

# 1-Call Staffing, LLC

## EMPLOYEE HANDBOOK

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# 1-Call Staffing Employee Handbook

## 1. INTRODUCTORY STATEMENT

We are excited for you to begin your employment with 1-Call Staffing, LLC, I-Call Staffing, LLC, or TABAM LLC (For ease of reference throughout this handbook, the three entities shall be referred to together throughout this handbook as “1-Call Staffing” or the “Company”). The Company strives to provide all employees with a work environment that is conducive to both personal and professional growth. This employee handbook is designed to help you get acquainted with the Company, as well as describe in general terms, some of our employment guidelines and policies applicable to your employment. You should read, understand, and comply with all provisions of the handbook. It describes some of your responsibilities as an employee. You will be asked to sign an acknowledgment indicating that you have read and understood the policies contained herein. However, please note that this handbook is not a contract (express or implied) and is not intended to create any contractual or legal obligations on the part of the Company or its employees.

As the Company continues to grow and is required to comply with changing employment laws and regulations, some of the policies contained herein will need to be changed. Therefore, the Company reserves full discretion to add, modify, or delete provisions of this handbook, or the policies and procedures on which they may be based, at any time without advance notice. You will be notified of changes to this handbook as they occur in compliance with applicable law. The only exception is that our policy of at-will employment, which permits either you or 1-Call Staffing to end your employment for any reason at any time, cannot be changed except in a written agreement signed by both you and a Managing Member of 1-Call Staffing. Employees are encouraged to direct any questions to an Operations Specialist or a Managing Member regarding the status of any particular Company policy, practice, or procedure.

Any translation of this handbook is intended solely as a service and a convenience to employees. However, the English version of the handbook is the official Company policy and will be relied upon in all occasions. This handbook supersedes all previous employee handbooks, management memos, and documents which have previously been issued on subjects covered herein. This handbook is the property of the Company, and it is intended for use and reference by employees of the Company. We very much look forward to the beginning of your employment with 1-Call Staffing.

(signature here)

Tom Beller, Managing Member

(signature here)

Matt Beller, Managing Member

## 2. **EMPLOYEE CLASSIFICATIONS**

The following terms, as used throughout this handbook, are defined as follows:

1. Employees – All persons who receive wages from the Company.
2. Regular Full-Time Employees – Those employees who are hired to work at least forty (40) hours per week with the expectation that their service with the Company is of indefinite duration. Regular full-time employees are not guaranteed employment for any specific duration.
3. Part-Time Employees – Those employees who are hired to work fewer than forty (40) hours per week with the expectation that their service with the Company is of indefinite duration. Part-time employees are not guaranteed employment for any specific duration.
4. Field Employees – Employees whose service with the Company is intended to be temporary or for a limited duration. These employees are placed on assignment with the Company's customers. A field employee's classification under this policy does not change merely because the field employee is placed on more than one assignment with one or more of the Company's customers.
5. Non-Exempt Employees – Employees who are eligible for overtime compensation under the Fair Labor Standards Act. These employees receive overtime pay for hours worked over forty (40) hours in a workweek.
6. Exempt Employees – Those employees who are not eligible for overtime pay under the Fair Labor Standards Act and who do not receive overtime pay for hours worked over forty (40) hours in any given week.
7. Managing Member – The Company currently has two Managing Members. The Managing Members are Thomas Beller and Matthew Beller.
8. Operations Specialist – An Operations Specialist is a 1-Call Staffing employee responsible for the recruiting, interviewing, and hiring of field employees. Operations Specialists are responsible for placing field employees on assignment with customers.
9. Worksite Manager – A 1-Call Staffing employee responsible for managing field employees at a particular customer worksite. Not all assignments have a worksite manager. Field Employees will be informed of the identity of their worksite manager, where applicable, by an Operations Specialist.

It is important for each employee to understand his or her employee classification. Do not hesitate to direct any questions regarding your employment classification to the attention of a Managing Member. Field employees should direct questions relating to their customer assignment, such as the length of their assignment or the particular requirements of a customer to an Operations Specialist.

### **3. GENERAL EMPLOYMENT**

#### **3.1 Policy of At-Will Employment**

All employment at the Company is “at-will.” This means that both employees and the Company have the right to terminate the employment relationship at any time, with or without advance notice and with or without cause. Employees also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of the Company. Only a Managing Member of the Company has the authority to alter this arrangement, to bind the Company in an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Any such agreement must be in writing, must be signed by a Managing Member of the Company, and must express a clear and unambiguous intent to alter the at-will nature of the employment relationship.

By accepting employment with the Company, you agree to and understand the “at-will” nature of your employment.

#### **3.2 Equal Employment Opportunity**

It is the Company’s policy to provide equal employment opportunity for all applicants and employees. The Company does not unlawfully discriminate on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, ancestry, age, physical or mental disability, veteran status, marital status, genetic information, or any other basis protected by local, state, or federal law. The Company will also consider reasonable accommodations for qualified individuals with disabilities in the application process or during employment.

The Company prohibits sexual harassment and the harassment of any individual on any of the bases listed above. For information about the types of conduct that constitute impermissible harassment, including, without limitation, the Company’s internal procedures for addressing complaints of harassment, please refer to the Company’s policy against harassment located herein.

The Company’s policy against discrimination applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social and recreational programs. It is the responsibility of every employee to conscientiously follow this

policy. Do not hesitate to discuss a perceived violation of or any questions relating to this policy, the Company's policy against harassment, or other policies contained in this handbook with a Managing Member of the Company.

### **3.3 Accommodations and the ADA**

Employees may occasionally need an accommodation in order to complete the essential duties of their position with the Company. The Company is dedicated to engaging in an interactive dialogue with employees regarding requests for an accommodation. Furthermore, the Company is committed to complying with the Americans with Disabilities Act. Therefore, employees should not hesitate to immediately bring requests for reasonable accommodations to the attention of a **Managing Member**. Requests may be made by directly speaking with a Managing Member and/or by sending an email to admin@1-callstaffing. If a Managing Member is unavailable, employees may also make requests for accommodations to an Operations Specialist. Operations Specialists who receive requests for accommodations must immediately relay the request to a Managing Member.

Requests for workplace accommodations may be made without fear of reprisal. Upon receiving a request for an accommodation, the Company will immediately communicate with the employee to determine what accommodations are available to allow an employee to fulfill the essential duties of the employee's position with the Company. Accommodations may be made on a case-by-case basis subject to the Company's discretion depending on what is reasonable under the circumstances.

### **3.4 Professionalism and Conduct**

As a 1-Call Staffing employee, your conduct and professionalism reflect upon the Company. The successful business operation and reputation of 1-Call Staffing depend upon the integrity, fair dealing, and ethical conduct of our employees. The continued success of 1-Call Staffing is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees are expected to act professionally at all times, and with integrity in order to merit the continued trust and confidence of the public. 1-Call Staffing will comply with all applicable laws and regulations and expects its employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

Importantly, employees should keep in mind that the policies contained herein (such as 1-Call's policy against harassment) apply to employee's conduct inside and outside the workplace.

If a situation arises where it is difficult to determine the proper course of action, do not hesitate to discuss the matter with an Operations Specialist and, if necessary, with a Managing Member of the Company.

Compliance with this policy is the responsibility of every 1-Call Staffing employee. Disregarding or failing to comply with this policy could lead to disciplinary action, up to and including termination of employment.

### **3.5 Immigration Law Compliance**

The Company is committed to employing only workers who are authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986 (IRCA). In accordance with IRCA, each new employee, as a condition of employment, must complete the Employment Eligibility Verification (Form I-9) and present required documentation establishing identity and employment eligibility. The Company participates in the e-Verify program. Field employees with questions regarding this policy should direct them to a Company Operations Specialist or a Managing Member of the Company. All other employees should direct questions regarding this policy to a Managing Member of the Company. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

### **3.6 Separation of Employment Due to Inactivity**

A field employee who has not worked a compensable work assignment for nine consecutive months will be determined to have voluntarily separated from employment with 1-Call. After returning from this prolonged period of inactivity, the employee will be required to undergo 1-Call's procedures for all new applicants. Nothing in this section should be construed to limit an employee's rights under the Federal Family Medical Leave Act, or other applicable federal, state, and local laws prescribing conflicting time periods regarding separation of employment due to inactivity or due to seasonal work.

