the Client. Employees are asked to provide their Employnet Representative and their Client supervisor with a minimum of 48-hours advance notice of their need for lactation accommodations. Employnet will work with the Client to ensure the employee is accommodated under this policy.

Employnet does not discriminate on the basis of breastfeeding or medical conditions related to breastfeeding. It is prohibited under this policy to harass or discriminate against a breastfeeding employee. If an employee feels subjected to harassment or discrimination because the employee is breastfeeding, the employee should report this to the employee's Employnet representative, Client site representative, or Employnet's Vice President of Human Resources immediately. Any incident of harassment or discrimination of a breastfeeding employee will be addressed in accordance with Employnet's policies and procedures on the prohibition of discrimination and harassment.

No employee will suffer any reprisals or retaliation for exercising or attempting to exercise any right

protected under this policy.

*California Employees:* California law requires, and Employnet provides, a reasonable amount of break time as a lactation accommodation for employees who wish to express breast milk for their infant when they return to work. In recognition of the law and well documented health advantages of breastfeeding for infants and mothers, Employnet provides a supportive environment to enable breastfeeding employees to express their milk during work hours. The Company does not discriminate on the basis of breastfeeding or medical conditions related to breastfeeding.

*Company responsibilities:*

Breastfeeding employees who choose to continue providing breast milk for their infants after returning to work shall receive:

- *Milk Expression Breaks:* Breastfeeding employees are allowed to express milk during work hours each time they have a need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. Lactation break time that does not run concurrently with paid break time that is already provided to the employee will be unpaid.
- *A Place to Express Milk:* A private space (not a toilet stall, restroom, or portable toilet) in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk, shall be available for the employee to express milk. The room or location may include the place where the employee normally works if it meets the requirements set forth in this policy. The space will be private, sanitary, safe, clean and free of hazardous materials. The space will contain a surface to place a breast pump and personal items. The space will contain a place to sit. The space will have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations needed to operate an electric or battery-powered breast pump. The employee shall have access to a sink with running water. The employee shall have access to either a refrigerator suitable for storing milk in close proximity to the employee's workspace, or a cooling device provided by Employnet suitable for storing milk.

Employees who do not work in an office building may either use the private space described above, or may use a private, enclosed, and shaded space, including, but not limited to, an air-conditioned cab of a truck or tractor.

Where a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes.

Employnet, working with client, may designate a lactation location that is temporary due to operational, financial, or space limitations. The temporary location will comply with the accommodation requirements of this policy.

- *Breastfeeding Equipment:* Employnet will not provide employees with breast pumps. Employees are responsible for bringing to work a battery operated, manual, pedal-operated, or electrical breastfeeding pump of their own.
- *Education:* Prenatal and postpartum breastfeeding informational materials are available for all mothers and fathers, as well as their partners.

*Employee responsibilities:*

*Communication with Employenet representatives and Client site representatives:* Employees who wish to express milk during the work period shall keep Employenet representatives and Client site representatives informed of their needs so that appropriate accommodations can be made to satisfy the needs of both the employee and the Company. Employees are asked to provide their Employenet representative and Client site representative with a minimum of 48-hours advance notice of their need for lactation accommodations.

- *Maintenance of Milk Expression Areas:* Breastfeeding employees are responsible for keeping milk expression areas clean, using anti-microbial wipes to clean the general pumping area. Employees are also responsible for keeping the general lactation space clean for the next user.
- *Use of Break Times to Express Milk:* When more than one breastfeeding employee needs to use the designated lactation room, employees can use the sign-in log provided in the room to negotiate milk expression times that are most convenient or best meet their needs.

*Employer responsibility:*

- *Written Response:* If a break time or location that complies with this policy cannot be provided, Employenet will provide the employee with a written response.

*Atmosphere of Tolerance*

Employenet does not discriminate on the basis of breastfeeding or medical conditions related to breastfeeding. It is prohibited under this policy to harass or discriminate against a breastfeeding employee. If an employee feels subjected to harassment or discrimination because the employee is breastfeeding, the employee should report this to the employee's Employenet representative, or to the employee's Client site representative, or to Employenet's Vice President of Human Resources immediately. Any incident of harassment or discrimination of a breastfeeding employee will be addressed in accordance with Employenet's policies and procedures on the prohibition of discrimination and harassment.

