



# Field Employee Handbook

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## **WELCOME TO OUTSOURCE, LLC**

On behalf of your colleagues, I welcome and wish you every success here. We believe that each Field Employee contributes directly to Outsource, LLC's growth and success, and we hope you will take pride in being a member of our team. This Field Employee Handbook was developed to describe some of the expectations of our Field Employee and to outline the policies, procedures and benefits available to eligible Field Employee. Field Employee should familiarize themselves with the contents of the Handbook as soon as possible, for it will answer many questions about employment with Outsource, LLC (hereinafter referred to as the "Company").

As a Field Employee of our Company, you are an important member of a team effort. We hope that you will find your position with the Company rewarding, challenging, and productive.

Because our success depends upon the dedication of our Field Employee, we are highly selective in choosing new members of our team. We look to you and the other Field Employee to contribute to the success of the Company.

Throughout this manual, we ask you to consult with Human Resources before proceeding on certain personnel or employment-related matters. There are several reasons for this. It enables Human Resources to help you with difficult personnel issues. Additionally, many practices that seem perfectly reasonable to you may, under certain circumstances, lead to legal issues. Additionally, Human Resources professionals can offer professional support and assistance to help resolve your issues and concerns.

It is our hope that you enjoy your experience working for us and realize that you make a difference.

Thank you for joining our team.

Sincerely,

**John Lowell**  
**CEO**

## At-Will Employment Status

We sincerely hope that your employment here will be a positive and rewarding experience. However, we cannot make any guarantees about your continued employment. Employment with our Company is “at-will.” This means that you are free to terminate your employment at any time, for any reason, just as we are free to terminate your employment at any time, for any reason, with or without notice, with or without cause. The implementation of disciplinary protocol or warnings does not change the at-will status of any Field Employee. In addition, the Company may alter your responsibilities, compensation, or hours, or transfer, resign, promote, demote, suspend, or otherwise change the terms and conditions of your employment (other than the at-will relationship).

The at-will relationship may not be altered by any person, statement or conduct, whether communicated or implied, other than by written agreement that specifically alters the at-will status. This statement must be signed by the President. This is an integrated statement of the at-will employment relationship.

You must understand and accept this at-will relationship as an essential part of your employment with our Company. If you have any questions regarding this policy or your employment with our Company, please feel free to speak to our Human Resources Department.

## Equal Employment Opportunity

It is the policy of the Company to provide equal employment opportunities to all qualified individuals and to administer all aspects and conditions of employment without regard to the following:

- Race
- Color
- Ancestry
- Age
- Sex
- Sexual orientation
- Gender
- Gender identity and gender expression
- Religion, including dress and grooming practices
- National origin, including language use restrictions
- Pregnancy, childbirth, or breastfeeding
- Marital status
- Genetic information, including family medical history
- Physical or mental disability
- Medical condition, including cancer and AIDS/HIV
- Military or veteran status
- Citizenship and/or immigration status
- Credit report or credit information
- Prior non-conviction arrest record
- Political activities or affiliations
- Child or spousal support withholding
- Domestic violence, assault, or stalking victim status
- Denial of family or medical care leave
- Lawful conduct occurring during nonworking hours away from the employer’s premises
- Any other protected class, in accordance with applicable federal, state, and local laws

Discriminatory, harassing, or retaliatory behavior is prohibited from coworkers, Recruiters, managers, owners, and third parties, including clientele. The Company takes allegations of discrimination, harassment and retaliation very seriously and will promptly conduct an investigation when warranted.

Equal employment opportunity includes, but is not limited to, employment, training, promotion, demotion, transfer, leaves of absence, and termination.

## **Right to Revise**

This Field Employee handbook contains the employment policies and practices of the Company in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

The Company reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment.

Any written changes to this handbook will be distributed to all Field Employee so that Field Employee will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook. You are required to familiarize yourself with the changes or new or modified policies and to abide by all policies and procedures, as revised or amended.

Nothing in this Field Employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any Field Employee.

## **Sexual and Other Unlawful Harassment**

Sexual harassment and unlawful harassment are prohibited behavior and against Company policy. The Company is committed to providing a work environment free of inappropriate and disrespectful behavior, intimidation, and other conduct directed at an individual because of their sex, including conduct that may be defined as sexual harassment.

Applicable federal and state law defines sexual harassment as unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; or (2) submission to or rejection of the conduct is used as a basis for employment decisions affecting the individual; or (3) the conduct has the purpose or effect of unreasonably interfering with the Field Employee's work performance or creating an intimidating, hostile, or offensive working environment. The following list contains examples of prohibited conduct. They include, but are not limited to:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;
- Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about any Field Employee's body or dress;

- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, or suggestive or obscene letters, notes, or invitations;
- Physical conduct such as touching, assault, or impeding and/or blocking movements;
- Retaliation for reporting harassment or threatening to report harassment.

Sexual harassment on the job is unlawful whether it involves coworker harassment, harassment by a manager, or harassment by persons doing business with or for the Company, such as clients, customers, or vendors.

### **Other Types of Harassment**

Prohibited harassment on the basis of race, color, ancestry, age, sex, sexual orientation, gender, gender identity or expression, religion, national origin, pregnancy, marital status, physical or mental disability, medical condition, military or veteran status, genetic information, or any other basis protected under local, state, or federal law, including all those listed in this policy under "Equal Employment," includes behavior similar to sexual harassment, such as:

- Verbal conduct such as threats, epithets, derogatory comments, or slurs;
- Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;
- Physical conduct such as assault, unwanted touching, or blocking normal movement;
- Retaliation for reporting harassment or threatening to report harassment.

### **Retaliation**

It is against Company policy and unlawful to retaliate in any way against anyone who has lodged a harassment complaint, has expressed a concern about harassment, including sexual harassment, or has cooperated in a harassment investigation. Therefore, the initiation of a complaint, in good faith, will not under any circumstances be grounds for disciplinary action.

### **Enforcement**

All managers and Recruiters are responsible for:

- Implementing the Company policy on harassment, which includes, but is not limited to, sexual harassment and retaliation;
- Ensuring that all Field Employee they supervise have knowledge of and understand the Company policy;
- Reporting any complaints of misconduct to the designated Company representative so they may be investigated and resolved internally – that representative is the Human Resources Director;
- Taking and/or assisting in prompt and appropriate corrective action, when necessary, to ensure compliance with the policy; and;
- Conducting themselves in a manner consistent with the policy.

### **Harassment Complaint Procedure**

The Company's complaint procedure provides for an immediate, thorough and objective investigation of any claim of unlawful or prohibited harassment, appropriate disciplinary action against one found to have engaged in prohibited harassment, and appropriate remedies for any victim of harassment. A claim of harassment may exist even if the Field Employee has not lost a job or some economic benefit.

Anyone who has been subjected to the conduct prohibited under this policy, or who has knowledge of such conduct, should report this information following the normal Complaint Procedure as soon as possible. However, Field Employee are not required to report any prohibited conduct to a Recruiter who may be hostile, who has engaged in such conduct, who is a close friend of the person who has engaged in the conduct in question, or with whom the Field Employee is uncomfortable discussing such matters. Complaints regarding harassment or retaliation may be oral or in writing. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline, up to and including

termination.

All reported incidents of prohibited harassment will be promptly investigated. When the investigation is complete, a determination regarding the reported complaint will be made and communicated to the Field Employee who complained and to the accused harasser. During the investigation, confidentiality will be preserved to the fullest extent possible without compromising the Company's ability to conduct a good faith and thorough investigation.

If the Company determines that prohibited harassment has occurred, the Company will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of prohibited harassment is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

The Company recognizes that actions that were not intended to be offensive may be taken as such. A Field Employee who believes that they have been subjected to sexual harassment by anyone is encouraged, but not required, to promptly tell the person that the conduct is unwelcome and ask the person to immediately stop the conduct. A person who receives such a request must summarily comply with it and must not retaliate against the Field Employee for rejecting the conduct. The Company encourages, but does not require, individuals to take this step before utilizing the above Complaint Procedure.

### **Abusive Conduct**

Abusive conduct means malicious conduct of an employer or Field Employee in the workplace that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act will generally not constitute abusive conduct, unless especially severe and egregious.

The Company considers abusive conduct in the workplace unacceptable and will not tolerate it under any circumstances. Field Employee should report any abusive conduct to a Recruiter or manager with whom Field Employee are comfortable speaking. Recruiters and managers are to assume the responsibility to ensure Field Employee are not subjected to abusive conduct. All complaints will be treated seriously and investigated promptly. During the investigation process the Company will attempt to maintain confidentiality to the fullest extent possible.