### **3.6 Workplace Rules and Policies Set Forth in The Application for Employment.**

Every applicant will complete 1-Call's standard Employment Application at the time they apply for employment with 1-Call. The Application will set forth certain terms, conditions and workplace rules applicable to your employment with 1-Call. To the extent there is a conflict between a provision set forth in the Application and this Handbook; this Handbook governs.

## **4. SCHEDULING AND HOURS**

### **4.1 Work Week**

All employees will be paid on a weekly basis for work performed during the prior work week. The Company's work week begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday.



Field employees' daily and weekly work schedules are subject to change depending on the operational and scheduling needs of the customer. Field employees will be informed of their scheduled work hours, meal periods, and break periods by either an Operations Specialist or worksite manager. Field employees should direct any questions regarding scheduling to the Operations Specialist responsible for their assignment.

Regular full-time and part-time employees should direct any questions regarding this policy, their pay schedule, or their work schedule to an Operations Specialist.

Any change regarding the timing of pay periods will be announced as far in advance as possible and in compliance with federal, state, and local law. Any change regarding employees' work schedules will be announced as far in advance as is practical.

## **4.2 Timekeeping**

The Company requires all employees to maintain an accurate record of hours worked each day. Timekeeping methods will vary depending on the employee's classification, as well as a field employee's job assignment. The Company reserves the right to modify the method of timekeeping depending on the Company's needs and that of its customers. Field employees are required to record all time worked in order to be compensated properly, and must promptly notify an Operations Specialist if they perform any work when not "clocked in." Similarly, all regular full-time and part-time employees should notify a Managing Member of work performed when they were not "clocked in." This includes work performed outside of your regular shift such as reviewing or drafting work-related emails, or making or returning work-related phone calls. All employees will be compensated for all hours worked. However, employees should seek authorization from their supervisor prior to working outside of their regularly scheduled hours. Failure to obtain permission to work outside of your regularly scheduled hours, or failing to accurately report overtime hours worked, may result in disciplinary action, up to and including termination of employment.

### **4.2.1 Timekeeping for Field Employees**

Timekeeping methods will vary depending on the worksite to which a field employee is assigned. Some worksites will require timecards, whereas other worksites may require field employees to report their time using a computer program. The Company or the Company's customer to which you have been assigned will provide you with the appropriate tools to record your time.

All employees are prohibited from recording or "punching" time on another employee's behalf or allowing anyone else to record or "punch" time on theirs. Falsifying one's time card or recording time on a co-worker's time card will result in disciplinary action, up to and including termination at the Company's discretion. All time cards, timesheets, or any other method

used to report time will be verified by an Operations Specialist, and in some instances, a field employee's worksite manager depending upon our customer's specifications. All field employees are required to clock out for meals, unless required to work any portion of the employee's meal period. All employees are required to stop working and sign out at the end of their regularly scheduled shift unless expressly authorized to work overtime. Each worksite has different procedures for time cards depending on the specifications of the particular customer. Direct any questions regarding your timekeeping responsibilities to the Operations Specialist responsible for your assignment. Questions regarding timekeeping may also be directed to a Worksite Manager at worksites with a Worksite Manager.

#### **4.2.2 Regular Full-Time and Part-Time Employees**

Regular full-time and part-time employees are required to fill out a paper time sheet and submit the timesheet on a weekly basis to a Managing Member. Regular full-time and part-time employees should direct any questions regarding timekeeping responsibilities to a Managing Member.

#### **4.3 Overtime Scheduling & Pay**

All eligible non-exempt employees will be paid overtime as required by law. All hours worked by non-exempt employees in excess of forty (40) hours in any given work week are overtime hours.

Our business operations do not always permit a uniform schedule. Depending on the needs of customers to whom field employees are assigned, employees may occasionally be required to work overtime. Therefore, in accepting employment with 1-Call Staffing, you may be required to work any reasonable amount of time scheduled to ensure the business needs of the Company and its customers are met. This scheduling could include working overtime or on Saturdays, Sundays, or holidays.

Overtime hours will be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

Field employees must receive authorization to work overtime prior to working overtime hours. While all overtime will be paid as required by law, employees who work overtime without authorization may be subject to discipline up to and including termination of employment. Direct any questions regarding overtime requirements, scheduling, or payment to your Worksite Manager or the Operations Specialist responsible for your assignment.

#### **4.4 Payroll Deductions**

Deductions will be automatically taken from your paycheck in accordance with applicable federal, Arizona, and local law. This may include, but is not limited to, deductions for Social Security (FICA), Medicare, Federal Income Tax, Arizona Income Tax, as well as authorized deductions relating to Company benefit programs. Additional deductions may be taken as required by law or with your authorization and consent.

#### **4.5 Lactation Accommodation**

The Company accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to you. (The availability of break time will vary for field employees depending on the employees' customer assignment.) Please note, if providing such break time would seriously disrupt the operations of our business or of our customer's business, you may be denied additional break time. Employees requiring additional break time beyond the time already provided may be required to "clock out" at the Company's discretion. The Company will make reasonable efforts to provide you with the use of a room or other private location near your work area. However, for field employees working at a customer worksite, the availability of a private location may vary. Please direct any questions regarding this policy to the Operations Specialist responsible for your assignment, or to a Managing Member of the Company. If you desire lactation accommodations, please notify an Operations Specialist or a Managing Member.

### **5. ABSENTEEISM & PUNCTUALITY**

#### **5.1 General**

You are expected to report to work as scheduled and on time. The Company does realize, however, that there may be a time when it is necessary for you to miss an entire shift or part of a shift for some valid reason. When this occurs, field employees must contact both the Operations Specialist responsible for your assignment and your worksite supervisor before your shift begins explaining the need to miss some or part of the shift. See below under the "Notification" section for further information. Regular full-time and part-time employees must contact a Managing Member.

Excessive absenteeism, unexcused absences, tardiness, failure to call or falsifying your reasons for being absent or late can result in disciplinary action up to and including termination of employment. Employees may be required to furnish documentation/proof of absence to an Operations Specialist or a worksite manager upon request, to the extent permitted by applicable law.

## **5.2 Notification**

If an employee anticipates he or she will be absent or late for any reason, the employee should follow these procedures:

1. Field employees should call and notify both the Operations Specialist responsible for their assignment and their worksite supervisor. Regular full-time and part-time employees should call and notify a Managing Member. It is not acceptable to notify a non-supervisory employee of an intended absence.
2. Obtain permission to be absent prior to the start of the scheduled shift, when possible. We understand that occasionally an emergency may prevent an employee from calling until after his or her shift has started, but the circumstances in each case should justify such late calls.
3. If it should ever be necessary for you to ask someone else to notify the appropriate individual on your behalf for you and he or she fails to do so, you will be held solely responsible if that individual fails to deliver the notification.
4. Unless there is a valid excuse for an inability to call to report an absence, the employee will be subject to disciplinary action up to and including termination of employment.
5. If you are absent for two (2) consecutive working days without notifying the appropriate individual(s) listed in step 1 above, you will be deemed to have abandoned your job and voluntarily resigned. Absent extenuating circumstances justifying your inability to communicate with 1-Call, you will not be reinstated.

Failure to follow the notification procedure and keep the Company informed of absences may result in discipline up to and including termination.

## **5.3 Tardy Arrival and Early Departure**

You are expected to be on time for work because you are needed to do an important job. Further, you are expected to work the duration of your scheduled shift and not depart early. If you know in advance that you will be unavoidably late, notify your worksite supervisor as well as the Operations Specialist responsible for your assignment so that your assignment may be covered. You are expected to discuss any problems with the Operations Specialist responsible for your assignment, who will determine if the tardiness was excusable. An accumulation of unexcused absences, tardiness, or leaving early may result in disciplinary action, up to and including termination.

