

# EMPLOYEE HANDBOOK

DELIVER THE RIGHT PEOPLE, ON TIME, THE FIRST TIME.

#### Welcome

Welcome to Your Employment Solutions! We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further Your Employment Solutions' goals.

You are joining an organization that has a reputation for outstanding leadership, innovation, and expertise. Our employees use their creativity and talent to invent new solutions, meet new demands, and offer the most effective services and products in the industry. With your active involvement, creativity, and support, Your Employment Solutions will continue to achieve its goals. We sincerely hope you will take pride in being an important part of Your Employment Solutions' success.

Please take time to review the policies contained in this handbook. If you have questions, feel free to ask your supervisor or to contact the Human Resources Department.

Last Updated: January 2022



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#### At Will

#### **Employment**

Employment at Your Employment Solutions is on an at-will basis unless otherwise stated in a written individual employment agreement signed by the President of the company.

This means that either the employee or the company may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this employee handbook is intended to or creates an employment agreement, express or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no company representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship.

Any salary figures provided to an employee in hourly, annual, or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period of time.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. Your Employment Solutions employees have the right to engage in or refrain from such activities.





#### **Equal Opportunity**

#### **A Commitment to Diversity**

#### **Equal Opportunity**

Your Employment Solutions provides equal employment opportunities to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, service in the military, or any other classification protected under state or federal law. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Your Employment Solutions expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the HR Manager. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels he or she has been subjected to any such retaliation, he or she should bring it to the attention of their supervisor or the HR Manager.

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- (1) shunning and avoiding an individual who reports harassment, discrimination or retaliation;
- (2) express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; or
- (3) denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process.

Complaints of discrimination should be filed according to the procedures described in the Harassment and Complaint Procedure.



#### Americans with Disabilities Act (ADA) and Reasonable Accommodation

The Americans with Disabilities Act (ADA) became law in 1990. The ADA is a civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including employment. The purpose of the law is to make sure that people with disabilities have the same rights and opportunities as everyone else and have the right to be free from disability-based discrimination and retaliation.

To ensure equal employment opportunities to qualified individuals with a disability, Your Employment Solutions will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the business would result. The Company will not allow any form of retaliation against an employee for requesting a reasonable accommodation and/or because they have a disability.

Employees who may require a reasonable accommodation may submit their request either orally or in writing to their supervisor, hiring manager, human resources officials, contractor representatives and/or the EEO Officer or ADA Coordinator, Alison Evans.

Employees may, but are not required, to seek assistance from the ADA Coordinator when requesting a reasonable accommodation, when reporting denials of reasonable accommodation, and when reporting discrimination on the basis of disability.

#### **Commitment to Diversity**

Your Employment Solutions is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in company policy and the way we do business at Your Employment Solutions and is an important principle of sound business management.

#### **Harassment and Complaint Procedure**

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law, is prohibited.

It is Your Employment Solutions' policy to provide a work environment free of sexual and other harassment. To that end, harassment of Your Employment Solutions' employees by management, supervisors, coworkers, or nonemployees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. Your Employment Solutions will take all steps necessary to prevent and eliminate unlawful harassment.

This grievance procedure is also established to meet the requirements of the ADA. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by Your Employment Solutions.

Employees who may require a reasonable accommodation may submit their request either orally or in writing to their supervisor, hiring manager, contractor representatives and/or the company's human resources officials.

If the response by any of the above listed representatives does not satisfactorily resolve this issue, the complainant may appeal the decision within 15 calendar days after receipt of the response to the designated EEO Officer, Alison Evans.

Physical Address: 880 West Center Street, North Salt Lake, Utah 84054

(801) 298-9377 <u>askHR@youremploymentsolutions.com</u> <u>alison@youremploymentsolutions.com</u>

**Definition of Unlawful Harassment.** "Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law.

**Definition of Sexual Harassment.** While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of sexual harassment complaint is unlawful and will not be tolerated at Your Employment Solutions.

