



# **Temporary Employee Handbook**

**(Effective October 2024)**

Dear Employee,

It is with great pleasure that we have the opportunity to introduce you to Staff Right, Inc. Founded in 2001, by Kim Kilgo, Staff Right's mission is to help our clients succeed by connecting them with employees equipped with the training, skills, and experience needed to perform the duties assigned to them by our clients.

This Temporary Employee Handbook is designed to acquaint you with Staff Right and provide you with information about our Personnel Policies and Procedures (rules and regulations). This handbook is prepared for information purposes only and does not constitute a contract between Staff Right and its employees. The information contained in this handbook may be amended by the Chief Executive Officer with or without notice.

Please read this handbook carefully. If you have any questions, please direct them to Human Resources. We will be happy to answer any questions. **You will be required to sign a form which states that you have read this Temporary Employee Handbook and understand its contents.**

We are pleased you have chosen to become part of our team.

**Welcome to Staff Right!**

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## **Introductory Statement**

This handbook is designed to acquaint you with Staff Right (also referred to herein as the “Company”) and provide you with information about working conditions and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook.

Staff Right reserves the right, to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, without advance notice, in its sole and absolute discretion. Employees will be notified of such modifications to the handbook. Staff Right’s employment-at-will policy is not subject to modification. Nothing in this handbook is intended to create a contract (express or implied) or any other legally enforceable obligation on the part of Staff Right.

No one other than Kim Kilgo, Staff Right’s Chief Executive Officer, may alter or modify any of the policies in this handbook, and any alterations or modifications must be in writing. No statement or promise by a coordinator, manager, supervisor, or department head, past or present, may be interpreted as a change in policy, nor will it constitute an agreement with an employee.

This Temporary Employee Handbook supersedes any and all other previous Staff Right employee handbook or manual, or other Staff Right policies, whether written or oral, applicable to temporary employees.

## **Nature of Employment**

We greatly look forward to having you join Staff Right and becoming a member of our team. However, we recognize that you retain the option, as does the Company, of ending your employment with the Company at any time, with or without notice and with or without cause, subject to applicable federal, state, or local law. As such, all employment with Staff Right is at-will and neither oral nor written representations may be considered a contract for employment for any specific period of time. In addition, the policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between Staff Right and any of its employees.

## **Equal Employment Opportunity**

In order to provide equal employment and advancement opportunities to all individuals, Staff Right bases its employment decisions on merit, qualifications, and abilities. Staff Right does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex/gender/sexual orientation, national origin, age, disability, genetic information, veteran status, or any other characteristic protected by law.

Staff Right complies with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act, the Pregnant Workers Fairness Act, and all applicable federal, state, and local laws. Consistent with those requirements, Staff Right will reasonably accommodate qualified individuals with a disability if such accommodation would allow the individual to perform the

essential functions of the job, unless doing so would create an undue hardship. Staff Right will also accommodate an employee's known limitations related to pregnancy, childbirth, or other related medical conditions, absent undue hardship. If you believe you need an accommodation, refer any such request to Human Resources. Staff Right will also, where appropriate, provide reasonable accommodations for an employee's religious beliefs or practices.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of Staff Right's Chief Operations Officer or Human Resources. Employees can raise concerns and make 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 termination of employment.

## **Unlawful Retaliation Prohibited**

Staff Right strictly prohibits and does not tolerate unlawful retaliation against any employee. All forms of unlawful retaliation are prohibited, including any form of discipline, reprisal, intimidation, or other form of retaliation for participating in any activity protected by law.

If an employee is subjected to any conduct that the employee believes violates this policy, the employee must promptly speak to, write, or otherwise contact the Chief Operations Officer or Human Resources ideally within five (5) days of the offending conduct. The employee's complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. Staff Right will directly and thoroughly investigate the facts and circumstances of all perceived retaliation and will take prompt corrective action, if appropriate.

Additionally, any manager or supervisor who observes or receives a report of retaliatory conduct must report the conduct to the Chief Operations Officer or Human Resources so that Staff Right can investigate and take corrective action, if appropriate.

Any employee who Staff Right determines has engaged in retaliation in violation of this policy, will be subject to discipline, up to and including termination of employment. This policy is not intended to restrict communications or actions protected or required by federal, state, or local law.

## **Immigration Law Compliance**

Staff Right complies with applicable immigration law by employing only United States citizens and non-citizens who are authorized to work in the United States. Staff Right does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Staff Right within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact Human Resources or the Chief Operating Officer. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

## **Employment Applications**

All applicants for employment with Staff Right must fully complete, sign, and date Staff Right's employment application form. Staff Right relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in Staff Right's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment. The completed application form will be made part of the personnel file of those applicants accepted for employment.

## **Criminal Background Policy**

Staff Right requires all applicants to provide Staff Right with authorization to conduct background searches that include criminal conviction records of the applicants. Conviction of a crime will not automatically disqualify an applicant from consideration for employment. Staff Right will consider all available information in reviewing applications, including the nature of the position for which the applicant is applying, as well as the date, nature, and circumstances surrounding the criminal incident. Therefore, it is important that applicants provide Staff Right with any information that the applicant would like to be taken into consideration. This information will be kept strictly confidential and will not be shared with anyone other than persons who are directly involved in the hiring process and who require the information to make a hiring decision.

If the criminal history provided by the applicant does not conform with the information received from the background search, the applicant will be given the opportunity to explain any inaccuracies. Falsification of application materials, including failure to disclose criminal convictions, may result in Staff Right's exclusion of the applicant from further consideration for employment.

Employees who are charged with or convicted of a criminal violation must notify Staff Right's Chief Operations Officer or Human Resources within five (5) days of the arrest, indictment, or conviction. Failure to report an arrest or conviction may result in discipline up to and including immediate termination of employment.

## **Confidential Relationship**

Staff Right employees may not disclose or use any Staff Right confidential information, either during or after employment. We sincerely hope that employment relationships will be long-term and mutually rewarding. However, employment with Staff Right assumes an obligation to maintain confidentiality, even after employees leave our employ.

No one is permitted to remove from the office or make copies of any Staff Right records, reports, or documents or records, reports, or documents that have been entrusted to Staff Right by the Company's clients, contractors, vendors, or suppliers without prior management approval. Disclosure of confidential information could lead to termination of employment, as well as other legal action. This policy is not intended to restrict communications or actions protected or required by federal, state, or local law.