## **6. LEAVES OF ABSENCE**

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

Employees who have worked for the Company for at least twelve (12) months and have worked at least 1,250 hours in the past twelve (12) months and who work at a location where the Company employs at least fifty (50) employees within a 75-mile radius may be eligible for an unpaid leave of absence under the federal Family and Medical Leave Act ("FMLA"). Employees may be approved for an unpaid leave of absence in the following circumstances: (1) for the birth of a son or daughter or assignment of a son or daughter with the employee for adoption or foster care; (2) to care for a spouse, son, daughter, or parent who has a serious health condition; (3) for a serious health condition that makes the employee unable to perform the essential functions of his or her job; or (4) any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

Employees approved for leave under these circumstances are eligible to take up to twelve (12) workweeks of unpaid, job protected leave in a twelve (12) month period. Eligible employees may also take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member with a serious injury or illness, when the employee is the spouse, son, daughter, parent or next of kin of the service member.

Accrued paid time off (PTO) must be used during the period of your approved FMLA leave of absence. See below under the company's PTO policy for further information regarding the application of PTO while an employee is on family and medical leave.

When medically necessary, leave may be taken on an intermittent or reduced work schedule. Leave may be taken in minimum increments of one hour at a time.

If possible, you must provide at least thirty (30) days' advance notice for foreseeable events (such as the expected birth of a child, or planned medical treatment for yourself or of a family member). For events that are unforeseeable, you need to notify the Company as soon as you learn of the need for the leave or otherwise as soon as practical. Failure to comply with these notice requirements may result in deferral of the requested leave.

Leaves of absence must be applied for on a form provided by the Company and must be approved by the appropriate Company representative(s).

For foreseeable leaves of absence, the company requires certification from your health care provider before allowing you a leave for your own serious health condition, or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to care for that family member. When a leave of absence is not foreseeable, employees must provide the required certification within 15 calendar days after the

Company's request for certification, unless it is not practicable under the circumstances to do so despite the employee's good faith efforts. Failure to provide the required medical certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required medical certification within fifteen (15) days of being requested to do so may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by an updated medical certification. Under certain circumstances, the Company, within its discretion, may also require second or third opinions (at its expense) and a fitness for duty report prior to your return to work.

During an approved continuous leave of absence, the Company will continue group health plan coverage (if any) for up to a maximum of twelve (12) weeks (or, if applicable, 26 weeks) in any twelve (12) month period under the same terms and conditions as applied prior to your leave of absence. Upon return from leave, employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Employees who anticipate they will be unable to return by their agreed upon return date must notify the Company as soon they are aware of the delay in their return. Similarly, employees who anticipate they will be unable to return before the expiration of their twelve (12) week maximum leave allotment must notify the Company as soon as they are aware of their inability to timely return to the Company. Although the Company complies with the requirements of the Americans with Disabilities Act vis-à-vis leave as a possible reasonable accommodation for a disability, nothing in this Handbook is intended to create an entitlement to the approval of leave beyond twelve (12) weeks in a rolling twelve (12) month period. Employees who fail to return to work by either their agreed upon return date or before the end of their leave entitlement, and who fail to communicate the same with the Company, may be subject to discipline, up to and including termination of employment.

Leaves of absence provided under the FMLA are job-protected leaves of absence. Employees will not be paid by the Company during FMLA-approved leaves of absence other than for their concurrent use of PTO. Due to the short duration of many field employees' work assignments, their work assignment may end during the time the field employee is out on FMLA leave. In such event, the Company will place a field employee returning from leave in an equivalent position with equivalent pay.

## **6.2 Military Family Leave**

### **6.2.1 Injured Service Members**

Eligible employees who are the spouse, parent, child, or next-of-kin of covered military service members may take up to twenty-six (26) work weeks of FMLA leave within a twelve (12) month period to care for a service member with a serious illness or injury incurred during or in the line of active military duty. Eligible employees can take more than one period of leave if the leave is to care for different covered service members or to care for the same service member with a subsequent service related serious injury or illness so long as it is within the same

twenty-six (26) work week limit. A “single 12 month period” for purposes of military caregiver leave is a rolling twelve (12) month period commencing on the date when an employee first takes leave to care for a covered service member with a serious injury or illness.

### **6.2.2 Members of the Armed Forces, National Guard, or Reserves**

Eligible family members of members of the Armed Forces, National Guard and Reserve Personnel are entitled to take up to twelve (12) work weeks of FMLA leave to manage the military member’s affairs while that military member is on active duty in support of a contingency operation for any “qualifying exigency.” A “qualifying exigency” can include: short notice deployment, military events and related activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, and post-deployment activities. Additional activities to address other events arising from the covered military member’s active duty or call to active duty status may also be deemed a “qualifying exigency” if the employer and employee agree that such leave qualifies, and agree to both the timing and duration of such leave.

### **6.2.3 Medical Certification for Military Leave**

The Company may require a certification for employees taking leave to care for a covered service member.

## **6.3 Jury Duty**

Employees required to serve jury duty will be provided with time off from work in accordance with state and local law. Employees should direct any questions or requests regarding leave for jury duty to a Managing Member.

## **6.4 Military Leave**

The Company will grant employees military leaves of absence to the extent required by applicable federal and state law. Employees should direct any questions or requests regarding Military leave to a Managing Member.

## **6.5 Voting Leave**

The Company will grant employees leaves of absence to the extent required by applicable federal, state, and local law. An employee entitled to vote at the general election held within Arizona is encouraged to perform this important civic duty. Employees should plan to vote outside of normal working hours or by absentee ballot. If, however, the employee’s work schedule does not allow him or her three consecutive hours between the opening of the polls and the beginning of his or her regular work shift, or between the end of his or her regular work shift and the closing of the polls to vote, he or she should notify the Operations Specialist responsible for their

assignment, who will adjust the employee's schedule accordingly. Regular full-time and part-time employees should notify a Managing Member.

## **7. BENEFITS**

### **7.1 Healthcare Insurance**

The Company presently offers group medical, dental and vision insurance to all employees and eligible dependents. Employees are required to pay a portion of the premium through payroll deduction. Information on eligibility requirements and the scope of insurance coverage may be obtained from a Managing Member. Employees may make changes to their benefit choices during the open enrollment period, which typically begins in November. However, certain circumstances outside of the open enrollment period may trigger a qualifying event enabling an employee to make changes to their benefit elections. Employees should consult the plan document applicable to the particular benefit plan for an explanation of qualifying events. The applicable plan document(s) exclusively governs the terms and conditions of the plan. To the extent this policy conflicts with the applicable plan document(s), the plan document(s) governs. Employees may direct requests for a copy of the plan document or questions regarding this policy to a Managing Member.

### **7.2 Life Insurance**

The Company presently offers group term life insurance to all employees. Life insurance may be purchased at the option of the employee. Life insurance benefits are governed by the terms and conditions set forth in the applicable plan document(s) and to the extent anything in this handbook conflicts with the plan document(s), the plan document(s) govern.

### **7.3 Workers Compensation Insurance**

The Company pays the entire amount of the Workers Compensation premium, which provides benefits to employees who experience injury or illness that arise out of the course and scope of their employment. Benefit determinations are governed by law, but it is essential that you report all work-related accidents, injuries, and illnesses immediately to a Managing Member. Benefits provided to injured employees include, but are not limited to, medical care and/or cash benefits to replace lost wages. You should direct any questions regarding this policy to a Managing Member. Benefits are governed by the terms and conditions set forth in the applicable plan document(s) and to the extent anything in this handbook conflicts with the plan document(s), the plan document(s) govern.



## **7.4 Paid Time Off**

1-Call Staffing offers Personal Time Off (PTO) benefits to regular full-time employees in accordance with the provisions set forth below in sections 7.4.1 through 7.4.5 below. Certain 1-Call Staffing officers will be designated to receive PTO benefits in accordance with section 7.4.6 below in place of sections 7.4.1 through 7.4.5. These officers will be notified in their offer letter at or near the time they begin working with 1-Call. Employees should direct any questions regarding their eligibility for PTO benefits pursuant to this policy to a 1-Call Managing Member.