It is a violation of Company policy to retaliate or otherwise victimize a Field Employee who makes a complaint or a witness who serves in the investigation of the abusive conduct allegation.

### **Complaint Steps**

The Company subscribes to the open-door policy. Field Employee may bring a particular complaint to their Recruiter or manager for resolution. When matters cannot be handled on an informal basis, the Company has established a formal procedure for a fair review of any work-related controversy, dispute, or misunderstanding. A complaint may be brought by one or more Field Employee concerning any work-related problem where the complaint has not been satisfactorily resolved in an informal manner. Field Employee may skip to Step 2 if the complaint is related to their Recruiter or manager or if the Field Employee feels they would not provide an impartial resolution to the problem.

#### **Step 1**

The complaint should be reported preferably submitted in writing to a Recruiter, manager, or designee within three working days of the incident. A written request for a meeting must be submitted simultaneously. Generally, a meeting will be held within three working days of the Field Employee's request depending upon scheduling availability. Witnesses will be allowed as necessary. If the problem is not resolved during this meeting, the Recruiter, manager, or designee will give the Field Employee a written resolution within three

working days. If the Field Employee is not satisfied, the Field Employee may proceed to Step 2.

## Step 2

If the Field Employee is not satisfied after Step 1, the Field Employee may submit a written request for review of the complaint and Step 1 solution to the Human Resources Department or their designee. Such a request should be made within three working days following the receipt of the Step 1 resolution. The Human Resources Department or appointed representative will review the complaint and proposed solution and may call a further meeting to explore the problem. This meeting is to be attended by the Field Employee concerned, the Field Employee's Recruiter or manager (if appropriate), and any other Field Employee of the Company whom the aggrieved Field Employee chooses. The Human Resources Department or appointed representative will render the final decision within 10 working days after receiving the Step 2 request, assuming scheduling availability. The decision will be given to the Field Employee in writing and will become part of the Field Employee's personnel file.

## DRUG FREE WORKPLACE POLICY

The use, manufacture, purchase, sale, offer for sale, distribution or possession of any illegal drugs or controlled substances on Outsource's premises is prohibited, as is being under the influence of illegal drugs or controlled substances upon reporting to work, while working or on duty or while on Outsource property, Outsource Client property or in an Outsource vehicle. Reporting to work or working while under the influence of alcohol is **also prohibited. Violation of this policy may lead to disciplinary action up to and including termination.**

Any Field Employee who has information concerning possible violations of Outsource's Drug Free Workplace policy should contact Human Resources. Similarly, if a Recruiter or onsite Manager suspects that a Field Employee has a drug or alcohol abuse problem, the Recruiter or Manager should contact Human Resources.

Any employee taking medication should consult a medical professional to determine whether the drug may affect their personal safety or ability to perform the essential functions of the job and should advise his/her Recruiter of any job limitations. Upon notification of job limitations, the Company will make reasonable efforts to accommodate the limitation.

Any Field Employee who voluntarily comes forward to management, prior to a situation requiring testing based upon reasonable suspicion and who cooperate with Outsource with regard to treatment, may not be subject to discipline. A Field Employee who requests a leave of absence to enter a drug or alcohol rehabilitation program will be reasonably accommodated with an unpaid leave of absence, as required by law, to enroll in such a program if such an accommodation is not an undue hardship on Outsource.

Field Employee voluntarily entering a drug or alcohol rehabilitation program may be required to provide medical validation of satisfactory completion of the program. Field Employee returning to work following satisfactory completion of a rehabilitation program may be subject to drug or alcohol tests without prior notice for up to one (1) year following the return date. A "*Return-to-Work Agreement*" may be required to be completed. A recurrence of a positive drug or alcohol test following return to work may lead to disciplinary action up to and including termination.

If there is a reasonable suspicion that a Field Employee is under the influence of alcohol or drugs while on duty, the Field Employee will be required to take a drug or alcohol screen at a certified laboratory or collection site.

Outsource will perform drug testing in the following situations:

- Pre-Employment;

- Reasonable Suspicion, where reasonable cause exists that a Field Employee is under the influence of alcohol, drugs, or controlled substances;
- Post Injury; or
- Random testing for “safety sensitive” positions in California, and as permitted by law in other states.

The following may result in disciplinary action up to and including termination of employment:

- Drug screen results that are positive (based on federally prescribed cut-off levels) for prohibited drugs;
- Alcohol screen results that indicate an alcohol level of 0.04% or greater;
- Refusal to participate in the screening process; or
- Any attempt to alter, falsify or intentionally contaminate a drug test.

To the extent any federal, state or local law, rule, or regulation limits or prohibits the application of any provision of this policy, then to the minimum extent necessary and only for that geographical area, this policy is deemed to be amended in compliance.

# Hiring

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## Recruitment and Documentation Requirements

### Recruitment

We know that we are only as good as our Field Employee, so we search as widely as possible for talented and motivated individuals to fill vacant positions in our Company. Our recruitment method includes but is not limited to advertising, employment agencies, and referrals. Although these methods have served us well in the past, we know that the marketplace is ever changing and that finding high quality people is an evolving process. We encourage our Field Employee to share with us their ideas about what more we can do to find and recruit talented and motivated individuals.

We conduct all recruiting in a fair and non-discriminatory manner.

### Employment Eligibility Verification (I-9)

Within three business days of your first day of work, you must complete federal form I-9 and show us documentation proving your identity and your eligibility to work in the United States. The federal government requires us to do this. We must verify the employment status and the personal identity of all new hires or rehires. If you have worked for this Company previously, you need only provide this information if it has been more than three years since you last completed an I-9 form for us or if your current I-9 form is no longer valid. In the event that a Field Employee is unauthorized to work after the Field Employee is hired, it would be unlawful for the Company to employ that Field Employee.

### Reporting Changes

It is your responsibility to promptly report changes in name, address, telephone number, marital status, income tax exemptions, and beneficiary or insurance changes **in writing** to your Recruiter or Field Coordinator.

## FIELD EMPLOYEE STATUS

As a Field Employee, Field Employee are hired for specific client-based assignments and may work an irregular schedule. Field Employee are only compensated for actual work performed.

As a temporary assignment worker:

- Failure to report to an assignment, or failure to complete an assignment, without proper notice to Outsource is a substantial breach of duty and job abandonment, and may impact your eligibility for unemployment insurance;
- You are prohibited from providing temporary assignment or contractor services to any Outsource Client to whom you have been introduced during your employment with Outsource, for a period of 120 days following the termination of your employment with Outsource, without the express written authorization of Outsource. If you fail to abide by this clause, you agree to pay Outsource a sum equal to your hourly rate of pay at the time of separation of employment (as outlined in your employment offer letter), multiplied by 200 hours;
- You agree to indemnify, and hold Outsource harmless from and against any and all liability, claims, damages, losses, judgments, suits, decrees, costs and expenses including attorney's fees, which may be caused by your gross negligence or failure to perform your duty under the terms of this agreement as alleged by law. You also agree to hold Outsource harmless from and against any and all liability, claims, damages, losses, judgments, suits, decrees, costs and expenses, including attorney's fees, which may be caused by your intentional and/or grossly negligent acts of

harassment as defined by Title VII.

### **When you should call**

During your interview, your Recruiter will tell you how often you need to call in with your weekly availability. **If you do not call in, you will be considered unavailable for assignments.** When calling in, leave your name and availability to work. Your status will be updated in our computer system. You will be contacted when we have an assignment to present to you.

While on an assignment through Outsource, you should call:

- Within 24 hours of the end of your assignment. *Please call even if you don't want to go back to work right away so we can keep your status updated in our computer system.*
- If you are going to be late reporting to work for any reason.
- If you can't make it to your assignment for any reason.
- If we leave you a message about an assignment. If we don't hear from you, you may be deactivated from our database.
- If you've been injured at work or have a safety concern. Please contact our Workers Compensation Department at 310-321-4414.
- If you need time off from your assignment (e.g. jury duty, medical issue, family emergency, etc.).
- If you no longer want to be considered for temporary assignments.
- If your job is different from what you were told or you did not receive appropriate training.
- If you are offered regular full-time employment by our client while on assignment.
- If you have any issues or concerns with your assignment, including problems with your supervisor or co-workers.
- If you have any questions regarding your assignment or client policies or procedures.

**Because you are a Field Employee of Outsource, it is not appropriate for you to discuss issues or make arrangements directly with our clients.** Please be sure to keep your Recruiter updated on all aspects of your assignment.

### **Inactive Status**

Field Employee who are on any type of leave of absence, work-related or non-work related will be placed on inactive status. During the time, the Field Employee is on inactive status, benefits such as sick time, etc. will not be earned and seniority will not continue to accrue.