## **Personnel Data Changes**

It is the responsibility of each employee to promptly notify Staff Right of any changes in personnel data. Legal names, personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, driving record or status of driver's license (if the employee operates a vehicle while working), and other such status reports should be accurate and current at all times. If any personnel data has changed, employees must promptly notify Staff Right.

Human Resources handles personnel records and related personnel administration functions at Staff Right. Questions regarding insurance, wages, benefits, and interpretation of policies should be directed to Human Resources.

## **Employment Classification**

### **Exempt Employees**

Employees who are designated as exempt are paid a fixed salary and are not entitled to overtime pay.

### **Nonexempt Employees**

Employees who are designated as nonexempt are entitled to overtime pay at a rate of one and one-half times their regular rate of pay for all hours worked over 40 in one workweek, as required by applicable federal and state law.

### **Full-Time Employees**

Employees who work at least 130 hours per month are considered full-time employees. Unless otherwise specified, the benefits described in this Employee Handbook apply only to full-time employees.

### **Variable Hour Employees**

An employee is a variable hour employee if, based on the facts and circumstances at the start date, Staff Right cannot determine that the employee is expected to be employed on average at least 30 hours per workweek. A new employee who is expected to be employed initially at least 30 hours per workweek may be a variable hour employee if, based on the facts and circumstances at the start date, the period of employment at more than 30 hours per workweek is reasonably expected to be of limited duration and it cannot be determined that the employee is reasonably expected to



be employed on average at least 30 hours per week over the initial measurement period of ten months.

## **Work Schedule**

### **Work Schedule**

Work schedules are determined by the supervisor at the job site to which the employee is assigned. Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Employees are responsible for notifying Staff Right when a job assignment ends. Once an assignment ends, Employees must report to Staff Right's office within 48 hours of the end of their assignment and sign the availability list in order to request another assignment. Employees must also call Staff Right in order to request another assignment daily until they receive another assignment. If an employee fails to notify Staff Right of the employee's availability, fails to contact Staff Right to request another job assignment, or refuses to accept another assignment, Staff Right will assume that the employee has voluntarily resigned.

### **Attendance and Punctuality**

To maintain a safe and productive work environment, Staff Right expects employees to be reliable and to be punctual in reporting for scheduled work. Regular and on-time attendance is essential for efficient operations. Excessive absenteeism and tardiness is not only inconvenient but also creates a burden for Staff Right's clients. While it is recognized that an occasional illness or extenuating personal reason may cause unavoidable absence from work or tardiness, regular on-time attendance is required for continued employment.

In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify both a Staff Right recruitment specialist or management employee and the supervisor at the job site to which they are assigned at least one hour in advance of the anticipated tardiness or absence.

Any employee who fails to maintain an acceptable attendance record may be subject to disciplinary action up to and including termination. If any employee is absent from work for more than 24 hours without informing Staff Right and their immediate supervisor, Staff Right will assume that the employee has resigned and employment will be terminated as of the last day worked by the employee.

Staff Right expects employees to complete assignments accepted by the employee. Failure to complete a shift or assignment without justification may result in disciplinary action up to and including termination of employment.

One unexplained or unexcused absence (one "no call/no show") may be cause for immediate termination. If you accept a job assignment and you "no call/no show" or if you leave the job site

prior to the scheduled completion time, Staff Right may assume that you have voluntarily resigned your employment.

Employees must be accessible by telephone and must have reliable transportation.

### **Severe Weather and Emergency Conditions**

In the event of severe weather conditions or other emergencies, Staff Right's Chief Executive Officer or Staff Right clients might decide to close a worksite or direct employees not to report to work. If this occurs, employees will be notified as soon as possible.

### **Dress Code and Personal Appearance**

Dress standards will depend upon the job site at which the employee is assigned. Employees are expected to present a clean and neat appearance and to dress according to the requirements of their work assignment.

If you have questions as to what constitutes appropriate attire, consult a member of Staff Right's team or the supervisor at the job site to which you are assigned.

### **Safety and Workers' Compensation Insurance**

At Staff Right we take our responsibility as your employer very seriously. We go to great lengths and expense to provide a safe working environment. Staff Right provides a workers' compensation insurance program at no cost to employees. Subject to applicable laws, workers' compensation insurance may provide benefits for an injury or illness arising out of and in the course of employment that requires medical, surgical, or hospital treatment after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain or observe work-related injuries or illnesses must immediately inform both their supervisor at the job site to which they are assigned and as a member of Staff Right's Recruitment or Management Team. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Employees will be required to submit to a drug and alcohol screening within four (4) hours following a work-related injury or accident in which the use of alcohol or illegal drugs could have reasonably contributed to the incident or injury. Refusal to submit to a drug or alcohol screening following a work-related injury or accident may result in immediate suspension and/or termination of employment. If an employee fails drug or alcohol screening at the time mentioned above, the employee may forfeit the employee's right to workers' compensation benefits.

Employees should immediately notify Staff Right if the client for which they assigned to work asks or instructs them to perform duties other than those that were described to them by Staff Right. Employees must also comply with any safety policies and procedures for the job site to which they are assigned. Performing duties outside the scope of the job assignment, failure to follow safety policies and procedures, or failure to use/wear required safety equipment could result in

disciplinary action, up to and including termination of employment. Injuries sustained by employees while performing duties outside the scope of their job assignment (including horseplay) or sustained while failing to follow safety policies/procedures or wear/use required safety equipment might not be covered by workers' compensation insurance.

Staff Right will not subject an employee to retaliation for reporting what the employee believes to be workplace safety issues.

If you feel that Staff Right has not met its obligations under this policy, you should contact Kim Kilgo. An effective workplace safety policy depends on everyone working together to address this very important subject.