### **7.4.1 Accrual of PTO**

Regular full-time employees accrue PTO in accordance with the following policy:

Years of Service	Hours awarded in lump sum if employed as of January 1*	Hours accrued thereafter each month during the same calendar year	Maximum Annualized Hours
0-5	40	3.333	80
5 or more	40	6.666	120

\*(Pro-rated by month if not employed as of January 1)

Part time and field employees are not eligible for PTO. PTO pay consists of the employee's regular wages, and is excluded from the calculation of overtime.

### **7.4.2 Carry Over of PTO and Cap on Accrual**

Because PTO is primarily intended for rest and recreation or other personal time, employees will be limited to carry over only 40 hours of PTO from one calendar year to the next. Employees may accrue up to a maximum of 160 PTO hours in any calendar year. Once you have accrued your maximum hours, you will cease to accrue additional PTO until you have utilized some of your accrued, but unused PTO. Employees are not entitled to payment in lieu of PTO and will not be compensated for unused PTO at separation of employment, regardless of the reason for separation. No PTO is earned during the benefits waiting period or while on a leave of absence.

### **7.4.3 Use of and Reporting PTO**

PTO may be utilized by eligible employees for rest, recreation, or other personal activities. PTO may also be utilized by eligible employees as sick leave. Employees who request family or medical leave pursuant to the Company's family and medical leave policy must apply

any available accrued PTO to their family or medical leave, which shall run concurrently until the paid PTO is exhausted.

PTO may be taken in hourly increments. An employee's PTO accrual rate is calculated, adjusted, and maintained by payroll. It is important to report use of PTO accurately and honestly. Failure to do so may result in disciplinary action, up to and including termination of employment.

Employees should submit PTO requests for planned time off to a Managing Member at least two (2) weeks prior to the requested time off, or if impossible to do so, as far in advance as possible. Although the Company will make reasonable efforts to accommodate requests in scheduling PTO, except as otherwise required by law, approval of requests for PTO is subject to the Company's discretion based on then-existing business needs and that of the Company's customers' business needs.

#### **7.4.4 Holidays Occurring During PTO**

The Company observes Federal holidays. If an observed Federal holiday occurs during an employee's scheduled PTO, no deduction from accrued PTO will be made on the holiday.

#### **7.4.5 Probationary Period for Use of PTO**

Although eligible employees begin accruing PTO as of their first day of employment with 1-Call, eligible employees may not use PTO until after completing ninety (90) days of continuous employment with 1-Call.

#### **7.4.6 PTO for Designated Officers**

Certain 1-Call officers will be provided PTO benefits in accordance with this section 7.4.6 in place of PTO benefits provided to other regular full-time employees in accordance with sections 7.4.1 through 7.4.5. 1-Call officers that qualify for PTO in accordance with this section will be notified *in writing* through their offer letter or a similar written communication setting forth terms and conditions of employment at or near the time they begin working with 1-Call ("Designated Officers").

Designated Officers are permitted to take PTO beginning on the first day of their employment without a cap on accrual or use of PTO hours.

Designated Officers must provide notice of the expected dates for PTO and the duration of PTO prior to taking PTO. PTO must be approved before the Designated Officer takes time off from work using PTO. Exceptions will only be made in emergency circumstances.

Designated Officers will not receive payment for unused PTO hours at any time, including but not limited to at separation of employment.

Notwithstanding the PTO granted under this policy, regular attendance is expected from Designated Officers. Moreover, taking of PTO should not interfere with Designated Officers' individualized work objectives, performance goals and targets, service to 1-Call clients, and other job responsibilities and requirements. Nothing in this policy should be construed as a waiver of 1-Call's policy of at-will employment. 1-Call reserves the right to discipline any employee for violation or abuse of this policy up to and including termination of employment.

## **7.5 Paid Sick Time**

**Application:** This policy is applicable to all 1-Call employees, regardless of the employee's classification.

**Purpose:** From time to time, employees may require time away from work to attend to their own or a family member's illness (physical or mental), injury or health condition. The purpose of this policy is to provide employees with paid sick time (PST) away from work to tend to the employee or employee's family members illness, injury, or health condition. PST under this policy must be used consistent with the provisions of this policy set forth below, specifically below under "Permissible Use." Employees may use paid sick time consistent with this policy without fear of reprisal or retaliation.

**Permissible Use:** PST may be used by an employee for an employee's own or an employee's family member's mental or physical illness, injury or health condition, including the employee's or family member's need to seek diagnosis, care, or treatment for such illness, injury, or condition. PST may be used in any manner consistent with Arizona's Fair Wages and Healthy Families (AFWHA). Employees should direct questions regarding permissible use of PST to a 1-Call Operations Specialist or Managing Member. An employee's failure to use PST for a permissible purpose may result in (i) the denial of PST; and (ii) discipline up to and including termination of employment. Additionally, an employee's attempt(s) to use PST for an impermissible purpose may result in discipline up to and including termination of employment.

**Use Maximum:** Employees may use up to a maximum of forty (40) hours of PST per calendar year regardless of the number of accrued hours available to the employee. Employees must have accrued PST available prior to using PST. PST may be used in increments equal to the lowest increment of time used to track and record each employee's time.

**Accrual Rate:** All employees accrue PST at a rate of one (1) hour for every thirty (30) compensable hours worked. PST hours will only be accrued based on compensable hours worked. Field employees who are in between assignments and awaiting assignment will not

accrue PST during idle non-compensable time in between assignments. Employees may accrue up to maximum of forty (40) hours of PST per year. Employees who have banked eighty (80) hours of PST will cease accruing additional PST until the employee uses PST that lowers their banked hours below eighty (80). Use of PST must at all times be consistent with this policy.

Carryover of accrued PST: Accrued but unused PST hours will be carried over at the end of the year.

Requests for Time Off: Employees who wish to use PST must communicate their desire to use PST to a 1-Call Operations Specialist or Managing Member. When possible, the employee must communicate the expected duration of PST.

Occasionally, the use of PST may be foreseeable in advance. For instance, an employee may schedule a medical procedure well in advance of the date the employee requires time off. In these instances, when the use of PST is foreseeable, 1-Call requires that the employee provide notice of the need for PST as far advance of the use of PST as possible. Employees should notify their supervisor of their PST requests. Additionally, 1-Call requires that employees make a reasonable effort to schedule the use of PST in a manner that does not disrupt the business of the company or interfere with known critical work schedules.

1-Call understands that an employee may occasionally be confronted with emergencies, medical necessities, or unexpected occurrences for which the employee may be unable to provide advance notice prior to the use of PST. In this circumstance, 1-Call requires the employee to contact 1-Call as soon as practicable to inform 1-Call of the employee's need for PST and the expected amount of time the employee will need away from work. If the employee expects to miss time on an assignment for consecutive days, the employee should remain in contact with 1-Call during the employee's time away from work on a daily basis in order to keep 1-Call informed of the employee's expected return date.

PST Must Be Requested and Reflected During Correct Pay Period: PST requests are part of the normal payroll process. Thus, PST must be reflected on the employee's time card during the same pay period in which the employee used the PST. For purposes of this PST policy, 1-Call's standard pay period **begins on Monday at 12:00 a.m. and ends on Sunday at 11:59 p.m.** Thus, requests for payment of PST must be made to 1-Call **by every Monday at 10:00 a.m.** for PST taken during the previous work week. Employees are required to meet this deadline regardless of whether the client for whom work is performed operates on a different standard work week and/or pay period than 1-Call's standard pay period. Failure to submit PST requests by this deadline – absent circumstances making it impossible for you to do so – may result in (i) denial of PST; and (ii) discipline. Employees should direct questions regarding the proper method for reporting PST on their time cards to an Operations Specialist. Falsifying time cards or information on an employee's own time card or another employee's time card is subject to discipline up to and including termination of employment.

Medical verification: For absences of three consecutive days or longer, 1-Call may request the employee provide documentation signed by a health care provider that sick time is necessary.

90-day restriction on new-hires: All employees begin accruing PST as of their date of hire. However, employees hired on or after July 1, 2017 cannot use PST until ninety (90) days after their date of hire. "Date of hire" for purpose of this PST policy is defined as the first day during which the employee works compensable time.