No employee will suffer any reprisals or retaliation for exercising or attempting to exercise any right protected under this policy.

Employenet will work with the Client to ensure the employee is accommodated under this policy.

Employees should be aware that they may report a violation of this policy to the California Labor Commissioner's field enforcement unit, which will investigate and prosecute complaints of violations of this policy.

## **Other Disability Leave**

In addition to leave under the Family and Medical Leave Act, California Healthy Workplaces, Healthy Families Paid Sick Leave (for California employees), California Pregnancy Disability Leave (for California employees), California Family Rights Act (for California employees), and other leaves provided by state law and local ordinance, employees may take an unpaid temporary disability leave of absence if necessary to reasonably

accommodate a disability in accordance with federal and state law. Disability Leave will run concurrently with other leave to which the employee is entitled. The duration of Disability Leave will be consistent with applicable law, but in no event will the leave extend past the date on which an employee becomes capable of performing the essential functions of the employee's position, with or without reasonable accommodation. For a full explanation of leave duration and reinstatement rights, employees should contact their Employenet supervisor or the Vice President of Human Resources.

## **Domestic Violence, Sexual Assault, and Stalking Leave (for California Employees)**

Unpaid domestic violence, sexual assault, and stalking leave will be given to any employee working in California who has been victimized and who needs time off for any of the following reasons:

- To obtain or attempt to obtain any relief, including a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child;
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- To obtain services from a domestic violence program, shelter, or rape crisis center;
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
- To participate in safety planning and other actions taken to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

If an employee needs time off from work for this purpose, reasonable advance notice must be provided to the employee's Employenet representative or Client site representative in writing. If an unscheduled absence or emergency court appearance is required for the health, safety, or welfare of the employee or a child, the employee must provide certification of the absence within a reasonable time after the court appearance. Certification shall be any of the following:

- A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking;
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence, sexual assault, or stalking;
- A court order or other evidence from the court or prosecuting attorney that the employee appeared in court; or
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that the employee was undergoing treatment for injuries or abuse resulting in victimization from an act of domestic violence, sexual assault, or stalking.

Employnet will make reasonable efforts to maintain the confidentiality of an employee who requests leave under this section. Employnet will not discriminate or retaliate against an employee based on his or her status as a victim of domestic violence, sexual assault, or stalking or based on his or her request for leave or reasonable accommodation due to domestic violence, sexual assault, or stalking.

In addition to requesting leave, an employee who is a victim of domestic violence, sexual assault, or stalking may request a reasonable accommodation for his or her safety at work by submitting to the employee's Employnet representative, Client site representative, or the Employnet Vice President of Human Resources a signed written statement certifying the accommodation is for the employee's protection, along with certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking (as required above for leave). Upon receiving the request, Employnet will engage in a good faith interactive process with the employee to determine effective reasonable accommodations.

Employnet will not discriminate or retaliate against an employee based on the employee's request for leave or reasonable accommodation due to domestic violence, sexual assault, or stalking.

## **Crime Victims Leave (for California employees)**

Employees working in California who are:

- victims of a crime that caused physical injury or that caused mental injury and a threat of physical injury; or
- a person whose immediate family member is deceased as a direct result of a crime,

may take unpaid leave upon request to obtain or attempt to obtain any relief, including, but not limited to, a restraining order, temporary restraining order, or other injunctive relief to help ensure the employee's health, safety, or welfare, or that of the employee's children.

Similarly, if an employee or an employee's immediate family member is a victim of a violent or serious felony, or a felony relating to theft or embezzlement, the employee may take unpaid leave in order to attend the judicial proceedings related to that particular crime.

For purposes of this policy, an "immediate family member" is a:

- spouse,
- registered domestic partner,
- biological, adopted, or foster child, stepchild, or legal ward, a child of a registered domestic partner, a child to whom the employee stands in loco parentis, or a person to whom the employee stood in loco parentis when the person was a minor, regardless of the age of the child;
- a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or an employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee or the employee's spouse or registered domestic partner was a minor child;
- a biological, foster, or adopted sibling, stepsibling, or half-sibling; and
- any other individual whose close association with the employee is the equivalent of a family relationship described above.