## **Employee Conduct and Work Rules**

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. By accepting employment with Staff Right, employees have a responsibility to the Company and their colleagues to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict employee rights, but rather to ensure that employees understand what conduct is expected and necessary. When employees recognize that they can fully depend upon their coworkers to follow the rules of conduct, our organization will be a better place to work for everyone.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following list is not comprehensive, but provides examples of infractions of rules of conduct that may result in disciplinary action, up to and including immediate termination of employment:

1. Theft or inappropriate removal or possession of Staff Right or Staff Right client property;
2. Falsification of time records or work-related documents;
3. Working under the influence of alcohol or illegal drugs;
4. Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating vehicles or equipment;
5. Violation of the Company drug testing policy;
6. Physical or verbal violence or threats of violence while working or directed toward employees, applicants, clients, potential clients, or vendors;
7. Negligence or improper conduct leading to injury or damage of Company or client property;
8. Abuse, defacement, destruction, or misuse of Company or client property;
9. Insubordination or other disrespectful conduct including failure to follow directions or refusal of work assignments;
10. Violation of safety or health rules or procedures;
11. Operation of equipment or handling of material in a manner that is reckless or poses a threat to the safety and well-being of others;
12. Smoking in prohibited areas;
13. Sexual or other unwelcome harassment;
14. Excessive tardiness, absenteeism, or any absence without notice;

15. Unauthorized use of Company phones, computers/electronic devices, e-mail, social media, mail system, or other Company equipment;
16. Unauthorized disclosure of Company, employee, client, contractor, vendor, or supplier confidential information;
17. Not completing assignments in accordance with the quality or the timeframe required by the Company and/or the client;
18. Reckless conduct while conducting Company business;
19. Unsatisfactory performance or conduct;
20. Acting in conflict with Company interest;
21. Possession of cell phones, radios, walky-talkies, or any other type of personal communication device while working without express written permission from Staff Right; and
22. Failure to immediately report incidents that result in injury or damage to Company or client property.

## **Employee Counseling (Discipline)**

If it becomes necessary for Staff Right to deal with insufficient work performance or unacceptable behavior by an employee, Staff Right will ordinarily follow a system of progressive discipline, which may include verbal warnings, written warnings, or termination of employment. The type of discipline administered will be determined by the nature and circumstances of the violation as deemed appropriate in the sole discretion of Staff Right.

The following guidelines are merely intended to provide transparency to employees. The Company retains the discretion to take different steps to appropriately address and remedy the disciplinary issues. Deviation from the general guidelines below may depend on various factors including, but not limited to: the type of offense, the situation/circumstances, the severity of the infraction, and rules/procedures applicable to the jobsite to which the employee is assigned to work.

These counseling guidelines do not create an employment contract. All employees are at-will employees and may be terminated at any time without notice, in accordance with applicable federal, state, and local law.

### **Verbal Warning**

A verbal warning may be issued when an employee's conduct or performance is unacceptable, but not considered to require a more serious disciplinary step. Verbal warnings may be documented and included in the employee's personnel record.

### **Written Warning**

A written warning may be issued when the employee's conduct or performance does not at that time warrant suspension or termination. Such warnings are considered serious matters, and each written warning becomes an official part of an employee's personnel record.

## **Termination of Employment**

Repetition of an offense for which prior discipline has been imposed may result in termination of employment. It is important, however, to point out that an employee may be discharged without prior warning if Staff Right determines in its sole discretion that the nature or circumstances of the offense necessitate immediate termination of employment. Employees who are released from Staff Right for disciplinary reasons are not eligible for rehire.

## **Unlawful Harassment Prohibited**

Staff Right is committed to maintaining a work environment that is free from discrimination and where employees at all levels of Staff Right are able to devote their full attention and best efforts to the performance of their job duties. Harassment, either intentional or unintentional, has no place in the work environment. Accordingly, Staff Right does not authorize and will not tolerate any form of harassment of or by any employee (supervisory or non-supervisory) based on race, sex/gender, religion, color, national origin, age, disability, genetic information, veteran status, or any other factor protected by law. The term “harassment” for all purposes includes, but is not limited to, offensive language, jokes, or other verbal, graphic or physical conduct relating to an employee’s race, sex/gender/sexual orientation, religion, color, national origin, age, disability, genetic information, veteran status, or other factor protected by law which would make a reasonable person experiencing such harassment uncomfortable in the work environment or which could interfere with the person’s job performance.

### **Sexual Harassment**

Sexual harassment may include:

- Physical assaults or physical conduct that is sexual in nature;
- Unwelcome sexual advances or comments or requests for sex or sexual activities concerning one’s employment or advancement, regardless of whether they are accompanied by promises or threats;
- Sexual displays on publications such as calendars, cartoons or graffiti;
- Other verbal or physical conduct of a sexual nature which has the purpose or effect of interfering with an individual’s work performance, or creating an intimidating, hostile, or offensive work environment.

Staff Right regards all such conduct as inappropriate. Examples of sexual harassment include sexual propositions, sexual innuendo, sexually suggestive comments, sexually-oriented “kidding,” “teasing” or “practical jokes,” jokes about gender-specific traits, foul or obscene printed or visual material, and physical contact, such as patting, pinching, or brushing against another’s body; or reading or otherwise publicizing in the work environment materials that are sexually suggestive or revealing.

## **Other Forms of Harassment**

Harassment based on a protected characteristic, including race, religion, color, national origin, age, disability, genetic information, or veteran status, is also prohibited. Such harassment may include any verbal, written, or physical act in which race, religion, color, national origin, age, disability, genetic information, veteran status, or any other characteristic protected by law is used or implied in a manner which would make a reasonable employee uncomfortable in the work environment or which would interfere with the employee's ability to perform the job. Examples of such harassment may include jokes that refer to race, religion, color, national origin, age, disability, genetic information, veteran status, or other characteristic protected by law; the display or use of objects or pictures which adversely reflect on a person's race, religion, national origin, age, disability, genetic information, or veteran status; or use of language which is offensive due to a protected characteristic.

## **How to Report Instances of Harassment**

Staff Right cannot resolve matters that are not brought to its attention. Any employee, regardless of position, who has a complaint of or who witnesses harassment at work by anyone, including supervisors, managers, or co-workers has a responsibility to immediately bring the matter to Staff Right's attention. Employees should communicate their complaint or observation of harassment to a member of Staff Right's Recruitment Team and/or Human Resources.

## **Complaint Resolution**

Staff Right will thoroughly and promptly investigate all claims of harassment and take appropriate corrective action. Complaints of harassment will be kept as confidential as possible. No employee will be subjected to retaliation by Staff Right because the employee has reported what the employee believes to be an incident of harassment.

If an employee feels that Staff Right has not met its obligations under this policy, the employee should contact Human Resources. An effective anti-harassment policy depends on everyone working together to address this very important subject.

## **Violence-Free Workplace**

It is Staff Right's policy to provide a workplace that is safe and free from all threatening and intimidating conduct. Therefore, the Company will not tolerate violence or threats of violence of any form in the workplace, at work-related functions, or outside of work if it affects the workplace.