**Complaint Procedure.** Any employee who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested and encouraged to make a complaint. You may complain directly to your immediate supervisor or department manager, the HR director, or any other member of management with whom you feel comfortable bringing such a complaint. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above. Such complaints may be made orally or in writing.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

All complaints will be investigated promptly and, to the extent possible, with regard for confidentiality.

If the investigation confirms conduct contrary to this policy has occurred, Your Employment Solutions will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

Your Employment Solutions Human Resources Department may be reached at:

Physical Address: 880 West Center Street, North Salt Lake, Utah 84054

Phone (801) 298-9377 Fax (801) 298-9498 Email askHR@youremploymentsolutions.com

**Complaint Procedures** 



#### **Conflicts of Interest and Confidentiality**

#### **Conflicts of Interest**

Your Employment Solutions expects all employees to conduct themselves and company business in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests.

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. Your Employment Solutions recognizes and respects the individual employee's right to engage in activities outside of employment which are private in nature and do not in any way conflict with or reflect poorly on the company.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, the employee should discuss this with a manager for advice and guidance on how to proceed. The list below suggests some of the types of activity that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

- 1. Simultaneous employment by another firm that is a competitor of or supplier to Your Employment Solutions.
- 2. Carrying on company business with a firm in which the employee, or a close relative of the employee, has a substantial ownership or interest.
- 3. Holding a substantial interest in, or participating in the management of, a firm to which the company makes sales or from which it makes purchases.
- 4. Borrowing money from customers or firms, other than recognized loan institutions, from which our company buys services, materials, equipment, or supplies.
- 5. Accepting substantial gifts or excessive entertainment from an outside organization or agency.
- 6. Speculating or dealing in materials, equipment, supplies, services, or property purchased by the company.
- 7. Participating in civic or professional organization activities in a manner that divulges confidential company information.
- 8. Misusing privileged information or revealing confidential data to outsiders.
- 9. Using one's position in the company or knowledge of its affairs for personal gains.
- 10. Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of company business.







#### **Confidential Information**

The protection of confidential business information and trade secrets is vital to the interests and success of Your Employment Solutions. Confidential information is any and all information disclosed to or known by you because of employment with the company that is not generally known to people outside the company about its business.

An employee who improperly uses or discloses trade secrets or confidential business information will be subject to disciplinary action up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information.

All inquiries from the media must be referred to the Human Resource Manager.

This provision is not intended to, and should not be interpreted to, prohibit employees from discussing wages and other terms and conditions of employment if they so choose.

Confidentiality





# **Employment** Relationship

#### **Employment Classification**

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, Your Employment Solutions classifies its employees as shown below. Your Employment Solutions may review or change employee classifications at any time.

**Exempt.** Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay.

**Nonexempt.** Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

**Regular, Full-Time.** Employees who are employed internally and are not in a temporary status and work a minimum of 32 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the internal staff full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

**Regular, Part-Time.** Employees who are employed internally and are not in a temporary status and who are regularly scheduled to work fewer than 32 hours weekly and who maintain continuous employment status. Part-time employees may be eligible for some of the benefits offered by the company and are subject to the terms, conditions, and limitations of each benefits program.

**Temporary, Full-Time.** Employees who are hired as temporary, seasonal, contingent, or interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are assigned to a client company to work the client company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

**Temporary, Part-Time.** Employees who are hired as temporary, seasonal, contingent, or interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are assigned to a client company to work fewer than 30 hours weekly for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

#### Work Week and Hours of Work

The standard workweek for Regular, Full-Time and Part-Time employees is from Sunday at 12:00 a.m. until Saturday at 11:59 p.m. and generally consists of 40 work hours. Office hours are 8:30 a.m. to 5:00 p.m., with a 30-minute lunch break. Individual work schedules may vary depending on the needs of each department and on-site location hours.

The standard workweek for Temporary, Full-Time and Part-Time employees varies per assignment. Individual work schedules may vary depending on the needs of the client company.

Work schedules may change at the discretion of the business based upon business needs.

#### **Meal and Rest Breaks**

Regular, Full-Time Employees are entitled to a 60-minute unpaid meal break each day. If a nonexempt employee is required to work through a meal break, he or she will be paid for the 60-minute period. Meal and rest breaks will be scheduled by the department supervisor or manager. Temporary, Full-Time or Part-Time Employees are subject to the meal and rest breaks scheduled by the client to which they are assigned.