In addition, an employee may take time off, upon the victim's request, to appear in court to be heard at

any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, postconviction release decision, or any proceeding in which a right of the victim is at issue, related to any of the following offenses against the employee or the employee's spouse, registered domestic partner, parent, child, sibling, or guardian:

- Vehicular manslaughter while intoxicated;
- Felony child abuse likely to produce great bodily harm or death;
- Assault resulting in the death of a child under eight years of age;
- Felony domestic violence;
- Felony physical abuse of an elder or dependent adult;
- Felony stalking;
- Solicitation for murder;
- A serious felony, such as kidnapping, rape, or assault with a deadly weapon;
- Hit and run causing death or injury;
- Felony driving under the influence causing injury; or
- Sexual assault.

If an employee needs time off from work for this purpose, reasonable advance notice must be provided to the employee's Employnet representative or Client site representative in writing, and the employee must provide the Employnet representative or Client site representative with a copy of the notice of each scheduled judicial proceeding, if applicable. If an unscheduled absence or emergency court appearance is required for the health, safety, or welfare of the employee or a child, the employee must provide certification of the absence to the employee's Employnet representative or Client site representative within a reasonable time after the court appearance or absence. Certification shall be any of the following:

- A police report indicating that the employee was a victim of an offense listed above;
- A court order protecting or separating the employee from the perpetrator of an offense listed above;
- Other evidence from the court or prosecuting attorney that the employee appeared in court;
- Documentation from a medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an offense listed above; or
- Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying the reason for the absence.

Employnet will make reasonable efforts to maintain the confidentiality of an employee who requests leave under this policy.

Employees with available California Healthy Workplaces, Healthy Families paid sick leave may use such benefits for this type of leave. For more information, please see the California Healthy Workplaces, Healthy Families Paid Sick Leave policy in this Employee Handbook.

Employnet will not discriminate or retaliate against an employee based on the employee's status as a victim of an offense listed above.

## **Bereavement Leave (for California employees)**

An employee is eligible for five (5) days of unpaid bereavement leave pursuant to CFRA. What this means is that an employee is entitled to take bereavement leave for the purpose of attending funerals or simply to process the tragedy. It is unlawful for an employer to refuse to grant an eligible employee the opportunity to take up to five days of bereavement leave upon the death of a qualifying family member, which includes a spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.

An employee's use of bereavement leave does not affect the existing twelve (12) weeks of leave to which all employees are entitled under CFRA for other qualifying reasons. Bereavement does not need to be taken consecutively. It can be taken intermittently. However, the employee must complete the bereavement leave within three months of the family member's date of death.

Notwithstanding the above, the Company reserves its right consistent with the applicable law to request that an employee seeking bereavement provide documentation of the death of the family member, which may include a death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The documentation, if requested, must be provided within thirty (30) days of bereavement leave.

The Company strictly maintains confidentiality of an employee who requests bereavement leave, as well as the confidentiality of all related documentation, which will only be disclosed as is required by the law.

## **Other Leaves of Absence**

Employees will also be granted a leave of absence for certain personal reasons as required by federal and state law that applies where the employee is working. For example, additional leaves of absence provided in California include time off to vote (with pay), jury duty, appearance as a witness in a legal proceeding, court appearances or seeking of relief related to domestic violence, sexual assault, or stalking, court appearances for victims or immediate family members of victims of certain crimes, appearance at school by a parent when requested pursuant to the California Education and Labor Codes, bone marrow or donor leave (with pay), or performance of emergency duty by a volunteer firefighter. Employees must provide reasonable advance notice of any need for such leave and in some circumstances, may need to provide appropriate documentation related to the need for the leave. Employees out on jury duty or to testify as a witness are expected to return to work each day or portion of the day that they are not selected for jury duty, called as a witness, or otherwise required to be absent. Employees with questions about other leaves of absence should contact their Employnet representative.

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