This policy applies to Staff Right employees, clients, customers, guests, vendors, and persons doing business with the Company. It will be a violation of this policy for any individual to engage in any conduct, verbal, physical, or digital, which intimidates, endangers, or creates the perception of intent to harm persons or property. Examples include but are not limited to:

- Physical assaults or threats of physical assault, whether made in person or by other means (i.e., in writing, by phone, fax, or e-mail).

- Verbal, written, or digital/virtual/online conduct that is intimidating and has the purpose or effect of threatening the health or safety of a co-worker, client, customer, guest, or person doing business with the Company.
- Any other conduct or acts which management believes represents an imminent or potential danger to workplace safety/security.

Questions or complaints about workplace behaviors should be directed to Human Resources as soon as possible. The Company will promptly and thoroughly investigate any reported occurrences or threats of violence. Violations of this policy will result in disciplinary action, up to and including immediate termination of employment. Where such actions involve non-employees, the Company will take action appropriate for the circumstances. Where appropriate and/or necessary, the Company will also take whatever legal actions are available and necessary to stop the conduct and protect Company employees and property.

## **Timekeeping and Wage Policies**

### **Pay Period and Hours**

Staff Right's payroll period and work week begins on Monday at 12:01 a.m. and ends on Sunday at 12:00 a.m.

### **Paydays**

All employees are paid weekly.

### **Pay Distribution**

Staff Right pays its employees either by direct deposit or through Staff Right's paycard system.

### **Timekeeping**

For the purposes of this policy, "time worked" means all time spent performing job-related duties. Employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Off-the-clock work is strictly prohibited. Overtime work must always be approved by the supervisor of the jobsite where the employee is assigned before it is performed.

Employees must ensure all time is recorded accurately. It is the employee's responsibility to notify Human Resources of any errors in the time records.

Altering time records, submitting false time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

## **Deductions From Paycheck**

Staff Right is required by law to make certain deductions from employee paychecks each time they are prepared, including federal, state, and local income taxes and contributions to Social Security as required by law. These deductions will be itemized on the check stub that accompanies the paycheck. The amount of the deductions will depend on the employee's earnings and on the information the employee furnishes on form W-4 regarding the number of exemptions the employee claims. Employees should speak with Human Resources if changes are needed to form W-4. Only employees may modify their W-4 forms. Verbal or written instructions are not sufficient to modify withholding allowances. Employees should check their pay stubs to ensure that they reflect the proper number of withholdings.

Staff Right provides employees with W-2 forms annually that reflect how much earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered garnishments, will be explained whenever Staff Right is ordered to make such deductions. If you have questions about any deductions from your pay or if you believe improper deductions have been made from your pay, you should report your concern to Human Resources immediately.

When an applicant accepts employment with Staff Right, Staff Right will deduct the cost of the employee's criminal background check and drug test (\$25.00) from the employee's pay, in accordance with applicable law.

## **Error in Pay**

Every effort is made to avoid errors in employee paychecks. If you believe an error has been made in your pay, report the error to Human Resources immediately. Human Resources will take the necessary steps to research the problem and to assure that any necessary correction is made promptly.

If an employee receives an overpayment of wages, Staff Right will make adjustments to the employee's paycheck in order to offset any overpayment received by the employee, in accordance with applicable law.

## **Wage Garnishments**

Garnishments are court orders requiring an employer to withhold specified amounts from an employee's wages for payment of a debt owed by the employee to a third party. State law requires Staff Right to honor garnishments of employee wages (including child support) as a court or other legal judgment may instruct. The law also provides for an administrative fee to be charged when a garnishment occurs. Such administrative fee may be deducted from an employee's wages without the employee's consent.

## **Benefits**

Staff Right is committed to sponsoring a comprehensive benefits program for all eligible employees. Staff Right periodically reviews the benefits program and will make modifications as



appropriate to the Company's condition. Staff Right reserves the right to modify, add, or delete the benefits it offers.

Staff Right offers health, dental, vision, and life insurance benefits to temporary employees. Employees should direct questions about eligibility for insurance benefits and available options to Human Resources.

### **Voting Leave**

We encourage employees to exercise their voting privileges in local, state, and national primaries and elections. However, since the polls are open for long periods and early-voting is often made available to voters, we encourage employees to vote before or after regular working hours when they are able to do so. However, in accordance with Georgia law, employees may take up to two (2) hours off work to vote in person in primaries and elections, either on election day or on a designated in-person early voting day. Employees must notify their supervisor and a member of Staff Right's Recruitment Team in advance of taking time off work to vote

### **Military and FEMA Leave**

Staff Right provides leaves of absence to employees who serve in the uniformed services and as reservists in the Federal Emergency Management Agency ("FEMA") as required by the Uniformed Services Employment and Reemployment Rights Act of 1994, the Family Medical Leave Act, and/or applicable state laws. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and for examinations to determine fitness for duty.

Total military leave time may not exceed five years during employment, except under special circumstances. Advance notice of leave is required, where possible, and must be requested by presenting the orders of the Commanding Officer of the employee's military unit to the employee's manager. Employees should inform their supervisors and Human Resources of anticipated military leave time as far in advance as possible.

Employees on military/FEMA leave may take all, part, or none of their earned accrued leave time during their military duty. Otherwise, military/FEMA leave is unpaid. Employees on military/FEMA leave who are current participants in the group health plan will be covered for a period of 31 days from the date leave begins. Benefits under the Group Health Plan will continue through the last day of the month in which this 31-day period begins. Additional health plan coverage continuance for up to 24 months may be arranged through COBRA (Consolidated Omnibus Budget Reconciliation Act) for the remainder of leave or until rights under COBRA expire. Employees may be required to pay up to 102 percent of the full premium for this additional coverage. Upon reinstatement, coverage will be retroactive to the first day of the month in which the employee returns from military leave.

Employees returning from military/FEMA leave must report or submit applications for reemployment within specified time limits, except in some circumstances.

Employees returning from a leave of fewer than 31 days must report to work at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service (or fitness examination), return travel time, and eight hours.

Employees returning from a military/FEMA leave of more than 30 but fewer than 181 days must submit an application for reemployment within 14 days of completion of service.

Employees returning from a military/FEMA leave of more than 180 days must submit an application for reemployment within 90 days of completion of service.