#### **Time Records**

All Regular, Full-Time and Part-Time nonexempt employees are required to complete accurate weekly time reports showing all time actually worked. These records are required by governmental regulations and are used to calculate regular and overtime pay. At the end of each week, the employee and his or her supervisor must review and approve the time sheet attesting to its correctness before forwarding it to the Human Resources department.

#### **Overtime**

When required due to the needs of the business, you may be asked to work overtime. Overtime is actual hours worked in excess of 40 in a single workweek. Nonexempt employees will be paid overtime compensation at the rate of one and one half their regular rate of pay for all hours over 40 actually worked in a single workweek. Paid leave, such as holiday, PTO, bereavement time, and jury duty does not apply toward work time. All overtime work must be approved in advance by a supervisor or manager.







#### **Deductions from Pay/Safe Harbor Exempt Employees**

The Company does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position.

**Permitted deductions.** The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes;
- Deductions for employee benefits when authorized by the employee;
- Absence from work for one or more full days for personal reasons other than sickness or disability;
- Absence from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- Offset for amounts received as witness or jury fees, or for military pay; or
- Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

During the week an exempt employee begins work for the company or during the last week of employment, the employee will only be paid for actual hours worked. In addition, an employee may be paid only for hours worked during a period when the employee is using unpaid leave under the Family and Medical Leave Act (FMLA).

**Improper deductions.** If an employee classified as exempt believes that an improper deduction has been taken from his or her pay, the employee should immediately report the deduction to the Human Resources Department. The report will be promptly investigated and if it is found that an improper deduction has been made, the company will reimburse the employee for the improper deduction.

#### **Paychecks**

Your Employment Solutions' pay period for all Regular, Full-Time and Part-Time employees is semi-monthly on the 5<sup>th</sup> and 20<sup>th</sup> of each month. If pay day falls on a federal holiday or weekend, employees will receive their paycheck on the preceding workday. Paychecks are directly deposited into your checking and/or savings accounts, or payroll cash card if elected.

Your Employment Solutions' pay period for all Temporary, Full-Time and Part-Time employees varies per assignment. Each temporary assignment's pay period varies, but is consistent



throughout the duration of the assignment unless a one-time pay period change occurs and is communicated to all employees on the assignment.

#### **Employment of Relatives and Domestic Partners**

Relatives and domestic partners may be hired by the company as Regular, Full-Time or Part-Time if (1) the persons concerned will not work in a direct supervisory relationship, and (2) the employment will not pose difficulties for supervision, security, safety, or morale. For the purposes of this policy, "relatives" are defined as spouses, children, siblings, parents, or grandparents. A "domestic partnership" is generally defined as a committed relationship between two individuals who are sharing a home or living arrangements.

Current Regular, Full-Time or Part-Time employees who marry each other or become involved in a domestic partnership will be permitted to continue employment with the company provided they don't work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. If employees who marry or live together do work in a direct supervisory relationship with each other, the company will attempt to reassign one of the employees to another position for which he or she is qualified if such a position is available. If no such position is available, the employees will be permitted to determine which one of them will resign from the company.

#### **Separation from Employment**

In all cases of voluntary resignation (one initiated by the employee), Regular, Full-Time or Part-Time employees are asked to provide a written notice to their supervisors at least 10 working days in advance of the last day of work. The 10 days must be actual working days. Holidays and paid time off (PTO) will not be counted toward the 10-day notice. Paid time off (PTO) is not paid out after notice of resignation is given. Employees who provide the requested amount of notice will be considered to have resigned in good standing and generally will be eligible for rehire.

Temporary, Full-Time or Part-Time employees are asked to provide 3 business days' notice for a voluntary resignation and are asked to contact Your Employment Solutions within 3 business days if their job assignment ends in order to inform the agency of the separation and to discuss other work opportunities available at that time.

In most cases, Human Resources will conduct an exit meeting on or before the last day of employment to collect all company property, and to discuss final pay. If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be sent to the employee's home address.