Use prohibited during idle time or holiday closures: Field employees understand that the nature of their employment with 1-Call is such that the availability of work assignments is subject to the changing demands and needs of 1-Call customers. As a result, field employees may experience idle time after the completion of an assignment while they wait to be placed on a subsequent assignment. Because field employees do not receive compensation during this idle time, the use of PST during this time is prohibited. Employees should direct any questions regarding this provision, this policy, or general questions regarding their time in between assignments to an Operations Specialist or a Managing Member.

For field employees, work closures due to holidays are treated the same as idle time. Field employees are not entitled to pay on days that client's jobsite is closed due to observance of holidays. Therefore, field employees may not submit PST requests on holidays upon which they are not scheduled to perform compensable work.

Separation of Employment: A field employee who has not worked a compensable work assignment for nine consecutive months will be determined to have voluntarily separated from employment with 1-Call.

No payment of PST: Accrued but unused PST will not be paid during an employee's employment with 1-Call. Additionally, accrued but unused paid sick time will not be paid at an employee's separation of employment regardless of the reason(s) for the separation.

Applicable Law: This policy is intended to comply with the AFWHFA. Nothing in this PST policy is intended to diminish rights conferred by other applicable local, state, or federal law(s) such as the FMLA or ADA.

Employees are encouraged to direct all questions regarding this PST policy to a 1-Call Operations Specialist or Managing Member.

## **8. JURY DUTY**

All regular full-time employees who must miss work because of required jury duty shall be paid wages amounting to the difference between their regular rate of pay and the amount received

for jury duty, up to a maximum of sixteen (16) hours straight time pay in any consecutive twelve (12) month period. Jury duty service payments will be made only upon presentation of the proper certificate covering such service. Jury duty time will not count as time worked for purposes of computing overtime pay.

The Company asks that employees advise the Company as soon as practical upon receiving a jury duty notice. Employees submitting requests for pay under this policy should submit the requests to a Managing Member. The request will not be processed until the employee provides the Managing Member with proof of jury service and receipt of payment. As a result, payment of benefits pursuant to this policy may be delayed up to several pay periods.

Benefits available under this jury duty policy are not available to part-time and field employees. The Company will provide time off from work in accordance with applicable law for such employees, but will not pay wages for their jury service.

Any questions regarding leave in connection with jury duty should be directed to a Managing Member.

## **9. SAFETY**

The Company is committed to in providing a safe and healthful work environment for employees, customers, guests and visitors. Accordingly, the Company has established a workplace safety program. This program is a top priority for 1-Call Staffing. Its success depends on the alertness and personal commitment of all employees. Some of the best safety improvement ideas come from employees. The Company encourages employees to take a proactive role by voicing safety concerns and suggestions for improvement to an Operations Specialist or a Managing Member. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Safety rules will vary from customer to customer. Therefore, field employees must familiarize themselves with the safety rules of each customer with which they are placed on assignment. Employees are expected to obey both Company safety rules as well as safety rules established by customers. Employees must immediately report any unsafe condition to an Operations Specialist or a Managing Member. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify an Operations Specialist or a Managing Member.

Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

## **10. PROBLEM RESOLUTION AND OPEN DOOR POLICY**

1-Call Staffing is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which employees feel empowered to present any problem, complaint, suggestion, or question to the attention of the Company. 1-Call Staffing may often not be able to remedy perceived problems relating to an employee's working conditions unless the employee brings it to the attention of 1-Call Staffing.

Therefore, employees are encouraged to bring forth concerns relating to the conditions of their employment to their supervisor or the Operations Specialist responsible for their assignment. Additionally, if employees disagree with established rules of conduct, policies, or practices, they can express their concern to an Operations Specialist or to a Managing Member. No employee will be penalized, formally or informally, for voicing a good faith complaint with 1-Call Staffing in a reasonable, professional manner.

Field employees should first present the problem, concern, or report of an to their Worksite Manager or the Operations Specialist responsible for their assignment in a timely manner. If the Worksite Manager or Operations Specialist is unavailable or the employee believes it would be inappropriate to contact these individuals, the employee should present the problem directly to a Managing Member. Worksite Managers and Operations Specialists who receive employee complaints should immediately address these complaints with a Managing Member.

Regular full-time and part-time employees should directly address a problem, concern, or report with a Managing Member.

## **11. POLICY AGAINST HARASSMENT**

### **11.1 Purpose Of Policy**

The Company is committed to providing a workplace free of sexual harassment (which includes harassment based on gender, pregnancy, childbirth, or related medical conditions), as well as other forms of harassment that create a hostile work environment for 1-Call employees. This includes prohibiting harassment based on such factors as race, color, creed, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, family or medical leave status, veteran status, genetic information, or any other basis protected by federal, state, and/or local laws. The Company strongly disapproves of and will not tolerate harassment of its employees by managers, supervisors, co-workers, or by any third party, including our customer's employees. Employees are encouraged to immediately report perceived harassment

caused by an employee or supervisor employed by a 1-Call customer to a 1-Call Operations Specialist or to a Managing Member. Additionally, the Company will not tolerate harassment by its employees of nonemployees with whom the Company has a business, service, or professional relationship. The Company also prohibits harassment by non-employees in the workplace.

### **11.2 Harassment Defined**

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with an employee's work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and includes, but is not limited to, the following: slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons based upon an employee's sex, race, color, national origin, religion, age, physical disability, mental disability, medical condition, ancestry, marital status, genetic information, family or medical leave status, veteran status, or any other basis protected by federal or state laws.

Sexually harassing conduct in particular can include all of these prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, jokes or remarks with sexual content, persistent pursuit of dating or sexual relationships with employees, and other unwelcome sexual advances. Sexual harassment may also take the form of making implicit or explicit sexual requests a condition of employment or in exchange for beneficial terms and conditions of employment. Sexually harassing conduct can be by a person of either the same or opposite sex.

### **11.3 Reporting and Investigating Harassing Conduct**

The Company understands that victims of harassment are often embarrassed and reluctant to report acts of harassment for fear of being blamed, concern about being retaliated against, or various other legitimate concerns. However, no employee should have to endure harassing conduct, and the Company therefore encourages employees to promptly report any incidents of harassment so that corrective action may be taken. Any incidents of harassment, including work-related harassment by any Company personnel or any other person, should be reported as soon as possible to a Managing Member. An employee is not required to complain to a Managing Member if that person is the individual who is harassing the employee, but may instead report the harassment to an Operations Specialist. Operations Specialists and worksite managers who receive complaints, or who observe, or are otherwise made aware of harassing conduct, should immediately inform the Company's Managing Members so that an investigation



may be initiated. An Operations Specialist or Worksite Manager's failure to timely report incidents of harassment to the Company's Managing Members may result in discipline up to and including termination.

Every reported complaint of harassment will be investigated thoroughly and promptly. While investigations will vary depending on the circumstances, they will typically involved interviewing all parties with knowledge regarding the alleged harassment. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation. The appropriate Company official responsible for the investigation will notify the victim of the results of the investigation. Employees are encouraged to contact a Managing Member or when appropriate, an Operations Specialist, regarding any violation of this policy.

Reports may be made without fear of retaliation. The Company will not tolerate retaliation against any employee for making a complaint of harassment or for cooperating in an investigation

#### **11.4 Corrective Action**

If harassment or retaliation is established, the Company will take corrective action. The Company reserves full discretion to identify and implement the appropriate corrective action on a case-by-case basis. The appropriate form of corrective action will vary depending on the circumstances. Examples of potential corrective action may include the following: training, referral to counseling, or disciplinary action including but not limited to, unpaid leave and termination of employment, depending on the circumstances. With regard to acts of harassment by customers or vendors, including incidents involving customers' employees, appropriate steps will be taken after consultation with the customers' management personnel.

### **12. DRUG AND ALCOHOL-FREE WORKPLACE POLICY**

The Company is committed to protecting the safety, health and well-being of all employees and other individuals in the workplace. Employees who are under the influence of a drug or alcohol on the job compromise the Company's interests, and endanger their own health and safety and the health and safety of others. Substance abuse in the workplace can also cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, and inferior quality in products or service. To this end, the Company is committed to providing a work environment that is free of alcohol and illegal drugs.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment, and operations, the Company has established this Policy concerning the use of alcohol and drugs in accordance with A.R.S. § 23-493 *et seq.* As a condition of continued employment with the Company, all employees must abide by this Policy.

## 12.1 Definitions

As used in this policy, the following terms shall have the following meanings:

a. **“Drug”** means any substance considered unlawful under the Controlled Substances Act, or the metabolite of the substance. For purposes of this policy, this definition includes marijuana used for recreational purposes. However, this definition does not include *medically prescribed* marijuana.

b. **“Property”** includes the offices and property of 1-Call Staffing, as well as the offices and property of 1-Call Staffing’s customers and clients with whom field workers are placed on assignment.

## 12.2 Discipline

A first violation of this Drug and Alcohol-Free Workplace policy will result in discipline up to and potentially including termination of employment. Appropriate disciplinary action will be taken within the Company’s discretion. Other intervening disciplinary action may include issuing a final written warning and immediate suspension without pay for a period of calendar days. A second violation of this policy will result in immediate discharge.

In certain circumstances, the Company may choose not to discharge an employee for a first violation of this policy if the employee satisfactorily participates and completes an approved drug or alcohol abuse assistance or rehabilitation program when recommended by the Company. However, participation in such a program does not limit the Company’s right to discipline or terminate an employee for a violation of this policy.

## 12.3 Standards of Conduct

a. The following constitute the Company’s rules regarding substance abuse:

- i) All employees are prohibited from being under the influence of Drugs and alcohol during their scheduled working hours.
- ii) All employees are prohibited from working while impaired by any substance, including but not limited to medically prescribed marijuana, Drugs, prescribed medicine, alcohol, or over-the-counter medicine.
- iii) Employees may not use, sell, transfer, or manufacture Drugs, alcohol, or medically prescribed marijuana while on the Company’s property or while performing Company business.
- iv) No prescription medicine may be brought on Company property by any person other than the person for whom it is prescribed. Medically prescribed marijuana may not be brought on Company property by any

person, including the employee for whom it was prescribed. Drugs may not be brought on Company property. Prescription medicine and medically prescribed marijuana may be used only in the manner, combination and quantity prescribed.

- v) If the use of any substance, including prescribed medicine, over-the-counter drugs, or medically prescribed marijuana affects behavior and job performance, employees should advise their supervisors of the possible impairment of their behavior and job performance. Employees may not work while impaired by the use of legal drugs, particularly if the impairment might endanger the employee or someone else, pose a risk of significant damage to Company property, or substantially interfere with the employee's job performance. If an employee is impaired by the use of legal drugs, he or she should not report to work. To accommodate the absence when the impairment is on account of prescribed or over-the-counter drugs, the employee may use accrued PTO. Nothing in this policy is intended to sanction the use of accrued PTO to accommodate absences due to the abuse of legal drugs or the use of Drugs (as that term is defined above). Further, nothing in this policy is intended to diminish the Company's commitment to employ and reasonably accommodate qualified disabled individuals. The Company will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability.
- vi) An employee who is convicted under a criminal drug statute may be deemed to have violated this policy. Employees must notify the Company of any conviction under a criminal drug or alcohol statute for a violation occurring in the workplace or during any Company-related activity or event. Employees must notify the Company within five days after any such conviction. The Company will report criminal convictions when required by federal, state, or local law.
- vii) The Company or the Company's customers may make alcohol available for consumption at certain events, such as social functions. The reasonable and limited consumption of alcohol at these events by employees over the age of 21 does not violate this policy. Employees are encouraged to use appropriate discretion when participating in social functions, and are reminded that the Company's policies apply equally in social event settings as in the workplace.

b. Violation of the above standards may result in disciplinary action, up to and including termination of employment, or in the case of a job applicant, in the rescission of a conditional offer of employment. The specific disciplinary action taken is dependent upon the circumstances of each particular violation, and the nature and severity of the conduct involved. The Company reserves discretion to take appropriate disciplinary action depending on the circumstances, which may include, termination of employment for a first offense. If a positive test result is the basis for disciplinary action, the employee or applicant will be provided an opportunity to explain the results of the test prior to the disciplinary action or rescission of a conditional offer

of employment. Action taken in response to violations of this policy may include any or all of the following, in addition to all methods of discipline ordinarily available to the Company for violations of Company policy:

- i) Suspension of the employee, with or without pay, for a designated period of time;
- ii) Termination of employment;
- iii) Referral to appropriate state, local, or federal law enforcement agencies;
- iv) Probation for a specified amount of time; and
- v) Order that the employee completes an approved drug and alcohol assistance or rehabilitation program as explained in section (c).

c. In certain circumstances, the Company may choose not to discharge an employee for a first violation of this policy if the employee satisfactorily participates and completes an approved drug or alcohol abuse assistance or rehabilitation program when recommended by the Company. However, participation in such a program does not limit the Company's right to discipline or terminate an employee for a violation of this policy.

## **12.4 Testing Policy**

This testing policy applies to all employees and applicants.

a. Periodic Drug or Alcohol testing may be conducted under the following circumstances:

- i) At the time of application for employment;
- ii) On a random basis;
- iii) If the Company believes that an employee has been observed possessing or using a Drug or other substance on the job in violation of this policy;
- iv) When the Company reasonably believes that an employee is impaired while working, while on Company property during working hours or while engaged in Company business;
- v) Any employee who has had a positive Drug test may be subjected to additional testing which may be performed either periodically or randomly, for a period of one year from the date of the positive Drug test;
- vi) After a workplace injury or accident to determine the cause of the accident.

- vii) If the Company has reasonable suspicion that an employee may be affected by the use of drugs or alcohol and that the use may adversely affect the job performance or the work environment.
- viii) Employee's in safety-sensitive positions may subject to periodic testing in order to maintain safe conditions for employees, customers, clients, or the public at large.

b. Following a positive test result, employees have the right to explain that result, upon request, in a confidential setting. A positive result that reveals a violation of this Drug & Alcohol policy will result in disciplinary action up to and including termination of employment. Disciplinary action may include additional random or periodic testing.

c. Refusal to participate in testing when requested to do so, or refusal to accept the terms and conditions of testing as specified in this policy, may result in disciplinary action, up to and including termination of employment. Prospective employees who refuse to undergo testing are not eligible for hire and will have a conditional offer of employment – if one is made – rescinded. The offer of employment for prospective employees is conditioned on a negative test result. Applicants will be informed of the Company's drug testing policy in the employment application.

d. Employees have the right, upon written request, to obtain a copy of the written test results.

e. The Company will not release information relating to testing, including test results, to any third parties except upon written authorization of the employee, or when legally compelled to do so.

## **12.5 Testing Procedures**

Substances that may be tested for include Drugs, marijuana, and/or alcohol. The following testing methods and procedures will be followed:

a. Testing will ordinarily be conducted during, immediately before, or immediately after, regularly scheduled work periods. For current employees, time spent in testing, and in traveling to and from the regular work site to the place of testing, is considered compensable work time.

b. Whenever a test is done at the request of the Company pursuant to this policy, the Company will pay the actual costs of the testing. In addition, when testing is done at locations other than an employee's normal work site, the Company will pay reasonable transportation costs for travel to and from the work site to the testing location.

c. Procedures for Drug Testing: The Company administers an oral drug test in the nearest Company branch location to the employee. The test is administered by an Operations Specialist who is trained and familiar with the proper procedures required to conduct the test. If an Operations Specialist is the subject of the drug testing, the test will be administered by a

Managing Member who is trained and familiar with the proper procedures required to conduct the test. If the initial drug testing results in a positive result, the Company shall administer a second drug test in order to verify the results of the initial screening. The second test will be conducted by urinalysis at a nearby laboratory certified to conduct testing by urinalysis. The procedures used by the laboratory will comply with applicable laws, rules, and regulations required to ensure the reliability of the test results, including confirmation of any positive drug test result by use of a different chemical process from the initial test. Employees required to conduct a second drug test must report to the laboratory conducting the test and complete the test the same day as the first test. If impossible to complete the second test within the same day as the first test, the employee must complete the second test at the beginning of the next work day following the first test. Failure to timely complete the test will be viewed the same as a refusal to request the second test. The first and second drug tests will both be conducted at the Company's expense. If the results of the second test conflict with the results of the first test, the Company will rely on the results of the second test. A positive test result may result in discipline, up to and including termination of employment. Rejecting the option of conducting a urinalysis following an initial positive drug test result will be deemed a violation of this policy, which may result in discipline, up to and including termination of employment.

- d. Testing shall be conducted under the following conditions:
- i) Sample collection shall be performed under reasonable and sanitary conditions.
  - ii) Sample collections shall be labeled in such a way as to reasonably preclude the possibility of misidentification of test results.
  - iii) Prior to testing, the individual shall be provided with an opportunity to notify the Company of any information relevant to the test, including identification of currently or recently used prescription or non-prescription medications, and other medical information. Employees should notify the Company if they are a qualifying patient holding a valid medical marijuana identification card prior to testing.
  - iv) Sample collection, storage, and transportation, where necessary, shall be performed in a manner reasonably designed to preclude the possibility of sample contamination, adulteration, or misidentification.
  - v) Sample testing will be done in such a way as to comply with scientifically accepted analytical methods and procedures, and by a laboratory approved or certified in a manner that complies with A.R.S. § 23-493 et seq.
  - vi) Positive Drug test results shall be confirmed by a subsequent test, using a different chemical process than used in the initial drug screen. Confirming tests will be conducted by a chromatographic technique or another comparably reliable analytic method.

e. Any employee subject to testing under this policy will be asked to sign a form acknowledging the procedures governing testing and consenting to (1) the collection of a urine sample for the purpose of determining the presence of alcohol or drugs, and (2) the release to the Company of medical information regarding the test results. Refusal to sign the agreement and consent form, or to submit to the drug test, will result in the revocation of an applicant's job offer, or will subject an employee to discipline up to and including termination.

f. All drug testing-records will be treated as confidential except as needed to enforce this policy and to the extent permissible by law. Employees may, upon request, explain in a confidential setting, a positive test result.

### **13. SMOKING/TOBACCO USE**

Smoking and chewing tobacco is not allowed inside a Company building or the building of a customer. Smoking and chewing of tobacco is confined to designated smoking areas only. The availability of smoking designated areas may vary depending on the customer worksite to which field employees are assigned. Field employees must comply with the smoking and tobacco use policies of the Company's customer with which they are placed on assignment. The Operations Specialist responsible for a field employee's assignment or a field employee's Worksite Manager can provide information regarding the customer's smoking and tobacco use policies. Regular full-time and part-time employees should direct any questions regarding this policy to a Managing Member.

### **14. WORKPLACE VIOLENCE PREVENTION**

1-Call Staffing is committed to preventing workplace violence and to maintaining a safe work environment. 1-Call Staffing has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees must be treated with courtesy and respect at all times. This includes all of our customer's employees with whom field employees are placed on assignment. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Except as expressly allowed by state law, firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of 1-Call Staffing or the premises of a 1-Call staffing customer without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's gender, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to an Operations Specialist or a Managing Member. This includes threats by employees, as well as threats by customers, customers' employees, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible. Operations Specialists and worksite managers are required to pass along reports by employees to a Managing Member of the Company.

All suspicious individuals or activities should also be reported as soon as possible to an Operations Specialist or a Managing Member. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening. 1-Call Staffing will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment.

1-Call Staffing encourages employees to bring their disputes or differences with other employees to the attention of an Operations Specialist or a Managing Member before the situation escalates into potential violence.

## **15. DISCIPLINE AND MISCONDUCT**

To ensure orderly operations and provide the best possible work environment, 1-Call Staffing expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. Some of these rules of conduct are set forth in the 1-Call Employee Application that each employee completes at the beginning of employment with 1-Call

1-Call reserves discretion to determine the appropriate level of discipline on a case-by-case basis depending on the circumstances. Discipline may include, but is not limited to, written and/or verbal warnings, paid and/or unpaid leaves of absence, and termination of employment. Although 1-Call may determine that a lesser form of discipline is warranted for lesser first-time offenses, nothing in this policy should be construed as altering the at-will nature of an employee's employment with 1-Call. 1-Call reserves the discretion to terminate an employee's employment for a first offense.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following is a non-exhaustive list of examples that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property;



- Falsification of an employee's own timekeeping records;
- Falsification of another employee's timekeeping records;
- Working under the influence of alcohol or illegal drugs;
- Working while substantially impaired by illegal drugs, legal drugs, or alcohol;
- Fighting or threatening violence in the workplace;
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property;
- Insubordination;
- Refusal to follow lawful instructions by a Managing Member, an Operations Specialist or worksite manager;
- Violation of the Company's or the Company's customer's safety rules;
- Sexual or other unlawful harassment;
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace, except as expressly authorized by law;
- Excessive absenteeism or any absence without notice;
- Unauthorized disclosure of business secrets or confidential information;
- Unsatisfactory performance or conduct;
- Violation of any of the policies in this Handbook or of any of the rules set forth in the Employment Application.

Nothing in this policy is intended to change 1-Call Staffing's at-will employment policy. Notwithstanding the examples of misconduct listed herein, the Company may terminate the employment relationship with an employee at any time, with or without cause, and with or without advance notice.

### **15.1 Dress Code**

Field employees are required to comply with the dress and safety requirements of the Company's customer(s) with which they are placed on assignment. Differences in the type of work performed and/or the customer's business will inevitably result in different dress and appearance

for each worksite. Field employees are expected to discuss the dress requirements for their assigned worksite with the Operations Specialist responsible for their assignment prior to beginning their assignment. In particular, field employees must familiarize themselves with the particularized safety requirements for each location and comply at all times with safety requirements, including, but not limited to wearing safety goggles, safety masks, safety footwear, and any other safety items required by their specific work environment. When in doubt, an Operations Specialist can guide you in what is required and appropriate for your location.

Regular full-time and part-time employees should dress appropriately in “business casual” attire and are expected to use professional judgment at all times with regard to dress and personal hygiene. Regular full-time and part-time employees should direct questions regarding this policy to a Managing Member.

Employees who require a special accommodation for clothing or work attire should communicate this to the Operations Specialist responsible for their assignment or to a Managing Member. The Company will make efforts to make reasonable accommodations upon request.

Employees who are in violation of this policy may be sent home and directed to return to work in a manner that complies with applicable dress and safety requirements. Employees who are in violation of this policy may be disciplined up to and including termination of employment.

## **16. PROTECTION AND RETURN OF COMPANY PROPERTY**

The security of both the Company’s property and the Company’s customers’ property is of vital importance to the Company. Property includes not only tangible property, such as files, documents, desks, computers and software, but also intangible property such as information, know-how, and trade secrets. All employees share responsibility to ensure that proper security is maintained at all times.

### **16.1 Proprietary and Confidential Information**

Proprietary information includes all information relating in any manner to the business of the Company and its customers, clients, affiliates, consultants, and business associates produced or obtained by Company employees during the course of their work. Employees will be exposed to proprietary information during the course of their employment. Some of this information will include confidential information that is not known to anyone outside the Company. Examples of confidential information include, but are not limited to customer lists, customer files, pricing lists, personnel files, financial and marketing information, process descriptions, research plans, formulas, electronic codes, and trade secrets.

The Company has developed its proprietary and confidential information through considerable time, effort, and expense. Similarly, the Company’s customers have developed their

respective confidential information, trade secrets, and know-how through great time, effort, and expense. Therefore, protecting both the Company's information as well as that of its customers is of paramount importance to the Company. All employees are expected to take great care to ensure that the Company's and the Company's customers' proprietary and confidential information is not – inadvertently or intentionally – misappropriated by a third party. Employees must not use or disclose any proprietary or confidential information that they produce or obtain during employment with the Company, except to the extent such use or disclosure is required by their jobs. This obligation continues even after an employee's employment relationship with the Company ends.

All employees must observe good security practices. Employees are expected to keep proprietary and confidential information secure from outside visitors and all other persons who do not have legitimate reasons to see or use such information. Employees are not to remove Company property without authorization. In addition, employees are expected to comply with Company policies regarding the authorized and secure use of the Company's computer technology. Failure to adhere to Company policies regarding proprietary and confidential information may result in discipline, up to and including dismissal.

## **16.2 Obligations on Termination or Separation of Employment**

Upon termination or separation of employment, whether voluntary or involuntary, all Company documents, computer records, and other tangible property of the Company in the employee's possession or control must be returned to the Company.

Employees are responsible for all Company property, materials, or written information issued to them or in their possession or control. Employees must return all Company property immediately upon request, or upon termination or separation of employment. Where permitted by applicable law, the Company may withhold from the 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.

## **17. EXPENSE REIMBURSEMENT**

The Company may, within its discretion, reimburse certain employee expenses incurred in the course of an employee's duties for the Company. Requests for reimbursement must be preapproved by a Managing Member prior to incurring the expense. Employees should submit reimbursement requests for approval and reimbursement to the appropriate Managing Member on the Company-approved reimbursement form.

## **18. TECHNOLOGY AND INTERNET POLICY**

Depending on an employee's job classification and responsibilities, access to technology resources is necessary for the performance of the employee's job duties. The Company provides various technology resources to these employees, such as access to the internet, to assist them in performing their job duties. Not all employees will be provided with technology resources. For the purpose of this policy, "Technology Resources" consists of all electronic devices, software, and means of electronic communication provided to employees by the Company or the Company's customers including, but not limited to, the following: personal computers and workstations; laptop computers; tablets; mobile devices; mini and mainframe computers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet; electronic mail; telephones; cellular phones; personal organizers; pagers; and voicemail systems.

Each employee has a responsibility to use Technology Resources in a manner that increases productivity and is respectful of other employees. Computers, computer files, the e-mail system, and software furnished to employees are 1-Call Staffing property intended for business use. Employees are prohibited from using Technology Resources to offend or harass a co-worker. Failure to follow the Company's policies regarding Technology Resources and internet use may lead to discipline, up to and including termination of employment.

### **18.1 Internet Use**

Internet access is provided by the Company to assist employees in obtaining work-related data and technology. While Internet usage is intended for job-related activities, incidental and occasional brief personal use of e-mail and the Internet is permitted within reasonable limits. Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet on provided Technology Resources. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression. Employees should refrain from using the internet in a manner that offends or harasses a co-worker. Failure to follow the Company's policy regarding internet use, including but not limited to excessive personal internet use may result in discipline, up to and including termination of employment.

### **18.2 Privacy**

On occasion, the Company may need to access Company-provided Technology Resources to the extent permissible by law. This includes accessing computer files, email messages, and voicemail messages. Employees should understand, therefore, that they do **not** have an expectation of privacy with respect to any messages or information created or maintained on the provided Technology Resources, including personal information or messages. To the

extent permissible by applicable law, the Company may, at its discretion, inspect files or messages on provided Technology Resources at any time for any reason. This includes monitoring Technology Resources at any time in order to determine compliance with policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other legitimate business purpose. All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of 1-Call Staffing and, as such, is subject to disclosure in a manner consistent with federal, state and local law. Employees should direct any questions regarding this policy to a Managing Member of the Company.

### **18.3 Social Media**

Employees should keep in mind that their use of social media at all times remains subject to 1-Call's Policy Against Harassment. Thus, employees' use of social media should not be done in a manner that harasses other 1-Call employees. Nothing in this policy is intended to infringe on employees' rights pursuant to the National Labor Relations Act.

### **18.4 Prohibited Use of Technology in the Workplace**

1-Call Staffing strives to maintain a workplace free of harassment and is sensitive to the diversity of its employees. It is all important to the Company that all employees feel comfortable working in a workplace free of harassment or offensive behavior. Therefore, 1-Call Staffing prohibits the use of computers, the internet, the e-mail system, or any other technology in the workplace, including provided Technology Resources, whether provided by the company or personally belonging to an employee, in ways that violate the Company's equal opportunity employment, harassment, or workplace violence policies.

Data that is displayed, composed, transmitted, accessed, or received via the Internet, e-mail, phone, tablet, computer, laptop, or any other device must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, or intimidating to any employee or other person. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other examples of unacceptable content may include, but are not limited to, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, or any other characteristic protected by law. Employees should use great care and caution regarding the images and content they display in the office, at a customer worksite, or at any time around a co-worker.

Employees should notify a Managing Member upon learning of violations of this policy without fear of reprisal. Employees who violate this policy may be subject to discipline, up to and including termination of employment.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. Abuse of the Internet access provided by 1-Call Staffing in violation of the law or 1-Call Staffing policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable in some circumstances for violations of this policy. The following is a non-exhaustive list of examples of activities that are prohibited and can result in disciplinary action up to and including termination of employment:

- Sending or displaying discriminatory, harassing, or threatening messages or images;
- Participating in the viewing or exchange of pornography or obscene materials in the workplace;
- Using the internet for gambling during work hours or on provided Technology Resources;
- Stealing, using, or disclosing someone else's code or password without authorization;
- Copying, pirating, or downloading software and electronic files without permission;
- Sending or posting the Company's proprietary information, confidential information, or trade secrets outside of the organization;
- Violating copyright law, or failing to observe licensing requirements;
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions;
- Attempting to break into the computer system of a Company employee or an employee of a Company's customer;
- Negligently or intentionally jeopardizing the security of the organization's electronic communications systems;
- Speaking on behalf of the Company without the authority to do so;
- Engaging in illegal activities.

## **19. CELL PHONE POLICY**

### **Authorization to Contact**

By providing 1-Call Staffing with your cell phone number and other personal information on your employment application, you authorize the Company to collect, use, store, and transfer

the personal information provided for employment-related purposes. By providing your cell phone number, you specifically authorize 1-Call Staffing to contact you on your cellular phone for employment-related purposes.

### Cellular Phone Rules

We value the safety and well-being of all employees. Due to the increasing number of accidents resulting from the use of cell phones while driving, we prohibit using cell phones and smartphones while operating vehicles during working hours or while conducting company business in a manner that violates federal, state, or local law. Employees should observe the following rules:

1. Employees are not permitted to use a hand-held cell phone while operating a motor vehicle on company business and/or on company time. Use of cell phones while operating a motor vehicle on company business and/or company time may only be done using a hands-free device.
2. Employees are not permitted to read or respond to e-mails or text messages while operating a motor vehicle on company business and/or on company time.
3. Use of company cell phones should only be used for business purposes.
4. Use of personal cell phones while at work should be only used while on a rest or meal break.
5. Texting for personal use should only be done while on a rest or meal break.

Violations of this policy will result in disciplinary action up to and including termination of employment.

## **20. RESIGNATION**

Resignation is a voluntary act initiated by the employee to terminate employment with 1-Call Staffing. Although advance notice is not required, 1-Call Staffing requests at least two weeks' written notice of resignation from all employees. Prior to an employee's departure, an exit interview may be scheduled to discuss the reasons for resignation.

## ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I have received my copy of the 1-Call Staffing, LLC I-Call Staffing, LLC, and TABAM LLC (together, the “Company”) Employee Handbook. By signing below, I acknowledge receipt of the Company’s policies including, but not limited to its Employment At-Will, Proprietary and Confidential Information, Policy Against Harassment, Drug and Alcohol-Free Workplace, and Technology and Internet Use policies, which are all within the Employee Handbook. I understand it is my responsibility to read and understand the matters set forth in this Handbook. I acknowledge that I have been given sufficient time to review this handbook and understand that I may direct any questions regarding the policies contained herein to a Managing Member of the Company.

I understand that the language contained in the Employee Handbook is not intended to, and does not, create a contract or covenant between employer and employee, express or implied, and that my employment is for no fixed term and may be terminated, with or without cause or notice, at any time at my option or the option of the Company. No person, other than a Managing Member of the Company has the authority to enter into any agreement contrary to the foregoing. I understand and acknowledge that any agreement altering the at-will nature of my employment must be in writing and signed by a Managing Member.

If a translated copy of this Handbook is provided to employees, it is merely as a courtesy. The English version is the controlling handbook in all situations and circumstances.

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Name (Please Print)

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Employee Signature

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Date