Service members convalescing from injuries received during service or training may have up to two years from the date of completion of service to return to their jobs or apply for reemployment.

Employees who are not regular status employees may not be eligible for reinstatement following military leave and reinstatement may not be required for other employees in some circumstances. Contact the Human Resources Department for information pertinent to your situation.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

### **Jury/Witness Duty**

Staff Right encourages employees to fulfill their civic responsibilities by serving jury and witness duty when required. Non-exempt employees will not be paid for leave taken to perform jury duty. Employees who are subpoenaed to serve as a witness in a legal proceeding in which Staff Right has an interest will be paid at their regular rate of pay for leave taken to serve as a witness.

Employees must notify Staff Right upon receipt of a summons or subpoena so that arrangements can be made to accommodate the employee's absence. A document from the court that shows the time spent by the employee at the court must be submitted to a member of Staff Right's Recruitment Team or Human Resources. Verification of an employee being seated on a jury, being retained in a jury pool, or subpoenaed as a witness is required.

### **Pregnancy-Related Absences**

Staff Right will accommodate requests for time off related to an employee's pregnancy, child birth, or other related medical conditions in accordance with applicable law and absent undue hardship to the Company.

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

Generally, employees with at least 12 months service and who have completed at least 1,250 hours of work over the previous 12 months are eligible for this leave. Staff Right will not discriminate or retaliate against employees as a result of the approved use of family care or medical leave or a proper request for such leave. Requests for family care and medical leave will be considered without regard to race, color, national origin, sex/gender, age, religion, disability, genetic information, or any other characteristic protected by law.

In general, a leave of absence is an official authorization to be absent from work without pay for a specified period of time. Eligible employees may be entitled to job-protected family or medical leaves of absence if they are unable to come to work due to pressing family or medical concerns as described with this Family and Medical Leave of Absence Policy, which shall be administered in accordance with applicable state and federal laws as follows:

1. Employees are eligible if they have been actively employed for 12 months, and have worked at least 1,250 hours over the previous 12 months. This 12-month period “rolls back” from the date of leave to the prior 12-month period.
2. Eligible employees may request one (1) or more family care or medical leaves, however, the total amount of leave taken cannot exceed 12 work weeks in any 12-month period. Under some circumstances, employees may take leave intermittently, *i.e.*, taking leave in separate blocks of time for a single qualifying reason or on a reduced leave schedule, reducing the employee’s usual weekly or daily work schedule.
3. Leave will be granted to eligible employees for one or more of the following reasons:
  - For the birth and care of a newborn child of the employee;
  - For placement with the employee of a son or daughter for adoption or foster care;
  - To care for a spouse, son, daughter, or parent 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, son, daughter or parent is on covered active duty or called to active-duty status as a member of the Armed Forces, including the National Guard or Reserves, in support of a contingency operation.
4. Leave will also be granted to eligible employees who are the spouse, son, daughter, parent or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of 26 workweeks of unpaid leave during a single 12-month period to care for the service member. Eligible employees who are the family members of certain veterans with a serious injury or illness incurred or aggravated in the line of duty on active duty and that manifested before or after the veteran left active duty may also take up to a total of 26 workweeks of unpaid leave during a single 12-month period to care for the veteran. For purposes of this leave, a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness is a covered veteran if the veteran: (1) was a member of the Armed Forces (including a member of the National Guard or Reserves); (2) was discharged or

released under conditions other than dishonorable; and (3) was discharged within the five-year period before the eligible employee first takes FMLA military caregiver leave to care for the veteran.

5. In appropriate circumstances, Staff Right may require the employee to be examined by a Company-designated physician, at Staff Right's expense.
6. In the event of a serious health condition of the employee or the employee's child, spouse, or parent creating a need for unforeseeable family or medical leave, the employee must provide Staff Right with notice as soon as practicable under the facts and circumstances of the particular case of any needed time off, as well as a written doctor's certificate. The certification must include the date on which the health condition occurred, the probable duration of the condition, an estimate of the amount of time the employee needs to be off work to care for the family member or for the employee's own health condition, and confirmation that the nature of the condition warrants the employee to be away from work to care for themselves or the employee's dependent.
7. Employees are required to give 30 days' advance notice in the event of a foreseeable medical treatment. To assist Staff Right in arranging work assignments during the employee's absence, Staff Right asks that employees give us prior notice, to the extent possible, of an expected birth or adoption, as well as an indication, to the extent known, of the expected return date. To facilitate the employee's return to work, Staff Right also asks that employees provide two (2) weeks advance notification of the intended return date. Failure to do so may result in delay of the return date.
8. For purposes of this policy, a child is defined as a natural, adopted, or foster child, a step-child or a legal ward. If the child is over 18 years old, the child must be unable to care for themselves due to a serious illness. A parent is defined as the employee's or the employee's spouse's natural, adoptive, or foster parent, stepparent, or legal guardian.
9. "Serious health condition" is defined by the Family Medical Leave Act ("FMLA"), and Staff Right will comply with the FMLA when considering requests for FMLA leave. If an employee is unsure whether the employee qualifies for FMLA leave, Staff Right can provide the employee with materials that specify what health conditions qualify for FMLA leave.
10. Upon completion of a leave granted under this section, the employee will be reinstated to the employee's original position, or an equivalent one. If, due to the employee's own medical circumstances, the employee is no longer able to perform the essential functions of the employee's original job, Staff Right will attempt to transfer the employee to alternate suitable work, if available.
11. Employees must use any accrued paid time off during family care or medical leave.

If additional family care or medical leave is required, the employee must, prior to expiration of the family care or medical leave, submit additional certification to Staff Right.

## **Unpaid Leaves**

Occasionally, for medical, personal, or other reasons, an employee may need to be temporarily released from the duties of the employee's job with Staff Right. It is the policy of Staff Right to allow its eligible employees to apply for and be considered for certain specific leaves of absence. Leaves of absence may not be taken for the purpose of taking employment elsewhere or for employees to go into business for themselves.

Failure to return to work as scheduled from an approved leave of absence or to inform Human Resources of an acceptable reason for not returning as scheduled will be considered a voluntary resignation of employment.

All requests for leaves of absence shall be submitted in writing to Human Resources. Each request shall provide sufficient detail, such as the reason for the leave, the expected duration of the leave, and the relationship of family members, if applicable. Staff Right will consider and accommodate such requests in compliance with federal and state law.