Should it become necessary because of business conditions to reduce the number of employees or work hours, this will be done at the discretion of the company.

Employees who are involuntarily terminated or laid-off without other comparable work available to them will have their final paycheck available to them, or direct deposit initiated, within 24 hours per Utah law.

Employment Relationship
Continued..





#### **Drug-Free and Alcohol-Free Workplace**

It is the policy of Your Employment Solutions to maintain a drug- and alcohol-free work environment that is safe and productive for employees and others having business with the company.

The unlawful use, possession, purchase, sale, distribution, or being under the influence of any illegal drug and/or the misuse of legal drugs while on company or client premises or while performing services for the company is strictly prohibited. Your Employment Solutions also prohibits reporting to work or performing services under the influence of alcohol or consuming alcohol while on duty or during work hours. In addition, Your Employment Solutions prohibits off-premises abuse of alcohol and controlled substances, as well as the possession, use, or sale of illegal drugs, when these activities adversely affect job performance, job safety, or the Company's reputation in the community.

To ensure compliance with this policy, substance abuse screening may be conducted in the following situations

**Pre-employment:** As required by the company for all prospective employees who receive a conditional offer of employment.

**For Cause:** Upon reasonable suspicion that the employee has possession of or is under the influence of alcohol or drugs that could affect or has adversely affected the employee's job performance.

Random: As authorized or required by federal or state law.

Compliance with this policy is a condition of employment. Employees who test positive or who refuse to submit to substance abuse screening will be subject to termination. Notwithstanding any provision herein, this policy will be enforced at all times in accordance with applicable state and local law.

Any employee violating this policy is subject to discipline, up to and including termination, for the first offense.

#### **Smoke-Free Workplace**

Smoking is not allowed in company buildings or work areas at any time. "Smoking" includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and ecigarettes.

Smoking is only permitted during break times at 25 feet away from building entrances or in designated smoking areas, if available. Employees using these areas are expected to dispose of any smoking debris safely and properly.

#### **Workplace Violence Prevention**

Your Employment Solutions is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at company-sponsored functions.

All Your Employment Solutions employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, or the Human Resources Department. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the company, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken.

Your Employment Solutions prohibits the possession of weapons on its property at all times. Additionally, while on duty, employees may not carry a weapon of any type. Weapons include, but are not limited to, handguns, rifles, automatic weapons, and knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages, cut string, and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

The company reserves the right to inspect all belongings of employees on its premises, including packages, briefcases, purses and handbags, gym bags. In addition, Your Employment Solutions may inspect the contents of lockers, storage areas, file cabinets, desks, and work stations at any time and may remove all Company property and other items that are in violation of Company rules and policies.







#### Workplace Emergencies

#### **Commitment to Safety**

Protecting the safety of our employees and visitors is the most important aspect of running our business.

All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all.

In the event of an emergency, notify the appropriate emergency personnel by dialing 911 to activate the medical emergency services.

#### **Emergency Closings**

Your Employment Solutions will always make every attempt to be open for business. In situations in which some employees are concerned about their safety, management may advise supervisors to notify their departments that the office is not officially closed, but anyone may choose to leave the office if he or she feels uncomfortable.

If the office is officially closed during the course of the day to permit employees to leave early, nonexempt employees who are working on-site as of the time of the closing will be paid for a full day. If you leave earlier than the official closing time, you will be paid only for actual hours worked, or you can take PTO time. Exempt employees will be paid for a normal full day but are expected to complete their work at another time.













#### Attendance

All employees are expected to arrive on time, ready to work, every day they are scheduled to work.

If unable to arrive at work on time, or if an employee will be absent for an entire day, the employee must contact the supervisor as soon as possible, but no later than 30 minutes prior to the start of his/her shift. Excessive absenteeism or tardiness will result in discipline up to and including termination. Failure to show up or call in for a scheduled shift without prior approval may result in termination. If an employee fails to report to work or call in to inform the supervisor of the absence for 2 consecutive days or more, the employee will be considered to have voluntarily resigned employment.

#### **Job Performance**

Communication between employees and supervisors or managers is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.