Field Employee on a Leave of absence will have continued benefits for up to 12 weeks of leave as long as the leave falls under Family Medical Leave (FMLA) or state-specific leave. Field Employee must continue to pay their percentage of insurance premiums during their absence in order to remain on the Company insurance plans.

## **Leaves of Absence**

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## Pregnancy Disability Leave

Pregnancy, childbirth, or related medical conditions will be treated like any other disability, and a Field Employee on leave will be eligible for temporary disability benefits in the same amount and degree as any other Field Employee on leave.

Any female Field Employee planning to take pregnancy disability leave should advise the Human Resources Department as early as possible. If a Field Employee is disabled by pregnancy, childbirth, or related medical conditions, the Field Employee is eligible to take a pregnancy disability leave (PDL). If a Field Employee is affected by pregnancy or a related medical condition, the Field Employee is also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. In addition, if it is medically advisable for the Field Employee to take intermittent leave or work a reduced schedule, the Company may require the Field Employee to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave. The individual should make an appointment with the Human Resources Department to discuss the following conditions:

- Field Employee who need to take pregnancy disability must inform their Recruiter and Human Resources Department when a leave is expected to begin and how long it will likely last. If the need for a leave or transfer is foreseeable, Field Employee must provide notification at least thirty (30) days before the pregnancy disability leave or transfer is to begin. Field Employee must consult with the Human Resources Department regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company.
- If 30 days advance notice is not possible, notice must be given as soon as possible;
- The PDL is for any period(s) of actual disability caused by a Field Employee's pregnancy, childbirth, or related medical condition up to four months (or 88 work days for a full-time Field Employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth is covered by PDL.
- Generally, we treat Field Employee pregnancy disability in the same that we treat other disabilities of similarly-situated Field Employee. This affects whether the leave will be paid or unpaid.
- Field Employee are required to obtain a certification from their health care provider of the pregnancy disability or the medical advisability for a transfer. The certification should include:
  - the date on which the Field Employee became disabled due to pregnancy or the date of the medical advisability for a transfer;
  - the probable duration of the period(s) of disability or the period(s) for the advisability of a transfer; and,
  - a statement that, due to the disability, the Field Employee is either unable to work at all or to perform any one or more of the essential functions of their position without undue risk to themselves or to other persons; or a statement that, due to their pregnancy, a transfer to a less strenuous or hazardous position or duties is medically advisable
- Leave returns will be allowed only when the Field Employee's physician sends a written certification;
- We require Field Employee to use any available sick leave during their PDL. The substitution of any paid leave will not extend the duration of their PDL.
- We encourage Field Employee to contact the Employment Development Department regarding their eligibility for state disability insurance for the unpaid portion of their leave.
- If a Field Employee does not return to work on the originally scheduled return date nor request in advance an extension of the agreed upon leave with appropriate medical documentation, the Field

Employee will be deemed to have voluntarily terminated their employment with the Company. Failure to notify the Company of their ability to return to work when it occurs, or their continued absence from work because their leave must extend beyond the maximum time allowed, may be deemed a voluntary termination of their employment.

- Upon a Field Employee's return from a covered PDL, the Field Employee will be reinstated to his/her same position held at the time the leave began or to an equivalent position, if available.
- Taking a PDL may impact certain Field Employee benefits and seniority date. Contact the Human Resources Department for additional information.

Under most circumstances, upon submission of a medical certification, a Field Employee is able to return to work from a pregnancy disability leave, a Field Employee will be reinstated to her same position held at the time the leave began or to an equivalent position, if available. A Field Employee returning from a pregnancy disability leave has no greater right to reinstatement than if the Field Employee had been continuously employed.

Outsource provides lactation accommodations for employees pursuant to State law.

## Family Medical Leave

Federal family and medical leave laws provide up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- The employee has more than 12 months of service. The 12 months of service must have accumulated within the previous seven years.
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is employed at a work site where there are 50 or more employees within a 75-mile radius.

Leave may be taken for one or more of the following reasons:

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care;
- To care for the employee's spouse, child, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform his or her job;
- For any "qualifying exigency" (defined by federal regulation) because the employee is the spouse, son, daughter, or parent of an individual on covered active duty (or has been notified of an impending call or order to active duty) in the Armed Forces (FMLA only); or
- An employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the servicemember (FMLA for 12 weeks if the care provider is eligible for both, followed by 14 weeks of (FMLA only), or 26 weeks of FMLA

### Calculating the 12-month Period

For purposes of calculating the 12-month period during which 12 weeks of leave may be taken, the Company uses a rolling year.

Under most circumstances, leave under federal and state law will run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period.

For a qualifying exigency or leave to care for a covered servicemember, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered servicemember is for a maximum of 26 workweeks during a 12-month period.

### Leave for Employee's Own Health Condition

The following procedures shall apply when an employee requests family leave:

Please contact your Recruiter or the Human Resources Department as soon as you realize the need for family/medical leave.

If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must notify the Company at least 30 days before leave is to begin. The employee must consult with his or her supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent, or spouse.

If the employee cannot provide 30 days' notice, the Company must be informed as soon as is practical.

If the Family and Medical Leave Act/California Family Rights Act request is made because of the employee's own serious health condition, the Company may require, at its expense, a second opinion from a health care provider that the Company chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the Company.

If the second opinion differs from the first opinion, the Company may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the Company and the employee.

The Company requires the employee to provide certification within 15 days of any request for family and medical leave under state and federal law, unless it is not practicable to do so. The Company may require recertification from the health care provider if additional leave is required. (For example, if an employee needs two weeks of family and medical leave, but following the two weeks needs intermittent leave, a new medical certification will be requested and required.) If the employee does not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Company may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

### **Leave to Care for a Family Member**

If the leave is needed to care for a sick child, spouse, or parent, the employee must provide a certification from the health care provider stating:

- \* Date of commencement of the serious health condition;
- \* Probable duration of the condition;
- \* Estimated amount of time for care by the health care provider; and
- \* Confirmation that the serious health condition warrants the participation of the employee.

When both parents are employed by the Company and request simultaneous leave for the birth or placement for adoption or foster care of a child, the Company will not grant more than a total of 12 workweeks family/medical leave for this reason.

If an employee cites his/her own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- \* Date of commencement of the serious health condition;
- \* Probable duration of the condition; and
- \* Inability of the employee to work at all or perform any one or more of the essential functions of his/her position because of the serious health condition.

The Company will require certification by the employee's health care provider that the employee is fit to return to his or her job.

Failure to provide certification by the health care provider of the employee's fitness to return to work will result in denial of reinstatement for the employee until the certificate is obtained.

### **Leave Related to Military Service**

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a servicemember shall be supported by a certification by the servicemember's health care provider.

## Health and Benefit Plans

An employee taking family medical leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered servicemember) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The Company will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins under Family and Medical Leave Act (e.g., for pregnancy disability leaves, qualifying exigency leave, or to care for a covered servicemember) or under the Family and Medical Leave Act/California Family Rights Act (e.g., for one's own serious health condition or that of one's spouse, parent or child; or baby bonding) or under the California Family Rights Act (caring for one's registered domestic partner). In some instances, the Company may recover from an employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave.

Employees on family/medical leave who are not eligible for continued paid coverage may continue their group health insurance coverage through the Company in conjunction with the federal COBRA guidelines by making monthly payments to the Company for the amount of the applicable premium. Employees should contact their supervisor for further information.

## Reinstatement

Under most circumstances, upon return from family/medical leave, an employee will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. For example, if an employee on family/medical leave would have been laid off had he or she not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

## Sick Leave

Paid Sick leave is a form of benefit that part-time and temporary Field Employee earn in order to provide a cushion for incapacitation due to illness and in compliance with certain State regulations. It is intended to be used only when actually required to recover from illness or injury. Paid sick leave is not for "personal" absences. Paid sick leave can be used for you or a family member for preventive care or an existing health condition, or if you are a victim of domestic violence, car accident, sexual assault, or stalking.

The amount allotted and amount entitled to be used in a year will be based on the specific State or City you perform work in and the applicable law for that specific State or City. Not every State currently has Paid Sick Leave requirements. Please inquire with your Recruiter or the Human Resources Department about eligibility.

All *approved* requests will be paid out on the 2<sup>nd</sup> check date from when the time was taken.

Paid sick leave is not paid if your employment is terminated.

## **Jury Duty and Witness Leave**

The Company encourages Field Employee to fulfill their civic responsibilities by serving jury duty or appearing in court for witness duty when required. This leave will be unpaid. No Field Employee will face discipline or retaliation for jury service or witness duty. A copy of the court order or subpoena must be supplied to your Recruiter.