## **Supporting Breastfeeding Employees**

In recognition of the well-documented benefits of breastfeeding for infants and mothers, Staff Right provides a supportive environment to enable breastfeeding employees to express milk during work hours. For up to one year after the births of their children, breastfeeding employees who choose to continue providing milk for their infants after returning to work shall receive:

1. Milk expression breaks. Staff Right will provide breastfeeding employees reasonable break time to express milk during work hours as needed.
2. A place to express milk. Staff Right will provide breastfeeding employees a space that is shielded from view and free from any intrusion from co-workers and the public to express milk.
3. Support. Staff Right expects all employees to assist in providing a positive atmosphere of support for breastfeeding employees.

Employees should notify the Chief Operating Officer or Human Resources if they will need to express breast milk at work. Staff Right strictly prohibits and does not tolerate unlawful retaliation against any employee for exercising their rights under this policy.

## **Ending the Employment Relationship**

Staff Right operates under the principle of at-will employment. This means that neither you nor Staff Right has entered into a contract regarding the duration of your employment. You are free to terminate your employment with Staff Right at any time, with or without reason. Likewise, Staff

Right has the right to terminate your employment, or otherwise discipline, transfer or demote you at any time, with or without reason, at the discretion of Staff Right.

Staff Right hopes and expects that employees will give at least a two week notice in the event of resignation. Staff Right reserves the right to reject the two-week notice and end employment immediately.

Staff Right will consider an employee to have voluntarily terminated employment if the employee:

1. Resigns from Staff Right;
2. Fails to return from an approved leave of absence on the date specified by Staff Right;
3. Fails to report to work for more than 24 hours without communicating with a member of Staff Right's Recruitment or Management Team; or
4. Leaves a job site before completing the scheduled shift without providing an explanation to a supervisor or Staff Right.

### **Return of Company or Client Property**

Any Staff Right or client property issued to employees must be returned to either the client or Staff Right at the time of termination. Employees will be responsible for any lost or damaged items. The value of any property issued and not returned may be deducted from the employee's final paycheck in accordance with applicable law.

## **Workplace Policies**

This Employee Handbook is designed to answer questions about the practices and policies of Staff Right. Employees should feel free to consult with Human Resources or the Chief Operating Officer regarding questions they have regarding the policies discussed in this Handbook.

### **Drug-Free Workplace Policy**

It is Staff Right's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on Staff Right premises and while conducting business-related activities off Staff Right premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Job applicants will be asked to provide body substance samples (such as urine and blood) to determine illegal use of drugs or alcohol. In accordance with applicable law, Staff Right will not accept for employment any applicant who refuses to submit to or fails the drug test.

Employees may be asked to submit to a drug test under the following circumstances:

- When there is a reasonable suspicion that the employee is using illegal drugs;
- When the employee has been involved in a work-related accident or injury in which the use of alcohol or illegal drugs could have reasonably contributed to the incident or injury;
- When returning to work after completing a drug abuse rehabilitation program;
- When a substance abuse test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the employer's established policy, or that is scheduled routinely for all members of an employment classification or group;
- As required by federal, state or other regulatory agencies, other types of testing required for certain employees, such as testing of Company drivers or individuals in safety sensitive positions as required by D.O.T. regulations; and
- When the Company elects to conduct internal random testing, through which employees are selected for testing using a non-discriminatory and impartial selection method.

All information obtained in connection with drug testing will be kept confidential in compliance with applicable law. Any employee who refuses to submit to drug testing, tampers with urine or other samples, or tests positive for illegal drugs will be subject to disciplinary action up to and including termination of employment.

It is the goal of Staff Right to maintain a drug-free workplace. To that end, and in the spirit of the Drug-Free Workplace Act of 1988, Staff Right has adopted the following policies:

1. The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.
2. Employees who violate this prohibition are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.
3. As an on-going condition of employment, employees are required to abide by this prohibition and to notify Human Resources in writing and within five (5) days of the violation of any criminal drug statute conviction they received.
4. If an employee receives such a conviction, Staff Right shall take appropriate personnel action against the employee, up to and including termination.
5. Staff Right provides information about drug counseling and treatment.
6. In order to maintain a safe workplace, Staff Right reserves the right to search and inspect employees' surroundings and possessions. including offices, files, desks,

credenzas, lockers, bags, briefcases, containers, packages, parcels, boxes, tools and tool boxes, lunch boxes, any employer-owned or leased vehicles, and any vehicles parked on Company or client property.

A complete copy of Staff Right's Drug and Alcohol Policy is attached to this Handbook as Appendix A. Questions concerning this policy should be directed to Human Resources.

### **Use of Prescription or Non-prescription Medications**

Staff Right is committed to providing a safe environment for its employees and clients. In furtherance of this goal, employees who need to use prescription or over-the-counter medications while at work must report this medical requirement to Human Resources if such use might impair or hinder the employee's ability to perform the employee's job safely and effectively. This information will remain confidential in compliance with applicable law. If Staff Right determines that the employee's use of prescription or over-the-counter medication may present a safety risk to the employee, other employees, or the general public, Staff Right reserves the right to reassign the employee to another job or prohibit the employee from performing certain tasks or from working altogether until the employee can safely return to work.



## Arbitration Agreement

Pursuant to the terms included in this Arbitration Agreement (the “Agreement”), if any employment dispute arises while you are employed at Staff Right, you and Staff Right mutually agree to submit any such dispute arising out of your employment or the termination of your employment (including, but not limited to, claims of breach of contract, unlawful discrimination based on race, color, sex, religion, national origin, age, disability, genetic information, or any other characteristic prohibited by law, unlawful retaliation, or claims brought under the Fair Labor Standards Act or other applicable wage and hour law), in which the claims are valued at \$5,000 or more, exclusively to binding arbitration under the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* Similarly, any disputes arising during your employment involving claims of unlawful discrimination or harassment under federal or state statutes or violations of federal, state, or local wage and hour law shall be submitted exclusively to binding arbitration under the above provisions. Arbitration shall be the exclusive forum used by Staff Right or you, and no other action can be brought by employees in any court or any forum.

Arbitration shall be administered under the rules and procedures of American Arbitration Association (“AAA”) in accordance with AAA’s Employment Arbitration Rules. A copy of AAA’s Employment Arbitration Rules is available from Staff Right’s Human Resources Department and is also available online at [www.adr.org](http://www.adr.org). You may also call AAA at 1-800-778-7879 if there are questions about the arbitration process. Discovery in any arbitration proceeding shall be conducted according to AAA’s Rules. Any arbitral award determination shall be final and binding upon the Parties.