Generally, formal performance reviews are conducted annually. These reviews include a discussion between the employee and the supervisor about job performance and expectations for the coming year.

#### **Outside Employment**

Employees are permitted to work a second job as long as it does not interfere with their job performance with Your Employment Solutions. Employees with a second job are expected to work their assigned schedules. A second job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours.

If outside work activity causes or contributes to job-related problems, it must be discontinued, or the employee may be subject to disciplinary action, up to and including termination.

#### **Dress and Grooming**

Your Employment Solutions provides a casual yet professional work environment for its employees. Even though the dress code is casual, it is important to project a professional image to our customers, visitors, and coworkers. All employees are expected to dress in a manner consistent with good hygiene, safety, and good taste. Please use common sense.

Any questions or complaints regarding the appropriateness of attire should be directed to the Human Resources department. Decisions regarding attire will be made by the Human Resources department and not by individual departments or managers.

#### **Social Media Acceptable Use**

Your Employment Solutions encourages employees to share information with co-workers and with those outside the Company for the purposes of gathering information, generating new ideas, and learning from the work of others. Social media provide inexpensive, informal, and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public and, therefore, the Company has established the following guidelines for employee participation in social media.

**Note:** As used in this policy, "social media" refers to blogs, forums, and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, Instagram, and SnapChat, among others.

**Off-duty use of social media.** Employees may maintain personal websites or weblogs on their own time using their own facilities. Employees must ensure that social media activity does not interfere with their work. In general, the Company considers social media activities to be personal endeavors, and employees may use them to express their thoughts or promote their ideas.

**On-duty use of social media.** Employees may engage in social media activity during work time provided it is directly related to their work, approved by their manager, and does not identify or reference Company clients, customers, or vendors without express permission. The Company monitors employee use of Company computers and the Internet, including employee communications and social networking activity.

**Respect.** Demonstrate respect for the dignity of the Company, its owners, its customers, its vendors, and its employees. A social media site is a public place, and employees should avoid inappropriate comments. For example, employees should not divulge Your Employment Solutions' confidential information such as trade secrets, client lists, employee information, or information restricted from disclosure by law on social media sites. Similarly, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Even if a message is posted anonymously, it may be possible to trace it back to the sender.

**Post disclaimers.** If an employee identifies himself or herself as a Company employee or discusses matters related to the Company on a social media site, the site must include a disclaimer on the front page stating that it does not express the views of the Company and that

the employee is expressing only his or her personal views. For example: "The views expressed on this website/Weblog are mine alone and do not necessarily reflect the views of my employer." Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related to the Company or the Company's business. Employees must keep in mind that if they post information on a social media site that is in violation of Company policy and/or federal, state, or local law, the disclaimer will not shield them from disciplinary action.

**Competition.** Employees should not use a social media to criticize the Company's competition and should not use it to compete with the Company.

**Confidentiality.** Do not identify or reference Company clients, customers, or vendors without express permission. Employees may write about their jobs in general but may not disclose any confidential or proprietary information. For examples of confidential information, please refer to the confidentiality policy. When in doubt, ask before publishing.

**New ideas.** Please remember that new ideas related to work or the Company's business belong to the Company. Do not post them on a social media site without the Company's permission.

**Links.** Employees may provide a link from a social media site to the Company's website during employment (subject to discontinuance at the Company's sole discretion). Employees should contact the Marketing team to obtain the graphic for links to the Company's site and to register the site with the Company.

**Trademarks and copyrights.** Do not use the Company's or others' trademarks on a social media site, or reproduce the Company's or others' material without first obtaining permission.

**Legal.** Employees are expected to comply with all applicable laws, including but not limited to, Federal Trade Commission (FTC) guidelines, copyright, trademark, and harassment laws.

*Note:* Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the National Labor Relations Act to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits.

#### **Bulletin Boards**

All required governmental postings are posted on the boards located in the break room and/or applicant room. These boards may also contain general announcements. Any personal items posted on a bulletin board must be approved by Human Resources.

## Workplace Guidelines Continued..







#### Computers, Internet, Email, and Other Resources

The company provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, voice mail, fax, scanner, Internet, intranet, e-mail, text messaging, or any other company-provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner.