You must immediately inform your Recruiter when you receive your jury duty summons or witness duty. If you are chosen to sit on a jury, you must inform your Recruiter how long the trial is expected to last. You must also check with your Recruiter periodically (at least once a week) during your jury service, so the Company knows when to expect you back at work. You must call daily and leave a voicemail message or send a text message to your Recruiter by 7:00pm to let us know if you have been summoned to appear in court. You are expected to report for work whenever the court schedule permits.

## **Time Off for Voting**

The Company will grant Field Employee time off for voting. The Field Employee is not entitled to pay for time taken off for voting. The employee may be paid based on state and federal law.

## **Benefits**

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## Insurance Benefits

The Company complies with all applicable federal and state laws with regard to benefits administration. To qualify for the Company's sponsored/partially paid benefits, we use a 12-month eligibility period. This means that after 12 months of service, your hours worked will be reviewed. If you have worked an average of 30-hours per week, you will be considered a full-time employee, and your benefits are then eligible to be company sponsored. This means, the company will pay a percentage of your monthly premiums versus you paying 100% of the monthly premiums. Additionally, as long as you are employed with Outsource, we will also guarantee your enrollment for the following 12-months, even if you drop below the 30-hour average work week that qualifies you as a full-time employee. Termination of the plan will be based upon termination of employment or a greater than 30-day lapse in employment. However, you will be eligible for COBRA.

Although we introduce you to the basic information in this section, we cannot provide the details of each plan here. You should receive official plan documents for each of the benefits that we offer. Those documents (along with any updates that we give you) should be your primary resource for information about your benefits plans. If you see any conflict between those documents and the information in this Handbook, the official plan documents are what you should rely upon.

The benefits we provide are meant to help Field Employee maintain a high quality of life - both professionally and personally. We sincerely hope that each Field Employee will take full advantage of these benefits. If you do not understand information in the plan documents or if you have any questions about the benefits we offer, please talk to our Human Resources Department.

We reserve the right to change insurance companies or to modify or terminate eligibility requirements, benefits, or coverage at any time.

## COBRA

In April 1986, Congress passed the Consolidated Omnibus Budget Reconciliation Act (COBRA). One of the provisions of this act requires employers to allow Field Employee and dependents, which would otherwise lose group coverage, to continue group coverage at their expense for a limited time. COBRA coverage's is available with the health and dental benefits.

For more information, please visit [www.dol.gov/dol/topic/health-plans/cobra.htm](http://www.dol.gov/dol/topic/health-plans/cobra.htm)

## Workers' Compensation

The Company provides insurance for all work-related injuries or illness. Workers' compensation benefits are defined by the laws of the State and administered by the insurance carrier. The entire cost of coverage is paid by the Company. Regardless of the severity of the accident or illness you might suffer, you **must** immediately report all job-related accidents or illnesses to your Recruiter or the Workers Compensation Department. Both you and your Recruiter must promptly complete an incident report. The Company will refer you to a designated physician, urgent care, or emergency room for your initial care and treatment. During the first thirty (30) days of medical care or treatment, the Company has the authority to direct you to physicians or other services of its choice. The Claims Department will assist you in obtaining the appropriate medical care and treatment, including referral to a specialist, if required.

The Company will not tolerate any abuse of this program; thus, the Company's policy is to investigate all questionable or suspicious worker's compensation claims. All suspicious claims will be referred to the state's Bureau of Fraudulent Claims and the District Attorney's Office if they appear to be fraudulent. If convicted of filing a fraudulent workers' compensation claim, the Field Employee may be to large fines and/or sentenced to jail time.

## Holidays

Outsource offers Holiday Bonus in lieu of Holiday pay. You will receive \$100 for each holiday. In order to be eligible, you must meet the following criteria:

- Worked 935 hours in the preceding six (6) months **OR** worked 1,650 hours in the 12-month period prior to the holiday.
- Work the week of the holiday
- Work the scheduled day *before* **AND** *after* the holiday (this means, you cannot take a sick day on either of these days)

All benefits, including paid Holidays are at the sole discretion of Outsource and may be modified or discontinued with or without notice.

Following is the list of paid holidays you will receive should you meet the above-mentioned criteria.

- January 1 (New Year's Day)
- Memorial Day
- July 4th (Independence Day)
- Labor Day
- Thanksgiving Day
- Christmas Day

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, we may close on another day or grant compensating time off instead of closing. Holiday observance will be announced in advance.

Each non-exempt Field Employee's eligibility for holiday pay begins after completion of his or her introductory period. To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed and must work your regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by your management.

## Expenses and Reimbursement

We will pay all actual and reasonable business-related expenses incurred by Field Employee in the performance of their job responsibilities. Management must first approve all such expenses incurred by a Field Employee before the Accounting department will reimburse the Field Employee. **Please be sure to obtain authorization from your Recruiter prior to personally paying for certain items in order to ensure that you will be reimbursed.** Expense reports must be submitted to Accounting supported by

evidence of proof of purchase. All documentation and receipts must be turned in within two (2) weeks of your return. Failure to submit within two (2) weeks will result in the delay of reimbursement and disciplinary action.

Some Field Employee may need to attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of the Company or the individual Field Employee. Attendance at such activities, whether required by the Company or requested by individual Field Employee, requires the written approval from your Recruiter or Account Manager. To obtain approval, any Field Employee wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance. Attendance at any such event is subject to the following policies on reimbursement and compensation.

For attendance at events required or authorized by the Company, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, meals, transportation, and parking. Reimbursement policies regarding these expenses should be discussed with management in advance. Failure to do so will result in no reimbursement.

Field Employee attendance at authorized outside activities will be considered hours worked for non-exempt Field Employee and will be compensated in accordance with regular payroll practices.

This policy does not apply to a Field Employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions generally may lead to improved job performance. While the Company generally encourages all Field Employee to improve their knowledge, job skills, and promotional qualifications, such activities do not qualify for reimbursement or compensation under this policy unless prior written approval is obtained as described previously.

The Company will pay Field Employees for travel time at the minimum wage rate and reimburse for mileage at the IRS standard for travel between Outsource office locations, unless an alternative agreement has been made and documented in writing.

Contact the Human Resources Department for additional questions.

## **Company Policy/Management**

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## Field Employee Privacy

We recognize Field Employee' right to privacy and the need to maintain the confidentiality of your payroll and personnel information. The information contained in your personnel file is confidential and only released with your written consent, unless legally subpoenaed, or to comply with required surveys. Likewise, information from your medical file is released under the same conditions. All Field Employee records are held in strict confidence. You may examine certain records contained in your personnel file, provided you make a request in writing for an appointment and the file is reviewed or examined in the presence of the Human Resources Director or his or her designee. You may not review the personnel file of another Field Employee. In achieving this goal, the Company adopts these basic principles:

1. The collection of Field Employee information will be limited to that which the Company needs for business and legal purposes.
2. The confidentiality of all personal information in our records will be protected.
3. All in-house Field Employee involved in record keeping will be required to adhere to these policies and practices. Violations of this policy will result in disciplinary action.
4. Internal access to Field Employee records will be limited to those Field Employee having authorization. Access may also be given to third parties, including government agencies, pursuant to a court order or subpoena.
5. The Company will release personal information to outside sources with the Field Employee's written approval, unless legally required to do so.
6. Field Employee are permitted to see the personal information about them in the Company records with the supervision of the Human Resources Department. Written requested is required from the Field Employee to Management.
7. The personnel files shall be kept for a period of three (3) years after the Field Employee's termination date. It is the responsibility of the Field Employee to keep information in the personnel file current.

## Personnel Records

You have a right to inspect and receive a copy of the personnel records that the Company maintains relating to your performance or any grievance procedure. Contact the Human Resources Department to make a request to review your personnel records.

You may designate a representative to conduct the inspection of the records or receive a copy of the records. However, any designated representative must be authorized by you, in writing, to inspect or receive a copy of the records. The Company may take reasonable steps to verify the identity of any representative you have designated.

The personnel records may be made available to you either at the place where you work or at a mutually agreeable location (with no loss of compensation for going to that location to inspect or copy the records). The records will be made available no later than 30 calendar days from the date the Company receives your written request to inspect or copy your personnel records (unless you/your representative and the Company mutually agree in writing to a date beyond 30 calendar days or based on State-specific rules).

If you request a copy of the contents of your file, you will be charged the actual cost of copying the records.

The Company will restrict disclosure of your personnel file to authorized individuals within the Company. Any request for information contained in personnel files must be directed to the Human Resources Department. Only the Human Resources Department is authorized to release information about current or former Field

Employee. Disclosure of Human Resource information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

## Field Employee References

All requests for references must be directed to the Human Resources Department. No other manager, Recruiter, or Field Employee is authorized to release references for current or former Field Employee.

## Meals and Rest Breaks

OST adheres to the minimum legal meal and rest period requirements in accordance with specific State regulations.

### **For California employees only:**

For non-exempt Field Employee, a minimum of thirty (30) minutes is provided for an uninterrupted duty-free unpaid meal period. All non-exempt Field Employee must take this meal period within five (5) hours of starting their work shift, unless six (6) hours will complete their day. If six (6) hours will complete the day, then the meal period may be waived by mutual consent. Field Employee working more than ten (10) hours must take a second unpaid meal period of thirty (30) minutes unless twelve (12) hours will complete the day. If twelve (12) hours will complete the day, then the second meal period may be waived by mutual consent only if the first meal period was not waived.

Non-exempt Field Employee are authorized and permitted to take an uninterrupted duty free 10-minute paid rest break in each four (4) hour segment of work.

Rest breaks cannot be added to your lunch breaks, combined into a 20-minute rest break or skipped in order to make-up for tardiness or to leave early for the day. If you work in a department where breaks are not directly assigned, please coordinate with your co-workers to maintain adequate coverage at all times. Always be sure to return to work on time at the end of any break period. In the event of an emergency, or unusual conditions, your supervisor may ask you to change or postpone your break in order to finish a particular project.

If you do not receive meal and break periods as outlined above while on an assignment, please report it to Outsource as soon as reasonably possible.

## Field Employee Property

A Field Employee' personal property, including but not limited to lockers, packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of Company property.

Field Employee are discouraged from bringing or retaining personal property of value on Company premises. The personal property (personal effects) of a Field Employee necessarily worn or carried (e.g., eyeglasses, jewelry, handbags, wallets, cell phones, clothing) onto Company premises is the Field Employee's own liability. Losses attributed to wear and tear, gradual deterioration, latent defect, misuse, mishandling, abuse, or mysterious/unexplained disappearance will not be at the liability of the Company, but rather the Field Employee will be responsible for his/her own loss.

## Open-Door

Suggestions for improving the Company are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your good-faith complaints, questions, and suggestions are also of concern to the Company. We ask you to first discuss your concerns with your Recruiter, following these steps:

- Within a week of the occurrence, bring the situation to the attention of your Recruiter, who will then investigate and provide a solution or explanation.
- If the problem persists, you may describe it in writing and present it to the Human Resources Department who will investigate and provide a solution or explanation. If you need assistance with your complaint, or you prefer to make a complaint in person, contact the Human Resources Department. We encourage you to bring the matter to the Human Resources Department as soon as possible after you believe that your Recruiter has failed to resolve it.
- If the problem is not resolved, you may present the problem in writing to the President of the Company, who will attempt to reach a final resolution. If you need assistance with the written complaint, contact the Human Resources Department for help.

This procedure, which we believe is important for both you and the Company, cannot guarantee that every problem will be resolved to your satisfaction. However, the Company values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

## Employment of Relatives

Relatives of Field Employee may be eligible for employment with the Company only if individuals involved do not work in a direct supervisor relationship, or in job positions in which a conflict of interest could arise. The Company defines relatives as spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Present Field Employee who marry or become registered domestic partners will be permitted to continue working in the job position held only if they do not work in a direct supervisor relationship with one another or in job positions involving a conflict of interest.

## Attendance, Tardiness, and Absenteeism

As a Field Employee of the Company, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow Field Employee and the Company. When you are absent, your assigned work must be performed by others. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

From time to time, it may be necessary for you to be absent from work for emergencies, illness, or pressing personal business that cannot be scheduled outside of your work hours.

If you are unable to report to work or if you will arrive late, you must under all but the most extenuating circumstances contact your Recruiter or Field Coordinator at least 1 hour before the time you are

scheduled to begin working for that day so there is as much time as possible to make alternative work arrangements. If you know in advance that you will need to be absent, you must request this time off with your Recruiter at least **(48) forty-eight hours** prior to the absence. Failure to notify your Recruiter can lead to disciplinary actions.

A Field Employee who fails to report to work and fails to contact his/her Recruiter may be considered as having abandoned his/her position. A careful record of absenteeism and tardiness is kept by the Field Employee's supervisor or Recruiter and becomes part of the personnel record. To the extent permitted by law, absenteeism and tardiness may lessen a Field Employee's chances for advancement and may result in disciplinary action up to and including termination.

In all cases of absence or tardiness, Field Employee must provide their Recruiter with an honest reason or explanation. Field Employee also must inform their Recruiter of the expected duration of any absence. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated and will lead to disciplinary action up to and including termination of employment.

## **Conflict of Interest**

Our Company's success depends on the hard work, dedication, and integrity of everyone who works here. In turn, our Field Employee' livelihood depends on the success of our Company. Because we depend so much on our Field Employee, we expect all Field Employee to devote their energies and loyalties to our Company. We do not allow Field Employee to engage in any activities or relationships that create either an actual conflict of interest or the potential for a conflict of interest.

Although we cannot list every activity or relationship that would create either an actual or potential conflict of interest, examples of activities that violate this policy include the following:

- working for a competitor, customers, or vendor as a part-time Field Employee, full-time Field Employee, consultant, independent contractor, or in any other capacity;
- owning an interest in a competitor, customer, vendor, or anyone else who seeks to do business with this Company;
- using the resources of this Company for personal gain;
- using your position in this Company for personal gain

Financial interests held by a Field Employee or by his or her immediate family member in such companies are to be disclosed immediately to the Company so that a determination can be made as to whether a conflict exists. Members of the Field Employee's immediate family include spouse, children, and any other relative sharing the same home as the Field Employee.

Any outside employment should be promptly disclosed to your Recruiter or the Human Resources Department. In certain circumstances, outside employment will be approved, but the Company retains the right to review and evaluate each situation on an individual basis. Field Employee who violate this policy face disciplinary action, up to and including termination.

While employed by the Company, Field Employee are expected to devote their energies to their jobs with the Company. The following types of employment elsewhere are strictly prohibited:

- Additional employment that conflicts with a Field Employee's work schedule, duties, and responsibilities at the Company;
- Additional employment that creates a conflict of interest or is incompatible with the Field Employee's position with the Company;

- Additional employment that impairs or has a detrimental effect on the Field Employee's work performance with the Company;
- Additional employment that requires the Field Employee to conduct work or related activities on Company property during the employer's working hours or using Company facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of the Company.

Field Employee who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the Company explaining the details of the additional employment. If the additional employment is authorized, the Company assumes no responsibility for it. The Company shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

If you are unsure about whether an activity might violate this policy, or if you have any questions at all about this policy, please talk to the Human Resources Department.

## **Company Property**

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## **Employer Property**

Desks, computers, laptops, company cell phones, and company vehicles are the Company's property and must be maintained according to Company rules and regulations. They must be kept clean and are to be used only for work-related purposes. The Company reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the Field Employee and at any time, not necessarily in the Field Employee's presence.

Prior authorization must be obtained before any Company property may be removed from the premises.

Terminated Field Employee should remove any personal items at the time he/she leaves the Company. Personal items left in the workplace are subject to disposal if not claimed at the time of a Field Employee's termination.

## **Use of Company Property**

Respect and protection of both Company and Field Employee's personal property is everyone's concern. It is expected that Field Employee will take appropriate care of Company and Client equipment at all times and do everything possible to avoid damage to the equipment. Intentional destruction of equipment will result in immediate termination of employment.

No Company or client supplied information, furniture, equipment, or supplies should be used for personal use, or removed from the physical confines of the Company or client, unless your Recruiter approves it and your job specifically requires its use.

## **Return of Property**

Field Employee are responsible for Company and client property, materials, or written information issued to them or in their possession or control.

Company property must be returned by Field Employee on or before their last day of work. Where permitted by applicable laws, the Company may withhold from the Field Employee's check or final paycheck the cost of any items that are not returned when required. The Company may also take all action deemed appropriate to recover or protect its property.

## **Cell Phone Use**

The use of personal cell phones, pagers, two-way radios and all other personal electronic communication devices is prohibited during working time. All such devices must be turned off at all working times during the Field Employee's assignment. Field Employee are permitted to use personal communication devices during designated break times.

Outsource requires that Field Employee act responsibly when using cellular telephones. Common courtesy dictates that employees not use cellular telephones in the common areas of the office so as not to disturb other employees during working time. Further, employees who utilize cellular telephones in the office should place the ringers on vibrate or other silent notification, so the work of other employees is not

interrupted.

Field Employee must adhere to all federal, state or local rules and regulations regarding the use of cellular telephones and electronic communication devices while driving. Accordingly, employees must not use cellular telephones or electronic communication devices if such conduct is prohibited by law, regulation, or other ordinance.

Field Employee whose job responsibilities include regular driving and, who choose to accept or make business calls during that time, are required to use hands-free telephone equipment to facilitate the provisions of this policy.

Field Employee may not use an electronic communication device while driving to write, send, or read a text-based communication, including but not limited to, text messages, instant messages, or electronic mail.

Field Employee whose job responsibilities do not specifically include driving as an essential function, but who may use a cellular telephone for calls related to Outsource's business, are also required to abide by the provisions above. Under no circumstances are Field Employee allowed to place themselves or others at risk to fulfill business needs.

Field Employee who are charged with traffic violations resulting from the use of a cellular telephone or electronic communication device while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will be subject to discipline up to and including termination

## **Off-Duty Use of Facilities**

Field Employee are prohibited from remaining on the Company or client premises or making use of Company or client facilities while not on duty. Field Employee are expressly prohibited from using Company or client facilities, Company or client property, or Company or client equipment for personal use.

## **Field Employee Conduct**

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## Prohibited Conduct

We expect each Field Employee to act in a mature and responsible way at all times. Please speak to your Recruiter if you have any questions concerning any work or safety rules.

Outsource expects all Field Employee to observe certain standards of behavior while at work. These standards are not intended to restrict a Field Employee's legitimate rights, but are for the safety and well-being of all Outsource Field Employee. These standards apply equally to all Field Employee.

Violation of Company rules or unacceptable behavior, conduct, or performance can result in disciplinary action up to and including discharge. This list of prohibited conduct is illustrative only. Other types of conduct that threaten security, personal safety, Field Employee's welfare, and Company operations also may be prohibited. It is not exhaustive, and is not intended to be comprehensive and does not change the employment-at-will relationship between the Field Employee and Outsource.

Some of the more obvious and serious unacceptable activities include, but are not limited to:

- Any actions that are extreme in nature and obviously detrimental to the Company's efforts to operate profitably;
- Violation of the Drug Free Workplace Policy;
- Refusal to cooperate with an internal or legal investigation;
- Insubordination or refusing to obey instructions issued by management pertaining to your work;
- Refusal to accept or assist with special assignments;
- Theft or misappropriation of Company or Client property or the property of fellow Field Employee; unauthorized possession or removal of any Company or Client property; unauthorized use of Company or Client equipment or property for personal reasons; using Company or Client equipment for personal profit;
- Dishonesty; falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reasons for a leave of absence or other data requested by the Company; alteration of Company records or other Company documents;
- Violation of non-disclosure agreement; giving confidential or proprietary Company information to competitors, other organizations, or to an unauthorized Company Field Employee; working for a competing business while a Company Field Employee; breach of confidentiality of personnel information;
- Recording the work time of another Field Employee or allowing any other Field Employee to record your work time, or falsifying any time card, either your own or another Field Employee's;
- Theft and deliberate or careless damage or destruction of any Company property, or the property of any Field Employee or customer;
- Removing or borrowing Company or Client property without prior authorization;
- Unauthorized use of Company or Client equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours on Company or Client property;
- Participating in horseplay or practical jokes on Company or Client time or on Company or Client premises;
- Engaging in criminal conduct whether or not related to job performance;
- Causing, creating, or participating in a disruption of any kind during working hours on Company or Client property;

- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a Recruiter or member of management, or the use of abusive or threatening language toward a Recruiter or member of management;
- Failing to notify a Recruiter when unable to report to work;
- Failing to obtain permission to leave work for any reason during normal working hours;
- Failing to observe working schedules, including rest and lunch periods;
- Failing to provide a physician's certificate when requested or required to do so;
- Sleeping or malingering on the job;
- Making or accepting personal telephone calls, including cell phone calls, of more than three minutes in duration during working hours, except in cases of emergency;
- Working overtime without authorization or refusing to work assigned overtime;
- Use of abusive, unprofessional, or insulting language toward another Field Employee or customer;
- Failure to report to work for one (1) day without notifying your Recruiter or failure to provide satisfactory evidence to your Recruiter for the purpose of your absence;
- Excessive tardiness and/or absenteeism (please read Punctuality and Attendance section in this handbook); failure to follow appropriate procedures for reporting absences and tardiness; or failure to call in sick on a daily basis;
- Wearing disturbing, unprofessional, or inappropriate styles of dress or hair while working;
- Committing a fraudulent act or a breach of trust under any circumstances; and
- Committing of or involvement in any act of unlawful harassment of another individual.

This statement of prohibited conduct does not alter the Company's policy of at-will employment. Either you or the Company remains free to terminate the employment relationship at any time, with or without reason or advance notice.

## **Off-Duty Conduct**

While the Company does not seek to interfere with the off-duty and personal conduct of its Field Employee, certain types of off-duty conduct may interfere with the Company's legitimate business interests. For this reason, Field Employee are expected to conduct their personal affairs in a manner that does not adversely affect the Company's or their own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by a Field Employee that adversely affects the Company's legitimate business interests or the Field Employee's ability to perform his or her job will not be tolerated.

## **Social Networking and Blogging**

To protect the Company's interests, Field Employee must adhere to the following:

Field Employee may not post on a blog or social networking site during their working time or at any time using the Company's equipment or property. The Company's electronic communication systems are for business use only.

If a Field Employee identifies himself or herself as an Field Employee of the Company on any social networking site, the communication must include a disclaimer that the views expressed do not reflect the views of the Company or any of its officers.

All rules regarding confidential business information apply in full to blogs and social networking sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed on a blog or social networking site. The transmission of confidential or proprietary information without the permission of the Company is prohibited.

If an Field Employee mentions the Company in a blog or elsewhere in online social media, or it is reasonably clear the Field Employee is referring to the Company or a position taken by the Company, and also express a political opinion or an opinion regarding the Company's positions, actions, or products, the post must specifically disclose the Field Employee's relationship with the Company and note that the opinion expressed is the Field Employee's personal opinion and not that of the Company's.

Any conduct which is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a social networking site. For example, posted material that is discriminatory, defamatory, libelous, or malicious is prohibited. The Company's policies, including but not limited to the Equal Employment Opportunity, Sexual Harassment, Harassment and Workplace Violence policies, apply equally to Field Employee comments on social networking sites even if done on nonworking time. Field Employee are encouraged to review those sections of the handbook for further guidance.

Field Employee in violation of this policy are subject to disciplinary action, up to and including termination of employment.

## **Workplace Behavior/Conducting Personal Business**

Field Employee are to conduct only the Company business while at work. Field Employee may not conduct personal business or business for another employer during their scheduled working hours.

### **Insubordination**

This workplace operates on a system of mutual respect between Recruiters or managers and Field Employee. Recruiters must treat their Field Employee with dignity and understanding, and Field Employee must show due regard for their Recruiters' or managers' authority.

Insubordination occurs when Field Employee unreasonably refuse to obey the orders or follow the instructions of their Recruiters. It also occurs when Field Employee, through their actions or words, show disrespect toward their Recruiters or managers.

Insubordinate Field Employee will face discipline, up to and including termination.

We understand, however, that there will be times when Field Employee have valid reasons for refusing to do as their Recruiters or managers say. Perhaps the Field Employee fears for his/her safety or that the instruction will violate the law or pose some other problem for this Company. We do not ask that Field Employee blindly follow orders. Instead, we ask that Field Employee explain the situation to their Recruiter or manager. If, after hearing the Field Employee's side, the Recruiter or manager continues to give the same order or rule, the Field Employee must either obey or use the complaint procedures described in Open Door section of this handbook.

## Business Conduct and Ethics

The success of the Company depends upon the quality of the relationships between the Company, our Field Employee, our clients, and our suppliers. Regardless of your position, you are the Company ambassador. The more goodwill you promote, the more our clients will respect and appreciate you, the Company, and its services.

Here are several things you must do to help the Company make a good impression:

- Deal with customers in a professional, courteous, and respectful manner.
- Communicate pleasantly and respectfully with other Field Employee, Recruiters, and managers at all times.
- Refrain from using rude, offensive, or outrageous language and behavior.
- Refrain from ridiculing and making hostile jokes.
- Follow up on requests and questions promptly. Provide professional replies to such inquiries and perform all duties in an orderly and professional way.
- Take great pride in your work and enjoy doing your very best.
- Refrain from smoking inside any client building and/or other area designated by the client is prohibited
- Smoking during working times is prohibited (subject to client policies, smoking may be permitted during designated break times). Smoking in Outsource offices is prohibited

These are the building blocks for your continued success, as well as the success of our Company. Failure to comply with these rules may be grounds for corrective action up to and including termination.

No Field Employee may accept a gift or gratuity from any customer, vendor, supplier, or other person doing business with the Company because doing so may give the appearance of influencing business decisions, transactions, or service. Please discuss expenses paid by such persons for business meals or trips with the Company in advance.

If you have additional questions, you can ask your Recruiter or the Human Resources Department.

## Professional Presentation

It is critical that temporary assignment Field Employee maintain the highest level of service, customer care and professionalism. While Outsource recognizes that each individual is unique, and values that quality; we also understand our obligation to ensure outstanding customer experience. To that end, temporary assignment Field Employee must adhere to the following guidelines:

**Field Employee will report to their assignment neatly groomed following these guidelines:**

- Wear an Outsource-issued blue shirt on all job sites unless otherwise specified
- Clean, collared shirt; free of holes, stains, logos or advertisements (client provided shirts with

client's logo or advertising is acceptable)

- Fitted, long pants; free of holes, stains, logos or advertisements. Jeans are acceptable but torn or baggy jeans are not acceptable
- Work boots (steel toe required for Telecom Field Employee)
- All visible tattoos must be covered at all times (may require long sleeved shirts to be worn under short sleeved shirts)
- Facial jewelry is not acceptable
- Facial hair must be neatly groomed, long hair must be tied back

**Field Employee will report to their assignment fully prepared to work**

- Telecom Field Employee must have all tools on their person and accessible at the beginning of the assignment

Failure to abide by these guidelines may result in immediate termination of assignment and further disciplinary action, up to and including termination of employment with Outsource.

## Confidentiality and Non-Solicitation

During the course of your employment with Outsource, LLC, you may have access to and become acquainted with information of a confidential, proprietary, or secret nature which is or may be either applicable or related to the present or future business of the Company, its research and development, or the business of its customers. Such trade secret or confidential information includes, but is not limited to, devices, inventions, processes compilations of information, records, business plans, source code, marketing plans, specifications, and information concerning customers and/or vendors, test data, accounting or financial data, pricing or salary data, business plans and strategies, negotiations and contracts, research, and discoveries ("trade secrets"). Confidential Information shall not, however, include any information which Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Recipient by the Company; (ii) becomes publicly known and made generally available after disclosure to Recipient by the Company through no action or inaction of Recipient; or (iii) is in the possession of Recipient, without confidentiality restrictions, at the time of disclosure by the Company as shown by Recipient's files and records immediately prior to the time of disclosure

You agree that you will not disclose any of the above-mentioned trade secrets, directly or indirectly or use them in any way either during the term of your employment or at any time thereafter, except for the benefit of the Company and as required in the course of your employment with the Company. You agree that you will not remove or otherwise transmit confidential, proprietary, or secret information without express prior to written consent of an authorized Company representative. Recipient shall not reverse engineer, disassemble or recompile any prototypes, software or other tangible objects which embody the Company's Confidential Information, and which are provided to Recipient hereunder.

Field Employee must understand that Outsource retains legal ownership of the product of their work. No work product created while employed by Outsource using Outsource time, resources, equipment, supplies, facilities or trade secrets or relating to Outsource's business or research or development or the work performed by the Field Employee for Outsource can be claimed, construed, or presented as property of the individual, even after employment by Outsource has been terminated or the relevant project completed. This includes written and electronic documents, trademark, copyright, patent, audio and video recordings, and also any concepts, ideas, or other intellectual property developed for Outsource, regardless of whether the intellectual property is actually used by Outsource. Although it is acceptable for a Field Employee to display and/or discuss a portion or the whole of certain work product as an example in certain situations (e.g., on a résumé), one must bear in mind that information classified as confidential must remain so even after the end of employment, and that supplying certain other entities with certain types of information may constitute a conflict of interest. In any case, it must always be made clear that the work product is the sole and exclusive property of Outsource. Field Employee must be particularly careful in the course of any work they discuss doing, or actually do, for a competitor of Outsource.

You understand that all documents/client information which you have, or will have access to during your employment, are trade secrets and shall be solely the property of the Company. You agree that you will not make copies of any Company related documents nor will you forward any Company related documents to unauthorized persons. You agree that you will not, during your employment or for a period of one year immediately following termination of your

employment, either directly or indirectly call upon or attempt to solicit or take away any of the Company's clients, business products, or services competitive with the Company based on information from the documents/client information. This applies to both attempts to take away the Company's clients or business either for yourself or for any third party.

Recipient agrees that for a period of twenty-four (24) months from the date of Recipient ceasing to be employed by the Company, Recipient shall not either directly or indirectly solicit or recruit any of the Company's employees to leave their employment, or attempt to solicit or recruit employees of the Company, either for the Recipient's own purposes or for any other person or entity.

This policy shall bind and inure to the benefit of the parties hereto and their successors and assigns. This policy shall be governed by the laws of the State of California, without reference to conflict of laws principles. All disputes arising under this policy shall be subject to the exclusive jurisdiction of the state and federal courts of California. This document contains the entire agreement between the parties with respect to the subject matter hereof. If any court determines that any such covenant or agreement is invalid or unenforceable, the remainder of this policy shall not be affected and shall be given full force and effect. Any failure to enforce any provision of this policy shall not constitute a waiver thereof or of any other provision hereof. This policy may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

## Dating

The Company strongly believes that an environment where Field Employee maintains clear boundaries between personal and business interactions is most effective for conducting business. Although this policy does not prevent the development of friendships or romantic relationships between coworkers, it does establish very clear boundaries as to how relationships will progress during working hours and within the working environment. Individuals in supervisor positions or other influential roles are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information, and their ability to influence others.

### Procedures

1. During working time and in working areas, Field Employee are expected to keep personal exchanges limited so that others are not distracted or offended by such exchanges and so that productivity is maintained.
2. Field Employee are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on Company premises, whether during working hours or not.
3. During non-working time, such as lunches, breaks, and before and after work periods, Field Employee are not precluded from having appropriate personal conversations in non-work (lunches, breaks, patio, BBQ parties, etc.) areas as long as their conversations and behaviors could in no way be perceived as offensive or uncomfortable to a reasonable person.

4. Field Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on Company premises, whether during working hours or not.
5. Field Employees who allow personal relationships with coworkers to affect the working environment will be subject to the appropriate provisions of the Company disciplinary policy which may include counseling for minor problems. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.
6. Field Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between managers, Recruiters, and subordinates. Any romantic relationship between a Recruiter and subordinate must be reported to the highest level of management by the individual or by the Recruiter or manager.
7. If the romantic relationship includes the member of the highest management, the member of the highest management must report the existence of the relationship to the Human Resources Department. The situation will be assessed and a recommendation will be made to resolve any actual or potential conflict of interest or impropriety created by the relationship.
8. Failure to make required disclosures or comply with a recommendation to resolve a conflict of interest can result in discipline up to and including termination of employment.

Should the Company become aware of any such romantic relationship, the Company may require that each party to such a relationship sign a written acknowledgment that such a romantic relationship:

- 1) Is of a personal, consensual nature only;
  - 2) Is not in any way the result of any work-related promise, inducement, or coercion by either party;
  - 3) Is not based upon the actual or apparent ability of either party to reward or punish the other party through any actions carried out for or on behalf of the Company, or by either party in their capacity for or on behalf of the Company; and
  - 4) That such relationship shall not be asserted as the basis for any claim, demand or lawsuit against the Company, including, but not limited to, any claim, demand, or lawsuit based on harassment or sexual harassment.
9. Where problems or potential risks are identified, the Company will work with the parties involved to consider options for resolving the conflict. The initial solution will be to make sure that the parties involved no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions, financial transactions, etc. are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage.

10. In some cases, more extreme measures may be necessary such as transfer to other positions or departments. The individual with the more senior position will be considered for transfer first to avoid any perception of retaliation against the less senior person.
11. Refusal of reasonable alternative positions, if available, will be deemed a voluntary resignation.
12. Continued failure to work with the Company to resolve such a situation in a mutually agreeable fashion may ultimately be deemed insubordination and therefore serve as cause for immediate termination. The Company's disciplinary policy will be consulted to ensure consistency, however, before any such extreme measures are undertaken.
13. The provisions of this policy apply regardless of the sexual orientations of the parties involved.
14. Where doubts exist as to the specific meaning of the terms used above, Field Employee should make judgments on the basis of the overall feel and intent of this policy.
15. Any Field Employee who feels that they have been disadvantaged as a result of this policy, or who believes that this policy is not being adhered to, should make their feelings known to the Human Resources Department or other designated individual.

In addition to guidelines addressing Field Employee dating, the Company has adopted guidelines encompassing a Field Employee dating a client or vendor. While the Company does not prohibit consensual romantic relationships, the potential complications resulting from a romantic relationship between a Field Employee and client or vendor are:

- Conflict of interest
- Obstruction of productivity
- Risk related to confidentiality, professionalism and privacy
- Financial risk
- Potential manipulation of either party for personal gain conflicting with business interest.

The sensitivity of the above components may escalate given the increased security of specific Company departments and the scope of business of the client or vendor.

Any Field Employee involved in a romantic relationship with a client or vendor must report it to the Human Resources Department. The situation will be assessed, and a recommendation will be made to resolve any actual or potential conflicts of interest or impropriety created by the relationship. If you find yourself in a relationship or situation that may possibly give rise to a conflict of interest, you must make an immediate disclosure to your Recruiter or the Human Resources Department in order to protect the interests of both the Company and yourself. If the existence of any conflict of interest is determined, the Company will take appropriate corrective action.

# Wages

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## Payment of Wages

For the payroll purposes, the workweek for all Field Employee begins at 12:01 a.m. on Monday and ends at 12:00 midnight on the following Sunday. Every effort is made to avoid errors in your paycheck. Inform your Recruiter and the Payroll Department as soon as possible if you believe an error has been made. We will take the necessary steps to research the problem and to assure that any required correction is made properly and promptly.

### Weekly Payments

All Field Employee of the Company are paid every Friday for work performed during the previous work week. If a regular payday falls on a holiday, Field Employee will be paid the day prior to the holiday.

### Automatic Deposit

The Company offers automatic payroll deposit to your bank account or funding to a Global Cash Card (GCC). You may begin or stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a form (available from the Payroll department or the Human Resources department) and return it to Payroll at least 5 days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

To stop automatic payroll deposit, complete the form available from the Payroll department and return it to payroll at least 5 days before the pay period for which you would like the service to end. You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received no later than 5 days before the end of the pay period.

## Overtime for Non-Exempt Field Employee

Field Employee may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. Sick and holiday pay are not combined with hours worked to calculate overtime. The Company will attempt to distribute overtime evenly and accommodate individual schedules. **All overtime work must be previously authorized by a Recruiter or the Client.** Unapproved overtime will lead to disciplinary action. The Company provides compensation for all overtime hours worked by non-exempt Field Employee in accordance with state and federal law.

## Work Schedules

The Company's corporate office is normally open for business between the hours of 8:30 a.m. ~ 5:30 p.m., Monday through Friday. However, as a Field Employee you do not have a set

schedule. Your Recruiter will assign your individual work schedule based on each assignment. Your start and end time may vary as well depending on the assignment.

## Payroll Deductions

The following mandatory deductions will be made from every Field Employee's gross wages: federal income tax, Social Security FICA tax, and applicable city and state taxes.

Every Field Employee must fill out and sign a federal withholding allowance certificate, IRS Form W-4, on or before his or her first day on the job. This form must be completed in accordance with federal regulations. The Field Employee may fill out a new W-4 at any time when his or her circumstances change. Field Employee who paid no federal income tax for the preceding year and who expect to pay no income tax for the current year may fill out an Exemption Form Withholding Certificate, IRS W4. Field Employee are expected to comply with the instructions on Form W-4. Questions regarding the propriety of claimed deductions may be referred to the IRS in certain circumstances.

Other optional deductions include the portion of group health insurance not paid by the Company as well as parking not paid by the Company, which will be deducted from each payroll check.

Every Field Employee will receive an annual Wage and Tax Statement, IRS Form W-2, for the preceding year on or before January 31. If any Field Employee believes that his or her deductions are incorrect for any pay period, or on Form W-2, they should check with the Human Resources Department immediately.

## Timesheet Submission Requirements

All Field Employee are required to use a timesheet or submit hours online through our website to record time worked for payroll purposes. Field Employee must record their own time at the start and at the end of each work period, including before and after the lunch break. Field Employee also must record their time whenever they leave the building for any reason other than the Company business. Any handwritten marks or changes on the timecard must be initialed by a Recruiter. Entering another Field Employee's timecard, allowing another Field Employee to punch your timecard, or altering a timecard is not permissible and is subject to disciplinary action including termination.

Payroll is processed on a weekly basis. **You are required to submit your own timesheets weekly by 10:00am Pacific Time.** All errors must be reported to the Payroll Department as soon as possible so that changes can be immediately in order to meet the 10am deadline.

Acceptable forms of time submission are via email or fax to your Recruiter or Field Coordinator. When emailing, please ensure to email the appropriate email address for your *specific office location*. The list of email addresses can be found on our website under Field Employee > Resources > Payroll FAQs.

Any errors on your timecard should be reported immediately to your Recruiter & the Payroll Department.

## **Health and Safety**

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## Health and Safety

It is the policy of our Company to provide a safe and healthy workplace. Every Field Employee is responsible for the safety of himself/herself as well as others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times. In compliance with California law, and to promote the concept of a safe workplace, the Company maintains an injury and illness prevention program.

If you feel your work environment is unsafe in any way, please contact us immediately. Employees are responsible for attending scheduled safety meetings; complying with safe and healthy work practices described in Injury and Illness and Prevention Program ("IIPP"); utilizing all office equipment safely in accordance with their design; and immediately reporting any potentially unsafe conditions to the Field Safety Manager.

## Security/Workplace Violence

The Company has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to security personnel. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of facilities, as well as the welfare of our Field Employee, depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your Recruiter or manager when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

The Company has a zero-tolerance for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously and will lead to discipline up to and including termination.

Possession of weapons on Company premises and at Company-sponsored events shall constitute a threat of violence.

It is every Field Employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each Field Employee is expected and encouraged to report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent. You may report an incident to any Recruiter or the Human Resources Department.

A threat includes, but is not limited to, any indication to harm a person or damage Company or client property. Threats may be direct or indirect and they may be communicated verbally or nonverbally.

# Termination

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## **Voluntary Termination**

A Field Employee desiring to terminate employment, regardless of Field Employee classification, is expected to give as much notice as possible. Two (2) weeks or ten (10) working days is generally considered to be sufficient notice time to find a replacement.

Particularly, if a Field Employee joins a competitor or if there is any other potential conflict of interest, management may require the Field Employee to leave the Company immediately rather than work during the notice period. This is not to be construed as a reflection upon the Field Employee's integrity but an action in the best interests of business practice.

All Company-owned property, including vehicles, keys, uniforms, identification badges, tools, and credit cards must be returned immediately upon termination of employment.

## **Termination**

Terminations are to be treated in a confidential and professional manner by all concerned. Management and the Human Resources Department must assure thorough and consistent termination procedures. This policy and its administration will be implemented in accordance with the Company equal opportunity statement.

Either the Field Employee or employer can terminate the employment relationship with the Company at any time and for any reason. The Company subscribes to the policy of employment at-will. Continued employment with the Company is at the sole and exclusive option of Company management. Permanent employment cannot be guaranteed or promised in the absence of a written contract of employment between a Field Employee and the Company. In the case of dismissal, the Company is not required to give any notice.

## Confirmation of Receipt

All Company policies found in the Handbook are designed to outline basic employment policies and practices that may be of interest to Field Employee. Such policies are intended as general policy guidance and are presented only as a matter of information and reference. They are not intended to cover every policy or situation that might arise, nor are they intended to be binding on the Company.

While the Company believes wholeheartedly in the guidelines and framework provided by its policies, the Company also acknowledges that it is not possible to foresee all contingencies or circumstances which may arise. Consequently, the Company recognizes the need to maintain flexibility in its philosophies, interpretations, and application of its policies.

The Company reserves the right, at its sole discretion and at any time, with or without any notice, to rescind, to revise, or to modify all or part of the policies and procedures, or their application, and to interpret and apply any of its policies and policy provisions as it sees fit based on particular facts or changing conditions. In addition, the guidelines described in the Company policies are not to be considered as unilateral expressions of general policy that can be added to, modified, or deleted by the Company, in part or in whole, at any time for any reason, with or without advance notice.

The Company Handbook is not intended to alter the employment status of any Field Employee. Any Field Employee of the Company may terminate the relationship, with or without cause, and without notice, at any time. The Company may similarly terminate the employment relationship, with or without any notice, at any time. No Recruiter or manager or other representative of the Company has authority to enter into an employment agreement for any specified period of time or to make any agreement contrary to the foregoing unless such agreement is in writing and signed by the Field Employee and an officer of the Company.

Please acknowledge that you have read the Field Employee Handbook, in its entirety, by signing below. Your signature represents your agreement to abide by policies herein. You must, as a condition of your continued employment, return this executed acknowledgment to your Human Resources Department for inclusion in your permanent personnel file. It supersedes all prior agreements, understandings, and representations concerning your employment.

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Name (please print)

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Signature

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Date