By simply accepting or continuing employment with Staff Right, you automatically agree that arbitration is the exclusive remedy for all disputes arising out of or related to your employment with Staff Right and you agree to waive all rights to a civil court action regarding your employment and/or the termination of your employment with Staff Right; **only the arbitrator, and not a judge or a jury, will decide the dispute.**

If you decide to dispute your termination or any other alleged incident during your employment, including but not limited to unlawful discrimination or harassment, you must deliver a written request for arbitration to Staff Right within the timeframes provided by the statute of limitations applicable to the particular claims submitted. Any failure to timely request arbitration shall constitute a waiver of all rights to raise any claims in any forum arising out of any dispute that was subject to arbitration.

In order to initiate arbitration pursuant to this Agreement, Staff Right or you shall file a demand for arbitration with AAA in accordance with the Employment Arbitration Rules.

Arbitration under this Agreement shall be by one arbitrator, who shall be selected by the procedures set forth in the Employment Arbitration Rules. The location of the arbitration hearing shall be in a major city in reasonable geographic proximity to your residence.

Arbitration administrative fees, arbitrator compensation, filing fees, hearing fees, postponement/cancellation fees, and hearing room rental fees shall be borne by the parties in

accordance with the “employer-promulgated plans” provisions of the Employment Arbitration Rules. Each party shall be responsible for its own attorneys’ fees unless applicable law provides otherwise.

You and Staff Right expressly intend and agree that to the fullest extent allowable and enforceable under applicable state or federal law:

- class action and collective action procedures shall not be asserted, and will not apply, in any arbitration under this Agreement;
- neither you nor Staff Right shall assert class or collective action claims against the other in arbitration, court, or any other forum;
- each shall only submit their own individual claims in arbitration and shall not bring claims against the other in any representative capacity on behalf of any other individual; and
- any claims by you will not be joined, consolidated, or heard together with claims of any other current or former employee of Staff Right.

Notwithstanding anything to the contrary in AAA’s Employment Arbitration Rules, and the general grant of authority to the arbitrator of the power to determine issues of arbitrability, the arbitrator shall have no jurisdiction or authority to compel any class or collective claim, to consolidate different arbitration proceedings, or to join any other party to an arbitration between you and Staff Right.

Notwithstanding anything to the contrary in AAA’s Employment Arbitration Rules, the arbitrator shall have the sole authority to determine the enforceability of this class and collective action and arbitration waiver to the fullest extent allowable under applicable federal law.

**Nothing in this Arbitration Agreement prohibits or restricts employees from: (1) exercising rights afforded to them under the National Labor Relations Act (the “NLRA”) or filing complaints/charges with the National Labor Relations Board; or (2) filing charges of discrimination with the Equal Employment Opportunity Commission (the “EEOC”) or from participating in an investigation conducted by the EEOC.**

If for any reason any portion of this Agreement shall be held to be invalid or unenforceable, including but not limited to the class or collective action waiver, this fact shall not affect the validity or enforceability of the remaining portions of this Agreement.

If either party fails to initiate arbitration and instead initiates a court lawsuit to resolve a claim covered by this Agreement, the arbitrator may award the other party its reasonable attorneys’ fees and costs incurred in staying or dismissing the court action and compelling arbitration.

This Agreement constitutes the entire agreement between Staff Right and you regarding the arbitration of claims and supersedes all prior oral or written agreement or representation regarding the resolution of claims. This Agreement may only be modified by a writing signed by both Staff Right and you. Nothing in this Agreement alters the fact that your employment is at will. Either

you or Staff Right may terminate the employment relationship at any time for any reason, with or without prior notice.

This agreement to arbitrate is freely negotiated between you and Staff Right and is mutually entered into between the parties. **Each party fully understands and agrees that they are giving up certain rights otherwise afforded to them by civil court actions, including but not limited to the right to a jury trial.** By signing this Agreement, you acknowledge that you have had an opportunity to review the Employment Arbitration Rules and a copy of this Agreement, that you have been given a reasonable time to review and consider this Agreement and to consult with an attorney of your choosing before signing this Agreement, and that you have knowingly and voluntarily signed this Agreement.

**By signing this agreement, Employee acknowledges that Employee has read this policy and agrees with the arbitration provisions herein.**

**Staff Right, Inc.**

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

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

Its: \_\_\_\_\_

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

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

## Appendix A

### SUBSTANCE ABUSE POLICY STATEMENT

Staff Right is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any Staff Right employee illegally uses drugs on or off the job, comes to work under their influence, possesses, distributes or sells drugs in the workplace, or abuses alcohol on the job. Therefore, Staff Right has established the following policy:

1. It is a violation of Company policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs, or otherwise engage in the illegal use of drugs on or off the job.
2. It is a violation of Company policy for any employee to report to work under the influence of or while possessing in the employee's body, blood, or urine illegal drugs in any detectable amount.
3. It is a violation of Company policy for any employee to report to work under the influence of or impaired by alcohol.
4. It is a violation of Company policy for any employee to use prescription drugs illegally, i.e., to use prescription drugs that have not been legally obtained or in a manner or for a purpose other than as prescribed. (Nothing in this policy precludes the appropriate use of legally prescribed medications.)
5. Violations of this policy are subject to disciplinary action up to and including termination.
6. EMPLOYEE ASSISTANCE

The Company offers resource information on various means of employee assistance in our community, including but not limited to drug and alcohol abuse programs. Employees are encouraged to use this resource file, which is located in the reception area of the Staff Right office. In addition, we will distribute this information to employees for their confidential use.

7. GENERAL PROCEDURES

An employee reporting to work visibly impaired will be deemed unable to properly perform required duties and will not be allowed to work. If possible, the employee's supervisor will first seek the opinion of another management employee to confirm the employee's status. Next, Human Resources will consult privately with the employee to determine the cause of the observation, including whether substance abuse has occurred. If, in the opinion of Human Resources, the employee is considered impaired, the employee will be sent home or to a medical facility by taxi or other safe transportation alternative - depending on the determination of the observed impairment - and accompanied by Human Resources, a

supervisor, or another employee, if necessary. Staff Right may require the employee to submit to a drug test. Staff Right will not permit an impaired employee to drive.