Employees should not have any expectation of privacy in their use of company computer, phone, or other communication tools. All communications made using company-provided equipment or services including email and internet activity, are subject to inspection by the company. Employees should keep in mind that even if they delete an email, voicemail or other communication, a copy may be archived on the company's systems.

Employee use of company-provided communication systems, including personal e-mail and internet use, that are not job-related have the potential to drain, rather than enhance, productivity and system performance. You should also be aware that information transmitted through e-email and the internet is not completely secure or may contain viruses or malware, and information you transmit and receive could damage the company's systems as well as the reputation and/or competitiveness of the company. To protect against possible problems, delete any e-mail messages prior to opening that are received from unknown senders and advertisers. It also is against company policy to turn off antivirus protection software or make unauthorized changes to system configurations installed on company computers. Violations of this policy may result in termination for a first offense.

The company encourages employees to use e-mail only to communicate with fellow employees, suppliers, customers, or potential customers regarding company business. Internal and external e-mails are considered business records and may be subject to federal and state recordkeeping requirements as well as to discovery in the event of litigation. Be aware of this possibility when sending e-mails within and outside the company.

All use of company-provided communications systems, including e-mail and internet use, should conform to our company guidelines/policies, including but not limited to the Equal Opportunity, Harassment, Confidential Information, and Conflicts of Interest. So for example, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Similarly, employees should not divulge confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites.





Because e-mail, telephone and voice mail, and internet communication equipment are provided for company business purposes and are critical to the company's success, your communications may be accessed without further notice by Information Technology department administrators and company management to ensure compliance with this guideline.

The electronic communication systems are not secure and may allow inadvertent disclosure, accidental transmission to third parties, etc. Sensitive information should not be sent via unsecured electronic means.

Office telephones are for business purposes. While the company recognizes that some personal calls are necessary, these should be kept as brief as possible and to a minimum. Personal use of the company's cell phones, long-distance account, or toll-free numbers is strictly prohibited. Abuse of these privileges is subject to corrective action up to and including termination.

The company reserves the right to monitor customer calls to ensure employees abide by company quality guidelines and provide appropriate levels of customer service. Employees working in sales and customer service will be subject to telephone monitoring and e-mail. [move to above] Should the subject matter of any telephone conversation become personal while monitoring is taking place, monitoring of the call will immediately be discontinued.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment as protected under the National Labor Relations Act. Employees have the right to engage in or refrain from such activities.

# Workplace Guidelines Continued..







# **W**

# Time Off & Leaves of Absence

#### **Holidays**

The company observes the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas

Any additional holidays will be designated by the company at the start of each calendar year. These are the dates that the company offices will be closed to observe the holiday.

If one of these holidays falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, the company will select either the following Monday or the preceding Friday as a substitute holiday.

A holiday shall not be considered as hours worked for the purpose of computing overtime.

**Religious observances.** Employees who need time off to observe religious practices or holidays not already scheduled by the company should speak with their supervisor. Depending upon business needs, the employee may be able to work on a day that is normally observed as a holiday and then take time off for another religious day. Employees may also be able to switch a scheduled day with another employee, or take vacation time, or take off unpaid days. The company will seek to reasonably accommodate individuals' religious observances.

#### **Family and Medical Leave**

Your Employment Solutions complies with the federal Family and Medical Leave Act (FMLA), which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons. The company also abides by any state and local leave laws. The more generous of the laws will apply to the employee if the employee is eligible under both federal and state laws.

Please note there are many requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Contact the Human Resources department to discuss options for leave.

The FMLA requires private employers with 50 or more employees within a 75-mile radius of the worksite and all public agencies, including state, local, and federal employers, and local education agencies (schools), to provide eligible employees up to 12 weeks of unpaid, job-protected leave in any 12-month period for certain family and medical reasons. The 12-month period is a rolling period measured backward from the date an employee uses any FMLA leave, except for leaves to care for a covered servicemember with a serious illness or injury. For those leaves, the leave entitlement is 26 weeks in a single 12-month period, measured forward from the date an employee first takes that type of leave.

Basic Leave Entitlement. The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons: (1) for incapacity due to pregnancy, prenatal medical care, or child birth; (2) to bond with the employee's child after birth or placement for adoption or foster care; (3) to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or (4) for a serious health condition that makes the employee unable to work.

Military Family Leave Entitlements. Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from (1) short notice of deployment (limited to up to seven days of leave); (2) attending certain military events and related activity; (3) arranging childcare and school activities; (4) addressing certain financial and legal arrangements; (5) attending certain counseling sessions; (6) spending time with covered military family members on short-term temporary rest and recuperation leave (limited to up to five days of leave); (7) attending post-deployment reintegration briefings; (8) arranging care for or providing care to a parent who is incapable of self-care; and (9) any additional activities agreed upon by the employer and employee that arise out of the military member's active duty or call to active duty.

The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties and for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

This definition includes any similar condition that occurs up to 5 years from the time of the military servicemember's discharge.

Benefits and Protections During FMLA Leave. During FMLA leave, the Company will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work provided the employee pays his/her portion of the insurance premium. Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, an employee on FMLA leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

Certain highly compensated key employees also may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the Company's operations. A "key" employee is an eligible salaried employee who is among the highest paid ten percent of the Company's employees within 75 miles of the worksite. Employees will be notified of their status as a key employee, when applicable, after they request FMLA leave.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

**Employee Eligibility.** The FMLA defines eligible employees as employees who: (1) have worked for the Company for at least 12 months; (2) have worked for the Company for at least 1,250 hours in the previous 12 months; and (3) work at or report to a worksite which has 50 or more employees or is within 75 miles of Company worksites that taken together have a total of 50 or more employees.

**Definition of 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, work, or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Use of Leave.** An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced work schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies also may be taken on an intermittent or reduced work schedule basis.







Substitution of Paid Leave for Unpaid Leave. Employees may choose or employers may require the use of accrued paid leave while taking FMLA leave. Accordingly, the Company requires employees to use any accrued Paid Time Off (PTO) during an unpaid FMLA leave taken because of the employee's own serious health condition or the serious health condition of a family member or to care for a seriously ill or injured family member in the military. In addition, the employee must use any accrued Paid Time Off (PTO) during FMLA leave taken to care for a newborn or newly placed child or for a qualifying exigency arising out of a family member's active duty or call to active duty status in support of a contingency operation. In order to use paid leave for FMLA leave, employees must comply with the Company's normal paid leave procedures found in its PTO and Leave policies.

**Employee Responsibilities.** Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures. The Company may delay leave to employees who do not provide proper advance notice of the foreseeable need for leave, absent unusual circumstances preventing the notice.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also are required to provide a certification and periodic recertification supporting the need for leave. The Company also may require a second, and if necessary, a third opinion (at the Company's expense) and, when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. The Company also may delay or deny approval of leave for lack of proper medical certification.

**Company Responsibilities.** The Company will inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If employees are not eligible, the Company will provide a reason for the ineligibility.

The Company will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's FMLA leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the employee.

**Other Provisions.** Under an exception to the Fair Labor Standards Act (FLSA) in the FMLA regulations, hourly amounts may be deducted for unpaid leave from the salary of executive, administrative, and professional employees; outside sales representatives; certain highly-skilled computer professionals; and certain highly compensated employees who are exempt from the

minimum wage and overtime requirements of the FLSA, without affecting the employee's exempt status. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of FMLA leave.

Employees may not perform work for self-employment or for any other employer during an approved leave of absence, except when the leave is for military or public service or when the Company has approved the employment under its Outside Employment policy and the employee's reason for FMLA leave does not preclude the outside employment.

**Unlawful Acts by Employers.** The FMLA makes it unlawful for any employer (1) to interfere with, restrain, or deny the exercise of any right provided under the FMLA; or (2) to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

**Enforcement.** An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

#### **Military Leave**

**Your Employment Solutions** supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify the Human Resources department and his or her supervisor, who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the supervisor as soon as possible.