#### 8. OPPORTUNITY TO CONTEST OR EXPLAIN TEST RESULTS

Employees and job applicants who have a positive confirmed test result may explain or contest the result to the Company within five (5) working days after the Company contacts the employee or job applicant and shows the employee the positive test result as it was received from the laboratory in writing.

#### 9. CONFIDENTIALITY

The confidentiality of any information received by the employer through a substance abuse testing program shall be maintained, except as otherwise provided by law.

#### 10. PRE-EMPLOYMENT DRUG TESTING

All applicants for employment with Staff Right will undergo testing for the presence of illegal drugs as a condition of employment. Any applicant with a confirmed positive test will be denied employment.

Applicants will be required to submit voluntarily to a specimen test at a laboratory chosen by this Company, and by signing a consent agreement will release this Company from liability.

If the physician, official, or lab personnel has reasonable suspicion to believe that the job-applicant has tampered with the specimen, the applicant will not be considered for employment.

This Company will not discriminate against applicants for employment because of a past history of drug abuse. It is the *current* abuse of drugs, preventing employees from performing their job properly, that this Company will not tolerate.

Individuals who have failed a pre-employment test may initiate another inquiry with the Company after a period of time not shorter than six (6) months; however, they must present themselves drug-free as demonstrated by urinalysis or other specimen test selected by this Company.

#### 11. EMPLOYEE TESTING

This Company has adopted testing practices to identify employees who use illegal drugs on or off the job or who abuse alcohol on the job. It shall be a condition of employment for all employees to submit to substance abuse testing under the following circumstances:

- A. When there is reasonable suspicion to believe that an employee is using illegal drugs or abusing alcohol. "Reasonable suspicion" is based on a belief that an employee is using or has used drugs or alcohol in violation of the employer's policy drawn from specific objective and articulable facts and reasonable

inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon, but not limited to, the following:

1. Observable phenomena while at work such as direct observation of substance abuse or of the physical symptoms or manifestations of being impaired due to substance abuse;
  2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
  3. A report of substance abuse provided by a reliable and credible source;
  4. Evidence that an individual has tampered with any substance abuse test during employment with Staff Right;
  5. Information that an employee has caused or contributed to an accident while at work; or
  6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
- B. When employees have caused or contributed to an on-the-job injury that resulted in a loss of worktime, which means any period of time during which an employee stops performing the normal duties of employment and leaves the place of employment to seek care from a licensed medical provider, where the use of alcohol or illegal drugs could have reasonably contributed to the incident or injury. The Company may also send employees for a substance abuse test if they are involved in on-the-job accidents where personal injury or damage to Company property occurs when the use of alcohol or illegal drugs could have reasonably contributed to the incident or injury.
- C. As part of a follow-up program to treatment for drug abuse when an employee has involuntarily entered a rehabilitation program because of a positive confirmed test result. The frequency of such testing shall be a minimum of at least once a year for a two year period after completion of the rehabilitation program. Advance notice of testing shall not be given to the employee.
- D. When a substance abuse test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the employer's established policy or that is scheduled routinely for all members of an employment classification or group.
- E. Random testing is conducted without individualized suspicion of a violation of the Company's substance abuse policy. Selection is made by neutral criteria so that all employees eligible for testing have an equal opportunity of being tested.

Employees with a confirmed positive test result may, at their option and expense, have a second confirmation test made on the same specimen. An employee will not be allowed to submit another specimen for testing.

If the physician, official, or lab personnel has reasonable suspicion to believe that the employee has tampered with the specimen, the employee is subject to disciplinary action up to and including termination of employment.

If an employee has confirmed positive test, the employee will not be permitted to return to work with Staff Right until the employee provides documentation that the employee has completed a substance abuse program.

## 12. ALCOHOL ABUSE

An employee who is under the influence of alcoholic beverages at any time while on Company business or at any time during the hours between the beginning and ending of the employee's work day, whether on duty or not and whether on Staff Right business or property or not, shall be guilty of misconduct and is subject to discipline up to and including termination.

An employee shall be determined to be under the influence of alcohol if the employee's normal faculties are impaired due to the consumption of alcohol, or if the employee has a blood alcohol level of 0.05 or higher.

Failure to submit to a substance abuse test also is misconduct and also shall be subject to discipline up to and including termination of employment.

It is the responsibility of the Staff Right's supervisors to counsel employees whenever they see changes in performance or behavior that suggest an employee has a substance abuse problem and advise Human Resources of such observations. Although it is not the supervisor's job to diagnose personal problems, the supervisor should advise Human Resources of concerns so that Human Resources can encourage such employees to seek help and advise them about available resources for getting help. Everyone shares responsibility for maintaining a safe work environment, and co-workers should encourage anyone who has a substance abuse problem to seek help.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive, and environment free of alcohol and illegal substances. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the illegal use of drugs and the abuse of alcohol are incompatible with employment at Staff Right.

# Employee Handbook Acknowledgement

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

The Employee Handbook describes important information about Staff Right, and I understand that I should consult Staff Right regarding any questions not answered in the handbook. I understand that the Employee Handbook is posted online on Staff Right's internet webpage, which can be accessed at [www.staffrightus.com](http://www.staffrightus.com). I also understand that I may request a copy of the handbook from any member of Staff Right's management staff.

By my signature below, I acknowledge that I have been given an opportunity to read and review the handbook and I understand its contents, including but not limited to the policies relating to equal employment opportunity, unlawful harassment, and drug and alcohol use. I understand that it is my responsibility to read and comply with the policies contained in the Employee Handbook.

Because the information, policies, and benefits described in the handbook are necessarily subject to change, I understand that the contents of the handbook may be changed at Staff Right's discretion at any time for any reason, with the exception of the at-will employment policy. Only Staff Right's Chief Executive Officer has the ability to adopt any revisions to the policies in the handbook. I understand that it is my responsibility to review and comply with any revisions to the handbook.

Furthermore, I acknowledge that I have entered into my employment relationship with Staff Right voluntarily and understand that there is no specified length of employment. I also understand that the terms of the handbook do not offer or guarantee continued employment, and that my employment is at-will: that is, either Staff Right or I may terminate the employment relationship at any time for any reason. I understand that the handbook is not intended to create, and should not be construed as creating, a contract between Staff Right and me. No contractual relationship will arise unless an express written contract is signed by Staff Right's Chief Executive Officer, who is the only representative authorized to enter into such a relationship, and me.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date