Upon return from military leave, employees will be granted the same seniority, pay, and benefits as if they had worked continuously. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

All employees who enter military service may accumulate a total absence of 5 years and still retain employment rights.

### Leaves of Absence Continued..





# Jury Duty & Time Off for Voting

#### Jury Duty/Court Appearance

The company supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor as soon as possible after receiving the notice to allow advance planning for an employee's absence.

Nonexempt regular full time and regular part time employees will be paid for up to 2 weeks of jury duty service at their regular rate of pay minus any compensation received from the court for the period of service. Exempt employees are subject to the same 2-week limitation except that they will also receive pay for any days they serve as a juror or witness in a workweek in which they actually perform work. All employees may use any accrued time off if required to serve more than 2 weeks on a jury.

If an employee is released from jury duty after 4 hours or less of service, he or she must report to work for the remainder of that work day.

Time for appearance in court for personal business will be the individual employee's responsibility. Normally, personal days or vacation days will be used for this purpose.

#### **Time Off for Voting**

**Your Employment Solutions** recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, you will have sufficient time outside working hours to vote. If for any reason you think this won't be the case, contact your supervisor to discuss scheduling accommodations.





#### **Employee Benefits**

Your Employment Solutions recognizes the value of benefits to employees and their families. The company supports employees by offering a comprehensive and competitive benefits program. For more information regarding benefit programs, please refer to the company Summary Plan Descriptions (SPD), which are found on the company intranet, or contact the Human Resources department. To the extent of the information provided here conflicts with the SPD or full plan document, the full plan document will control.

#### Medical, Dental, and Vision Insurance

Regular, Full-time employees working 30 hours or more per week are eligible for insurance on the first of the month following 60 days of service.

Temporary, Full-Time employees are eligible for insurance on the first of the month following 60 days of service that begins after they are determined to be a Non-Variable Hour employee after a 90-day Look-Back period.

To keep coverage in force, every insured employee must work a minimum of 30 hours per week.

#### 401(k) Plan

**Your Employment Solutions** recognizes the importance of saving for retirement and offers eligible employees a 401(k) plan.

Eligibility, vesting, and all other matters relating to these plans are explained in the SPD that can be obtained from Human Resources.





# Workers' Compensation

#### **Workers' Compensation**

Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill as a direct result of the working conditions.

**Your Employment Solutions** pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job.

The company abides by all applicable state workers' compensation laws and regulations.

If an employee sustains a job-related injury or illness, it is important to notify the supervisor and Human Resources immediately. The supervisor will complete an injury report with input from the employee and return the form to the Human Resources department. Human Resources will file the claim with the insurance company. In cases of true medical emergencies, report to the nearest emergency room.

The Company tries to offer modified duty to work-related injured employees who are given work restriction(s). It is your responsibility to provide your hospital/clinic visit notes to your manager or Human Resources within 24 hours of each medical visit.

Workers' compensation benefits (paid or unpaid) will run concurrently with FMLA leave, if applicable, where permitted by state and federal law. In addition, employees will not be paid vacation or sick leave for approved absences covered by the company's workers' compensation program, except to supplement the workers' compensation benefits such as when the plan only covers a portion of the employee's salary as allowed by state law.



#### EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND RECEIPT

I hereby acknowledge receipt of the employee handbook of **Your Employment Solutions.** I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

I understand that the handbook and all other written and oral materials provided to me are intended for informational purposes only. Neither it, company practices, nor other communications create an employment contract or term. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal, and change by management at any time without notice.

I further understand that I am an at-will employee and that neither this document nor any other communication shall bind the company to employ me now or hereafter and that my employment may be terminated by me or the company without reason at any time. I understand that no representative of the company has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment, or make any agreement contrary to the foregoing.

I also understand and agree that this agreement may not be modified orally and that only the president of the company may make a commitment for employment. I also understand that if such an agreement is made, it must be in writing and signed by the president of the company.

Employee's Name in Print	
Signature of Employee	
Date Signed by Employee	_

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

#### **Receipt of Harassment Policy**

I have read and I understand the Company's Harassment Policy.	
Employee's Name in Print	
Signature of Employee	
Date Signed by Employee	

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE