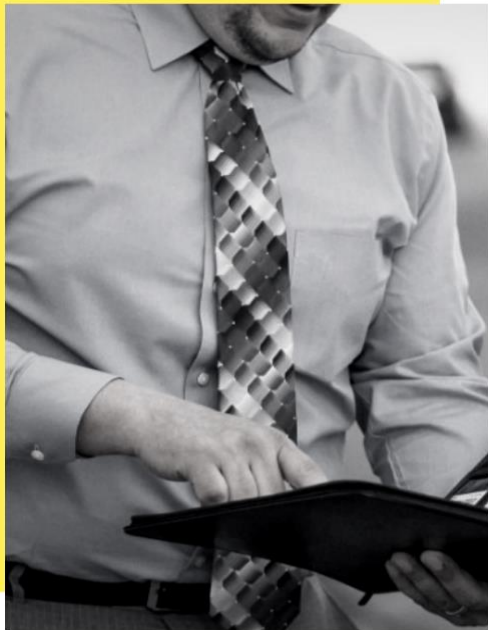


# HANDBOOK 2022



**UNITED**  
*Employment Solutions Inc.*



**CORPORATE**

**(833)-781-5950**

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Rancho Cucamonga, CA 91730



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# Employment Policies

# Introductory Statement

Welcome!

As an employee of United Employment Solutions (the "Company"), you are an important member of a team effort. We hope that you will find your position with the Company rewarding, challenging, and productive.

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

This employee handbook is intended to explain the terms and conditions of employment of all for all full- and part-time employees and supervisors. Written employment contracts between United Employment Solutions and some individuals may supersede some of the provisions of this handbook.

This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. Your supervisor or manager will be happy to answer any questions you may have.

We hope that your experience will be a challenging, enjoyable and a rewarding one.

Sincerely,

A handwritten signature in cursive script that reads "Alejandra Sandoval". The signature is written in black ink and is positioned to the left of the typed name and title.

Alejandra Sandoval

President

# Harassment Discrimination and Retaliation Prevention

United Employment Solutions is an equal opportunity employer. United Employment Solutions is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on sex (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, race, religion (including religious dress and grooming practices), color, gender (including gender identity, gender expression and transgender), national origin (including language use restrictions and possession of a driver's license issued under Vehicle Code section 12801.9), ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and veteran status or any other basis protected by federal, state or local law or ordinance or regulation. It also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

In addition, the Company prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

**All such conduct violates Company policy.**

## Harassment Prevention

The Company's policy prohibiting harassment applies to all persons involved in the operation of the Company. The Company prohibits harassment, disrespectful or unprofessional conduct by any employee of the Company, including supervisors, managers and co-workers. The Company's anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts or messages;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by company policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment but harassment based on any protected category.

## **Non-Discrimination**

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Company operations. The Company prohibits unlawful discrimination against any job applicant, employee or unpaid intern by any employee of the Company, including supervisors and coworkers.

Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, United Employment Solutions is not obligated to disclose the wages of other employees.

## **Anti-Retaliation**

The Company will not retaliate against you for filing a complaint or participating in any workplace investigation or complaint process, and will not tolerate or permit retaliation by management, employees or co-workers.

## **Reasonable Accommodation**

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any job applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a Company representative with day-to-day personnel responsibilities and discuss the need for an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job. An applicant, employee or unpaid intern who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact a Company representative with day-to-day personnel responsibilities and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

The Company will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers.

## **Complaint Process**

If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited conduct, bring your complaint to your supervisor or to [any other Company supervisor, the HR Manager, the EEO officer, the president, the personnel manager, the office manager, the designated ombudsperson] as soon as possible after the incident. You can bring your complaint to any of these individuals. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the [personnel manager, HR manager, EEO manager, designated ombudsperson]. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.



The Company encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting, complaining or participating in an investigation, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at [www.dfeh.ca.gov](http://www.dfeh.ca.gov) and [www.eeoc.gov](http://www.eeoc.gov).

Supervisors must refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to the [personnel manager, HR manager, EEO manager, designated ombudsperson] of the Company so the Company can try to resolve the complaint.

When the Company receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. The Company will reach reasonable conclusions based on the evidence collected.

The Company will maintain confidentiality to the extent possible. However, the Company cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner
- Kept confidential to the extent possible
- Investigated impartially by qualified personnel in a timely manner
- Documented and tracked for reasonable progress
- Given appropriate options for remedial action and resolution
- Closed in a timely manner

If the Company determines that harassment, discrimination, retaliation or other prohibited conduct has occurred, appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. The Company also will take appropriate action to deter future misconduct.

Any employee determined by the Company to be responsible for harassment, discrimination, retaliation or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

## At-Will Employment Status

United Employment Solutions personnel are employed on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice at any time by the employee or the Company. Nothing in this handbook shall limit the right to terminate at-will employment.

No manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the President of United Employment Solutions has the authority to make any such agreement, which is binding only if it is in writing.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of his or her employment.

## Right to Revise

This employee handbook contains the employment policies and practices of United Employment Solutions in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

United Employment Solutions reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and must be signed by the president of United Employment Solutions.

Any written changes to this handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook sets forth the entire agreement between you and United Employment Solutions as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of his or her employment.

# Hiring

## Full-Time Employees

Regular full-time employees are those who are scheduled for and do work 40 hours per week. Regular full-time employees are eligible for most employee benefits described in this handbook. Benefit eligibility may depend on length of continuous service. Benefit eligibility requirements may also be imposed by the plans themselves or by law.

## Inactive Status

Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds any protected state or federal leave of absence will be placed on inactive status.

Unless health benefits extension is covered by state or federal law, benefits will terminate according to our insurance carrier's policy. Contact the HR for more information.

## Job Duties

During the introductory period, your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department or United Employment Solutions. Your cooperation and assistance in performing such additional work is expected.

United Employment Solutions reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

## New Hires

Completion of the introductory period does not entitle you to remain employed by United Employment Solutions for any definite period of time. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

The first 90 days of continuous employment at United Employment Solutions is considered an introductory period. During this time, you will learn your responsibilities, get acquainted with fellow employees and determine whether or not you are happy with your job. Your manager will closely monitor your performance.

## Part-Time Employees

Part-time employees are those who are scheduled for and do work fewer than 40 hours per week, but not fewer than 20 hours. Part-time employees are eligible for the following United Employment Solutions benefits: [e.g., pro rata holidays]

## Regular Employees

Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

## Temporary Employees

Temporary employees are those employed for short-term assignments. Short-term assignments generally are periods of three months or fewer; however, such assignments may be extended. Temporary employees are not eligible for employee benefits except those mandated by applicable law.

# Assignments

United Employment Solutions Inc. is committed to connecting our employees with available assignments that best fit their skills, abilities, experience and scheduling needs as well as their desired distance in commute. However, United Employment Solution's cannot guarantee availability of assignments at any given time.

When you accept an assignment with United Employment Solutions INC.

The following will be provided:

- The client's name and location of your assignment
- Start date, time and projected length of assignment (assignment length may change at any time)
- Work hours, lunch and break times (subject to change at any time)
- Check-in procedures, if required
- Supervisor's name
- Description of what you'll do on the job
- Dress code, including any required safety equipment
- Pay rate

**\*\*Additional information may be provided to you by UES personnel as required by applicable state law. \*\***

The United representative assisting you with job placement, will be your main source of information about your assignment. Make sure you ask them any questions regarding your assignment. We will never pressure you to accept an assignment – the decision is always up to you. However, when you accept an assignment, remember that we're counting on you to try your best and conduct yourself in a professional manner.

When you are placed on an assignment, you are agreeing to work for our client. United Employment Solutions does not have control over our client's policies, procedures or management decisions. In the event that you experience an issue, that is not adequately resolved at the site, you are required to inform UES personnel. United Employment Solutions will conduct an investigation on your behalf, to find a resolution to the issue.

In the event that you are placed on an assignment that you do not find favorable, we ask that you make an attempt to finish the current shift (unless an unsafe hazard is observed). Once you have finished the shift, contact your branch office to be placed on a different assignment. In the event that you voluntarily end an assignment, we encourage you to take an exit survey. United Employment Solutions is committed to continuous improvement and your participation in our surveys will assist us in identifying areas of opportunity.

## Employment Relationship

### **•United Employment Solutions INC. is Your Employer.**

Whether you're on a long-term assignment or a short-term project with our client, you are still a UES employee. You should contact a United Employment Solutions representative if the following events

should occur:

- You are running late for a shift
- You will be absent from an assigned shift (“No Call No Show” can lead to end of assignment)
- You are unable to complete an assignment shift for any reason
- The work environment is unsafe
- You have been involved in an accident or have been injured at the worksite.
- You require an accommodation to perform your job
- You have an issue or conflict at your work site.
- You have a change of address or phone number
- Your direct deposit banking information changes.
- You feel United Employment Solutions’ Equal Employment Opportunity or Anti-Harassment Policies are being violated. (See Pg. 6-9)
- You are available for an assignment
- You have learned new skills or obtained new certifications that may qualify you for other positions.

## Workplace Injuries

We hope that you are never injured on the Job. However, if you are, we want you to receive the most appropriate care without delay. If you receive a life-threatening or serious injury on the job that requires immediate medical attention, dial 911 immediately. For less urgent injuries contact your Onsite representative, Safety coordinator or branch office immediately:

After Office hours contact one of our safety representatives below.

**Rafael Cervantes: (909) 912-5101**

**Mayra Rivera: (909) 912-5101**

**Peter Guzman: (909) 472-5535**

U.E.S will complete an accident report, investigation, and respond accordingly.

## Time Keeping / Wage payment

It is your responsibility to accurately report your hours worked in a timely manner, so that we can pay you the correct amount at the right time. It is your responsibility to report your time by:

- Accurately reporting all hours worked
- Verifying all hours recorded at the end of the work week
- Reporting any discrepancies in recorded hours to a United representative immediately

Depending on the client and site location of your assignment, you’ll be asked to report your time using various methods. Your time reporting method will be explained to you by a representative at

the work site.

The wage you are paid is determined both by your skills, and by our client's work requirements and wage structure. As a result, your weekly pay is based on your completed and submitted time. Your wage may vary from job to job. Your United Employment Solutions representative will tell you how much the job will pay before you accept the assignment. As your employer, UES will deduct the necessary FICA and Federal, State and local (if applicable) taxes. United Employment Solutions INC. complies with all applicable federal, state and local laws regarding minimum wage and overtime pay. It is your responsibility to accurately report all hours worked.

# Leaves of Absence

## Bereavement Leave

United Employment Solutions grants leave of absence to employees in the event of the death of the employee's current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, or grandchild; or mother-, father-, sister-, brother-, son-, or daughter-in-law. An employee with such a death in the family may take up to three (3) consecutive scheduled workdays off with pay with the approval of the Company. The employee's supervisor may approve additional unpaid time off.

## Family and Medical

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

- The employee has been employed with the Company for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply);
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave\*; and
- The employee is employed at a work site where there are 50 or more employees within a 75-mile radius.

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

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care (FMLA/CFRA);
- For incapacity due to pregnancy, prenatal medical care or child birth (FMLA only);
- For a serious health condition that makes the employee unable to perform his or her job (FMLA/CFRA);
- To care for the employee's spouse, child, or parent who has a serious health condition (FMLA/CFRA);
- To care for the employee's registered domestic partner (CFRA only).

For additional information about eligibility for family/medical leave, contact HR manager.

## Pregnancy, Childbirth or Related Conditions

Leave because of the employee's disability for pregnancy, childbirth or related medical condition is not counted as time used under California law (the California Family Rights Act). However, time off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under federal law (the Family and Medical Leave Act). Employees who take time off for pregnancy disability and who are eligible for family and medical leave will also be placed on family and medical leave that runs at the same time as their pregnancy disability leave. Once the pregnant employee is no longer disabled, or once the employee has exhausted PDL and has given birth she may apply for leave under the California Family Rights Act, for purposes of baby bonding.



Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. California Family Rights Act leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the Company will grant a request for a California Family Rights Act leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. The Company may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

## Leave Procedures

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

- Please contact branch manager as soon as you realize the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must notify the Company at least 30 days before leave is to begin. The employee must consult with his or her supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent, or spouse.
- If the employee cannot provide 30 days' notice, the Company must be informed as soon as is practical.
- If the Family and Medical Leave Act/California Family Rights Act request is made because of the employee's own serious health condition, the Company may require, at its expense, a second opinion from a health care provider that the Company chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the Company.
- If the second opinion differs from the first opinion, the Company may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the Company and the employee.

## Certification

United Employment Solutions requires the employee to provide certification. You will have 15 calendar days from the Company's request for certification to provide it to the Company, unless it is not practicable to do so. The Company may require recertification from the health care provider if the employee requests additional leave upon expiration of the time period in the original certification. *(For example, if an employee needs two weeks of family and medical leave, but following the two weeks needs intermittent leave, a new medical certification will be requested and required.)* If the employee does not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Company may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

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

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

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

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

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

If an employee is absent because of his/her own serious health condition, the Company will also require a medical release to return to work form or certification from the employee's health care provider that the employee is able to resume work.

Failure to a release to return to work certificate from the employee's health care provider will result in denial of reinstatement for the employee until the certificate is obtained.

## **Health and Benefit Plans**

An employee taking family medical leave will be allowed to continue participating in the health benefit plans in which he/she was enrolled before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered servicemember) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The Company will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the Company may recover from an employee premium paid to maintain health coverage. Payment is due when it would be made by payroll deduction.

Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. The right to continued group health coverage during pregnancy disability leave is a separate and distinct entitlement from the CFRA entitlement.

## **Substitution of Paid Leave**

Generally, FMLA/CFRA leave is unpaid. The Company may require, or employees may choose, to use accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the company's normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact HR manager.

## **Reinstatement**

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

Reinstatement after family/medical leave may be denied to certain salaried "key" employees under

the following conditions:

- An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the worksite at which the employee worked at the time of the leave request;
- The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the Company's operations;
- The employee is notified of the Company's intent to refuse reinstatement at the time the Company determines the refusal is necessary; and
- If leave has already begun, the Company gives the employee a reasonable opportunity to return to work following the notice described previously.

## **Time Accrual**

Please contact HR manager with any questions regarding accrual of other company provided paid leave benefits (such as vacation or sick leave) during unpaid FMLA/CFRA leave.

## **Carryover**

Leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement (26-workweek entitlement if leave is to care for a servicemember) in any 12-month period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

## **Intermittent Leave**

Employees may take Family and Medical Leave Act/California Family Rights Act leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee or a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is two hours.

# **Jury Duty and Witness Leave**

Although United Employment Solutions encourages employees to serve on jury duty when called. United Employment Solutions does not pay for time served. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of performance of jury service. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule.

You may retain any mileage allowance or other fee paid by the court for jury services.

# **Personal Leave**

A personal leave of absence without pay may be granted at the discretion of United Employment Solutions. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

# Pregnancy Disability Leave

If you are pregnant, have a related medical condition, or are recovering from childbirth, please review this policy. Any employee planning to take pregnancy disability leave should advise the personnel department as early as possible. The individual should make an appointment with the personnel manager to discuss the following conditions:

- Duration of pregnancy disability leave will be determined by the advice of the employee's physician, but employees disabled by pregnancy may take up to four months of leave per pregnancy (the working days you normally would work in one-third of a year or 17 1/3 weeks). Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care, doctor-ordered bed rest, as well as other reasons. Your healthcare provider determines how much time you need for your disability.
- United Employment Solutions will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or temporarily transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy.
- Employees who need to take pregnancy disability must inform United Employment Solutions when a leave is expected to begin and how long it will likely last. If the need for a leave, reasonable accommodation, or transfer is foreseeable (such as the expected birth of a child or a planned medical treatment for yourself), employees must provide at least 30 days advance notice before the pregnancy disability leave or transfer is to begin. Employees must consult with the personnel manager regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of the employee's health care provider;
- For emergencies or events that are unforeseeable, we need you to notify the Company, at least verbally, as soon as practical after you learn of the need for the leave.
- Failure to comply with these notice requirements may result may result in delay of leave, reasonable accommodation, or transfer;
- Pregnancy leave usually begins when ordered by the employee's physician. The employee must provide United Employment Solutions with a written certification from a health care provider for need of PDL, reasonable accommodation or transfer. The certification must be returned no later than 15 calendar days after it is requested by the Company. Failure to do so may, in some circumstances, delay PDL leave, reasonable accommodation or transfer. Please see the personnel department for a medical certification form to give to your health provider.
- Leave returns will be allowed only when the employee's physician sends a release;
- An employee will be [e.g., required, allowed] to use accrued sick time (if otherwise eligible to take the time) during a pregnancy disability leave. An employee will be allowed to use accrued vacation or personal time (if otherwise eligible to take the time) during a pregnancy disability leave; and
- Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of [e.g., 30 min., one hour-increment cannot be greater than one hour].

If intermittent leave or leave on a reduced work schedule is medically advisable the employee may, in some instances, be required to transfer temporarily to an available alternative position that meets the employee's needs. The alternative position need not consist of equivalent duties, but must have

the equivalent rate of pay and benefits. The employee must be qualified for the position. The position must better accommodate the employee's leave requirements than her regular job. Transfer to an alternative position can include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work schedule.

Upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or, in certain instances, to a comparable position, if available. There are limited exceptions to this policy. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

Employees on pregnancy disability leave will be allowed to continue to participate in group health insurance coverage for up to a maximum of four months of disability leave (if such insurance was provided before the leave was taken) at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. In some instances, an employer can recover from an employee premium paid to maintain health coverage if the employee fails to return following pregnancy disability leave. PDL may impact other benefits or a seniority date. Please contact the personnel department for more information.

## School and Child Care Activities Leave

Employees are encouraged to participate in the school or child care activities of their child(ren).

The absence is subject to all of the following conditions:

- Time off under this policy can only be used by parents, guardians, grandparents, stepparents, foster parents or a person who stands *in loco parentis* to one or more children of the age to attend kindergarten through grade 12 or a licensed child care provider;
- The amount of time off for school or child care activities described below cannot exceed a total of 40 hours each year;
- Covered employees can use the time off to find, enroll or reenroll a child in a school or with a licensed child care provider or to participate in activities of the child's school or licensed child care provider. The time off for these purposes cannot exceed eight hours in any calendar month. Employees planning to take time off for these purposes must provide reasonable advance notice to their supervisor.
- Covered employees can also use time off to address a "child care provider or school emergency" if the employee gives notice to the employer. A child care provider or school emergency means that the employee's child cannot remain in a school or with a child care provider due to one of the following:
  - The school or child care provider has requested that the child be picked up, or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires the child to be picked up from the school or child care provider;
  - Behavioral or discipline problems;
  - Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
  - A natural disaster, including, but not limited to, fire, earthquake or flood.
- Employees must provide their supervisor with documentation from the school or licensed child care provider verifying that they were engaged in these child related activities on the day and time of the absence;
- If more than one parent is employed by United Employment Solutions, the first employee to

request such leave will receive the time off. Another parent will receive the time off only if the leave is approved by his or her supervisor;

- Employees may use Paid Time Off leave (if available) in order to receive compensation for this time off; and
- Employees who do not have paid time off available will take the time off without pay.

## Sick Leave

California law provides for mandatory paid sick leave under the Healthy Workplaces, Healthy Families Act (the "Act"). This paid sick leave policy is intended to comply with the requirements of the Act.

Employees cannot be discriminated or retaliated against for requesting or using accrued paid sick time.

If you have any questions about paid sick leave, please contact the HR manager.

### Eligible Employees

Beginning July 1, 2015, all employees who have worked in California for the same employer for 30 or more days within a year from the start of their employment will be entitled to paid sick time.

**However, employees are not eligible to take paid sick time until they have worked for the Company for 90 days from their date of hire.**

### Sick Pay Amount

Eligible employees will receive sick leave as follows:

#### **Employees hired on or before July 1, 2015:**

On July 1, 2015, United Employment Solutions will provide eligible employees with three days or 24 hours of paid sick time. The full amount will be placed into your leave bank at this time. You will need to meet the 90-day employment requirement before taking any leave.

*Unused paid sick time will not carry over from year to year.* However, United Employment Solutions will place three days or 24 hours of paid sick time into your leave bank on January 1 of each year. Employees will be able to access all three days or 24 hours of paid sick time at the beginning of each 12-month period.

#### **Employees hired after July 1, 2015:**

United Employment Solutions will provide eligible employees with three days or 24 hours of paid sick time on their first day of employment with United Employment Solutions.

You will need to meet the 90-day employment requirement before taking any leave.

*Unused paid sick time will not carry over from year to year.* However, United Employment Solutions will place three days or 24 hours of paid sick time into your leave bank each year on your anniversary date. Employees will be able to access all three days or 24 hours of paid sick time at the beginning of each 12-month period.

The Company does not pay employees for unused paid sick time.

## Qualifying Reasons for Paid Sick Leave

Paid sick time can be used for the following reasons:

- Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below.
- Preventive care for an employee or an employee's covered family member.
- For certain, specified purposes when the employee is a victim of domestic violence, sexual assault or stalking.

For purposes of paid sick leave, a covered family member includes:

- A child defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A "child" also may be someone for whom you have accepted the duties and responsibilities of raising, even if he or she is not your legal child.
- A "parent" defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian of an employee or the employee's spouse or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising you when you were a minor child, even if he or she is not your legal parent.
- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.

## Use of Paid Sick Leave

If the need for paid sick leave is foreseeable, employees shall provide advance oral or written notification to the branch manager. If the need for paid sick leave is not foreseeable, employees shall provide notice to the branch manager as soon as practicable.

An employee's use of paid sick time may run concurrently with other leaves under local, state or federal law.

## Vacation

Employees are entitled to paid vacation time after their first year of active service. Active service continues thereafter unless broken by an absence without pay, a leave of absence, or termination of employment. Temporary and part-time employees do not accrue paid vacation time.

Vacation time can accrue to a maximum of ten (10) days. Once this cap is reached, the employee will have twelve (12) months to take paid vacation time off. If no vacation is taken during that twelve-month time period, no further vacation will accrue until accrued vacation is used.

An employee whose employment terminates after one year of employment will be paid for accrued, unused paid vacation time on a pro rata basis.

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

0-12 months	no accrual
1-4 years	5 days per year
5 and thereafter	10 days per year

Temporary and part-time employees do not accrue paid vacation time. Regular full-time employees do not accrue vacation time during the first twelve months of employment. No vacation time may be taken until after completion of the first year of employment, and thereafter until completion of anniversary date.

The Company encourages employees to take vacation annually. Vacation time must be taken within the year following accrual.

No additional vacation will be earned until accrued vacation time is used. Employees are responsible for tracking their accrued vacation time. Vacations shall be scheduled to provide adequate coverage of job responsibilities and staffing requirements. The manager will make final determinations and must approve your vacation schedule in advance.

Employees have the option of cashing out their accrued vacation hours, if they decide not to take the time off. To cash out vacation time, associates must submit a written request to the payroll manager. The same accrual terms pertain to vacation time that is cashed out.

All paid time off requests are subject to a minimum of 8 hours. Paid time off requests include: vacation, sick time and paid holidays or additional paid time off provided by United Employment Solutions, for emergency situations or investigations. Paid time off requests that are less than increments of 8 hours, will not be approved.

## Victims of Crime Leave

An employee who is themselves a victim or who is the family member of a victim of certain serious crimes may take time off from work to attend judicial proceedings related to the crime or to attend proceedings involving rights of the victim.

A family member of a crime victim may be eligible to take this leave if he/she is the crime victim's spouse, parent, child or sibling. Other family members may also be covered, depending on the purpose of the leave.

The absence from work must be in order to attend judicial proceedings or proceedings involving rights of the victim. Only certain crimes are covered. You must provide reasonable advance notice of your need for leave and documentation related to the proceeding may be required. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceedings or proceedings involving victim rights will be unpaid, unless you choose to take paid time off.

For more information regarding this leave (including whether you are covered, when and what type of documentation is required and which type of paid time off can be used), please contact a Company representative with day-to-day personnel responsibilities.



# Benefits

## Benefits Overview

United Employment Solutions is committed to providing the following benefits for eligible employees. Benefit eligibility may be dependent upon your employee classification (full-time versus part-time, for example) and on length of continuous employment at United Employment Solutions. Benefit eligibility requirements may also be imposed by the plans themselves.

Upon becoming eligible for certain employee benefit plans, you will receive Summary Plan Descriptions which describe the benefits in greater detail. For information regarding employee benefits and to answer any questions you may have, contact human resources manager and/or branch manager.

The Company reserves the right to modify, amend or terminate benefits and to modify or amend benefit eligibility requirements at any time and for any reason, subject to any legal restrictions.

The Company offers the following employee benefits:

- Health Insurance

## Holidays

United Employment Solutions observes the following paid holidays:

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

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, United Employment Solutions may grant another day off in lieu of closing. Holiday observance will be announced in advance.

Each non-exempt employee's eligibility for holiday pay begins after completion of his or her trial period. To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed and must work your regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by your manager or the absence is otherwise protected by law. If you are required to work on a paid scheduled holiday you will receive straight time, and/or an additional day off will be provided with in the following two-week period.

## Lactation Policy

United Employment Solutions 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 the employee. Any break time provided to express breast milk that does not run concurrently with break time

already provided to the employee shall be unpaid. However, if providing such break time would seriously disrupt the operations of our business, we may deny break time to employees who wish to express breast milk.

We will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Employees with private offices will be required to use their offices to express breast milk.

Employees who desire lactation accommodations should contact their supervisor or Human Resources to request accommodations.

Discrimination on the basis of sex includes discrimination based on breastfeeding and related medical conditions, and is unlawful.

## Paid Family Leave

Employees may be eligible for Paid Family Leave (PFL) wage replacement benefits, which are funded through payroll deductions and coordinated through the Employment Development Department. PFL provides limited compensation for up to six weeks after an unpaid, seven-day waiting period when an employee needs to take leave from work to care for a parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, or sibling who is seriously ill, or for a working parent who wants time to bond with his or her newborn, foster child or newly adopted child. The PFL program does not provide employees with a right to a leave of absence; it is limited to a state-mandated wage replacement benefit.

## Workers' Compensation

United Employment Solutions, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Assistance to help qualified injured employees return to suitable employment

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to your supervisor;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim for Workers' Compensation Benefits (DWC Form 1) and return it to Branch Manager or HR manager; and
- Provide the Company with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to his or her same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on

workers' compensation leave would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the Company's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on his or her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of a physical or mental disability, the Company's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act.

**The law requires United Employment Solutions to notify the workers' compensation insurance company of any concerns of false or fraudulent cl**

# Management

## Employee Property

An employee's personal property, including but not limited to lockers, packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of United Employment Solutions property, possession of dangerous weapons or firearms, or abuse of the Company's drug and alcohol policy.

## Names and Addresses Policy

United Employment Solutions is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the Company in the event of a name or address change.

## Open-Door Policy

Suggestions for improving United Employment Solutions are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your complaints, questions, and suggestions also are of concern to the Company.

If you have a complaint, suggestion or question, speak with your immediate supervisors as soon as possible. If you are not comfortable speaking to your immediate supervisor, please bring the issue to the personnel manager or any other member of management.

Moreover, if you have raised the issue and if the problem persists, you may present it to the personnel manager, who will investigate and provide a solution or explanation.

If the problem is not resolved, you may also present the problem to the president of United Employment Solutions, who will attempt to reach a final resolution.

While a written complaint will assist us in investigating your concerns, it is not required that you put your complaint in writing. If you need assistance with your complaint, or you prefer to make a complaint in person, contact HR manager.

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

## Performance Evaluations

Each employee will receive periodic performance reviews conducted by his or her supervisor. Your first performance evaluation will take place after the employee completes the introductory period,

after three months. Subsequent performance evaluations will be conducted annually, on or about the anniversary date of your employment with the company. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of United Employment Solutions and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.

When you are a temporary employee on assignment, performance evaluations are at the client's discretion. Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions.

## Personnel Records

You have a right to inspect or receive a copy of the personnel records that United Employment Solutions maintains relating to your performance or to any grievance concerning you. Certain documents may be excluded or redacted from your personnel file by law, and there are legal limitations on the number of requests that can be made.

Any request to inspect or copy personnel records must be made in writing to the HR manager. You can obtain a form for making such a written request from the HR manager.

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

The personnel records may be made available to you either at the place where you work or at a mutually agreeable location (with no loss of compensation for going to that location to inspect or copy the records). The records will be made available no later than 30 calendar days from the date United Employment Solutions receives your written request to inspect or copy your personnel records (unless you/your representative and United Employment Solutions mutually agree in writing to a date beyond 30 calendar days but no later than 35 calendar days from receipt of the written request).

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

Disclosure of personnel information to outside sources, other than your designated representative, will be limited. However, United Employment Solutions will cooperate with request from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

## Workplace Privacy - Audio/Video Recordings

Due to concerns regarding the potential for invasion of privacy, sexual or other harassment, and protection of proprietary or confidential information, employees may not use any audio or video recording devices while on working time. Employees also may not use any audio or video recordings in work areas that United Employment Solutions has identified as confidential, secure or private, unless the employee is engaged in protected activity related to improving the terms and conditions of his/her employment, such as documenting health and safety issues. Company Property

## Electronic and Social Media

This policy is intended to protect the Company's computer systems and electronic information.

For purposes of these policies, the following definitions apply: "Computers" are defined as desktop computers, laptops, handheld devices (including but not limited to iPhones, Black berries, smart phones, iPads, and other electronic tablets and cell phones), computer software/hardware and servers.

United Employment Solutions also uses various forms of "electronic communication." "Electronic communications" includes e-mail, text messages, telephones, cell phones and other handheld devices (such as cell phones, Blackberries or smart phones or writing tablets or iPads), fax machines, and online services including the Internet.

"Electronic information" is any information created by an employee using computers or any means of electronic communication, including but not limited to, data, messages, multimedia data, and files. The following general policies apply:

- Computers and all data transmitted through United Employment Solutions servers are Company property owned by the Company for the purpose of conducting Company business. These items must be maintained according to United Employment Solutions rules and regulations. Computers must be kept clean and employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any Company property may be removed from the premises.
- All electronic communications also remain the sole property of United Employment Solutions and are to be used for Company business. For example, email messages are considered Company records.
- Electronic information created by an employee using any computer or any means of electronic communication is also the property of United Employment Solutions and remains the property of United Employment Solutions.
- Information stored in United Employment Solutions computers and file servers, including without limitation: customer lists, vendor lists, research data, is the property of the Company and may not be distributed outside the Company in any form whatsoever without the written permission of the President.
- Violation of any of the provisions of this policy, whether intentional or not, will subject United Employment Solutions employees to disciplinary action, up to and including termination.

### Monitoring of Company Property

United Employment Solutions reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. United Employment Solutions computers and all electronic

communications and electronic information are subject to monitoring and no one should expect privacy regarding such use. The Company reserves the right to access, review and monitor electronic files, information, messages, text messages, e-mail, Internet history, browser-based webmail systems and other digital archives and to access, review and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of Company policy or any law occurs. E-mail may be monitored by the Company and there is no expectation of privacy. Assume that e-mail may be accessed, forwarded, read or heard by someone other than the intended recipient, even if marked as "private."

Employee passwords may be used for purposes of security but the use of a password does not affect the Company's ownership of the electronic information or ability to monitor the information. The Company may override an employee's password for any reason.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by United Employment Solutions management.

### **Prohibited Use**

All existing Company policies apply to employee use of computers, electronic communications, electronic information, and the Internet. This includes policies that deal with misuse of Company assets or resources. It is a violation of United Employment Solutions policy to use computers, electronic communications, electronic information, or the Internet, in a manner that: is discriminatory harassing or obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against United Employment Solutions policy. It is also a violation of policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential or sensitive information or trade secrets.

The display of any kind of sexually explicit multimedia content, message, or document on any Company computer is a violation of the Company's policy against sexual harassment. This description of prohibited usage is not exhaustive and it is within the discretion of United Employment Solutions to determine if there has been a violation of this policy. Employees that engage in prohibited use will be subject to discipline and/or immediate termination.

This policy is not intended to limit the ability of employees to discuss with other employees the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors or staffing.

### **Computer and Internet Use**

United Employment Solutions provides computers, electronic communications, electronic information and information technology resources, including the Internet, to its employees to help them do their job. Company provided computers; electronic communications, electronic information and the Internet are only to be used only for work-related purposes. No personal use of this Company property is permitted at any time. However, this policy is not intended to limit the ability of employees to use Company email systems to communicate with other employees regarding the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors or staffing.

### **Social Media**

United Employment Solutions uses social media in limited circumstances for defined business purposes. Social media is a set of Internet tools that aid in the facilitation of interaction between people online. If you have specific questions about which programs the Company deems to be social media, consult with HR manager or branch manager.

Use of Internet based programs such as Facebook, Linked In, and Twitter (this is not meant to be an exhaustive list) may be used in furtherance of Company goals. However, only authorized individuals are allowed to speak/write in the name of United Employment Solutions using the social media tools of the Company such as the Company Facebook page, the Company blog, the Company Twitter

account. Your branch manager will authorize you in writing if you can use these Company social media tools to perform your job duties. Authorized individuals using the Company social media tools shall identify themselves honestly, accurately and completely and comply with all Company policies in using this media.

Your authorization is limited to business purposes and personal use of these Company social media tools or programs is prohibited and can result in discipline up to and including termination. All policies relating to monitoring usage of Company property apply.

Employees can use their own personal devices to engage in social media during non-working times, such as breaks and meal periods; however, all other Company policies against inappropriate usage, including the Company's no tolerance for discrimination, harassment or retaliation in the workplace, and protection of confidential and trade secret information apply.

Nothing in the United Employment Solutions social media policy is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment.

Employees can use their own personal devices to engage in social media during breaks and meal periods; however, all other company policies against inappropriate usage, including the Company's no tolerance for discrimination, harassment or retaliation in the workplace, and protection of confidential or trade secret information, apply.

### **Employee-owned Devices**

Employee's own computers (including hand held devices) and electronic communications are not to be used during work time on the work premises. Employees may use personal devices during non-working times, such as breaks and meal periods; however, all other company policies against inappropriate usage, including the Company's no tolerance for discrimination, harassment or retaliation in the workplace, apply.

## **Employer Property**

Lockers, furniture, desks, computers, cell phones, data processing and equipment/software, are United Employment Solutions property and must be maintained according to Company rules and regulations. They must be kept clean and are to be used only for work-related purposes. United Employment Solutions reserves the right to inspect all Company property including computer or phone data or messages to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Prior authorization must be obtained before any Company property may be removed from the premises.

Company voice mail and/or electronic mail (e-mail) including texting, pagers and mobile email are to be used for business purposes. United Employment Solutions reserves the right to monitor voice mail messages, and e-mail messages, and texts to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence.

United Employment Solutions may periodically need to assign and/or change "passwords" and personal codes for email, voice mail, cell phones, and computers. These communication technologies and related storage media and databases are to be used only for Company business and they remain the property of United Employment Solutions.

United Employment Solutions reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system. Messages on the company voice-mail and email systems are subject to the same company policies against discrimination and harassment as are any workplace communications. Offensive, harassing or discriminatory content in such messages will not be tolerated.



For security reasons, employees should not leave personal belongings of value in the workplace. Terminated employees should remove any personal items at the time they leave United Employment Solutions. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

## Housekeeping

All employees are expected to keep their work areas clean and organized. People using common areas such as lunch rooms and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

## Off-Duty Use of Facilities

Employees are prohibited from remaining on United Employment Solutions premises or making use of Company facilities while not on duty. Employees are expressly prohibited from using Company facilities, Company property, or Company equipment for personal use. This policy is not intended to limit the ability of employees to use the Company's email systems to communicate with other employees regarding the terms and conditions of their employment during non-working times, including such topics as wages, job performance, workload, supervisors or staffing.

## Parking

Employees may park their vehicles in designated areas, if space permits. If space is unavailable, employees must park in permissible public areas in the vicinity of United Employment Solutions or client property. Employees may not use parking areas specifically designated for customers, vendors, Company vehicles, or reserved for managers. United Employment Solutions is not responsible for any loss or damage to employee vehicles or contents while parked on Company property.

## Smoking

Smoking is prohibited at this workplace. The smoking prohibition applies to all smoking devices, including, but not limited to, the use of electronic smoking devices, such as electronic cigarettes, pipes, hookahs, and vaping devices.

Temporary employees on assignment, are expected to follow the client's policy regarding smoking at the facility. Some facilities have designated smoking areas. Other facilities may ban smoking at the site, completely. Employees that wish to smoke during the work day, should make sure they are aware of the smoking policy at their site.

# Employee Conduct

## Conducting Personal Business

Employees are to conduct only United Employment Solutions business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

## Confidential Information

**Each employee is responsible for safeguarding the confidential information obtained during employment.**

In the course of your work, you may have access to trade secrets or similarly protected proprietary or confidential information regarding United Employment Solutions 's business (such as financial data, research and development, marketing, business plans or strategies, suppliers, business partners or customers). You have a responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties or as required by law.

Access to, or disclosure of, confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and legal action may be taken by the Company.

This policy does not prohibit employees from confidentially disclosing trade secret, proprietary or confidential information to federal, state and local government officials, or to an attorney, when done to report or investigate a suspected violation of the law. Employees may also disclose the information in certain court proceedings if specific procedures to protect the information are followed. Nothing in this policy is intended to conflict with 18 U.S.C. sec. 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. sec. 1833(b).

## Customer Relations

Employees are expected to be polite, courteous, prompt, and attentive to every customer. When an employee encounters an uncomfortable situation that he or she does not feel capable of handling, the general manager should be called immediately.

Ours is a service business and all of us must remember that the customer always comes first. Our customers ultimately pay all of our wages. Remember, while the customer is not always right, the customer is never wrong.

Customers are to be treated courteously and given proper attention at all times. Never regard a customer's question or concern as an interruption or an annoyance. You must respond to inquiries from customers, whether in person or by telephone, promptly and professionally.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received.

Through your conduct, show your desire to assist the customer in obtaining the help he or she needs. If you are unable to help a customer, find someone who can.

All correspondence and documents, whether to customers or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those

with whom we do business.

Never argue with a client. If a problem develops or if a client remains dissatisfied, ask your supervisor or the general manager to intervene.

## Customer Relations for Temporary Associates

When you accept an assignment with United Employment Solutions, you are a “guest” at our client company. You are expected to represent UES in an appropriate and professional manner at all times. Inappropriate conduct will not be tolerated and can lead to disciplinary action, such as a write up, suspension or an end of assignment.

Inappropriate conduct includes any comments or conduct that disparages or demonstrates hostility, aggression or aversion towards any person that could reasonably be perceived as disruptive, disrespectful, offensive, or inappropriate in the workplace. These may also be referred to as microaggressions and are strongly prohibited. In addition, the following conduct is also strongly discouraged

- Offensive comments or language (verbal or visual)
- Threatening comments or language (verbal or visual)
- Wearing apparel that contains offensive symbols or language
- Wearing apparel that goes against client dress code
- Bringing forbidden substances or contraband to the client site
- Insubordination (intentionally not following a management personnel's order)
- Gossiping in the workplace
- Sharing non-work-related personal information
- Disrupting work place activities
- Actions that violate federal labor laws
- Actions that threaten members of a federally protected class
- Any actions that violate UES' policies

## Dress Codes and Other Personal Standards

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Clothing should be neat, clean and tasteful. Avoid clothing that can create a safety hazard. Branch Managers may issue more specific guidelines.

Because each employee is a representative of United Employment Solutions in the eyes of the public, each employee must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and, in a manner, consistent with the nature of the work performed. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

Acceptable clothing for management, sales, or office employees includes suits, sport coats, or dress shirts and slacks with ties, blouses and sweaters with skirts or dress slacks or dresses. Jeans, spandex, leggings, T- shirts, tank or halter tops, and casual shoes or sneakers are not permitted for any employees. All clothing should be clean and without rips or holes.

United Employment Solutions observes a casual dress day on Friday. Some employees who have customer contact may not be permitted to participate in the casual dress day.

Employees who do participate in a casual dress day still are expected to report to work properly groomed. Acceptable casual dress excludes ripped or torn clothing, T-shirts of any kind (with or without a written message), tennis shoes, open toe shoes, Sandals, tank or halter tops, or shorts.

Employees required to wear safety equipment or clothing still must do so on a casual dress day. Branch managers may issue more specific guidelines concerning any exceptions to this policy.

Employees who need a reasonable accommodation because of religious beliefs, observances or practices should contact HR representative and discuss the need for accommodation.

Temporary employees on assignment, are expected to follow the dress code of the facility they are working at. That includes any safety or personal protective equipment. In addition, United Employment Solutions employees should not wear open toe shoes or sandals to any assignment.

## Drug and Alcohol Abuse

United Employment Solutions is concerned about the use of alcohol, marijuana, illegal drugs or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and seriously impair Company operations. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage, or injury to other persons.

The following rules and standards of conduct apply to all employees while on Company property, at work or working on Company business. The following are strictly prohibited by Company policy:

- Being under the influence of, or impaired by, an illegal or controlled substance, alcohol or marijuana while on the job.
- Using or possessing illegal or controlled substances, alcohol or marijuana while on the job (including the illegal use of prescription drugs and possessing drug paraphernalia)
- Distributing, selling, or purchasing of an illegal or controlled substance, alcohol or marijuana while on the job.

Violation of these rules and standards of conduct will not be tolerated. United Employment Solutions also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, United Employment Solutions reserves the right to conduct searches of Company property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Company property will not be tolerated because such conduct, even though off duty, reflects adversely on United Employment Solutions. In addition, the Company must keep people who sell or possess controlled substances off Company premises in order to keep the controlled substances themselves off the premises.

United Employment Solutions will encourage and reasonably accommodate employees with alcohol, marijuana or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The Company is not obligated,

however, to continue to employ any person whose performance of essential job duties is impaired because of drug, alcohol or marijuana use. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be reemployed or be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the Company's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

## News Media Contacts

Employees may be approached for interviews or comments by the news media. Only contact people designated by the President may comment to news reporters on United Employment Solutions policy or events relevant to United Employment Solutions.

This policy does not limit an employee's right to discuss the terms and conditions of his or her employment, or to try and improve these conditions.

## Off-Duty Conduct

While United Employment Solutions does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Company's legitimate business interests.

Off-duty conduct by an employee that directly conflicts with the Company's essential business interests and disrupts business operations will not be tolerated.

## Other Employment

While employed by United Employment Solutions, employees are expected to devote their energies to their jobs with the Company.

Employment that directly conflicts with the Company's essential business interests and disrupts business operations is strictly prohibited.

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

## Political Activity

Many employees participate in political activities on their own time. Company time, facilities, property or equipment (including all computers, networks, and electronic equipment) must not be used for an employee's outside political activities. United Employment Solutions will not reimburse any employee

for political contributions, and employees should not attempt to receive or facilitate such reimbursements.

Absent a formal statement by United Employment Solutions announcing any political endorsements, employees must not, through their own actions, speech, contributions, or written communication, mislead others to believe that United Employment Solutions officially endorses or opposes any candidates for political office that United Employment Solutions itself has not publicly announced. Company employees are entitled to their own personal position.

The Company will not discriminate against employees based on their lawful political activity engaged in outside of work.

## Prohibited Cell Phone Use

Employees may not use cell phones while on working time out of concerns for invasion of privacy, sexual or other harassment, protection of proprietary or confidential information, productivity, and workplace security. Employees also may not use cell phones containing audio or video recording devices or cameras in the following work areas that the Company has designated as confidential, secure or private, unless the employee is engaged in protected activity related to improving the terms and conditions of his or her employment, such as documenting health and safety issues. This restriction applies to the following areas: [e.g., warehouse, sales floor].

## Prohibited Conduct

Employees are expected to conduct themselves in a manner to further the Company's objectives. The following conduct is prohibited and will not be tolerated by United Employment Solutions. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and Company operations also may be prohibited and will result in disciplinary action up to and including termination.

- Falsifying employment records, employment information, or other Company records;
- Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's;
- Theft and deliberate or careless damage or destruction of any Company property, or the property of any employee or customer;
- Removing or borrowing Company property without prior authorization;
- Unauthorized use or misuse of Company equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on Company property;
- Participating in horseplay or practical jokes on Company time or on Company premises;
- Carrying firearms or any other dangerous weapons on Company premises at any time;
- Engaging in criminal conduct whether or not related to job performance;
- Causing, creating, or participating in a disruption of any kind during working hours on Company property;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management;
- Using abusive, threatening or intimidating language at any time on Company premises;
- Violation of Company punctuality and attendance policies. Absences protected by state or

federal law do not count as violations of this policy. Protected paid sick time under California law does not count as a violation of this policy;

- Failing to obtain permission to leave work for any reason during normal working hours, not including meal periods;
- Failing to observe working schedules, including rest and lunch periods;
- Sleeping or malingering on the job;
- Making or accepting personal telephone calls, including cell phone calls, of more than three minutes in duration during working hours, except in cases of emergency or extreme circumstances;
- Working overtime without authorization or refusing to work assigned overtime;
- Violation of dress standards;
- Violating any safety, health, security or Company policy, rule, procedure or violation of the Company's drug and alcohol policy;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Violating the Company's anti-harassment or equal employment opportunity policies; and
- Failing to promptly report work-related injury or illness.

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

## Prohibited Use of Company Cell Phone While Driving

In the interest of the safety of our employees and other drivers, United Employment Solutions employees are prohibited from using cell phones (including all smart phones) or other wireless communication devices (including laptops) while driving on Company business and/or Company time. This prohibition includes any use of the cell phone or other wireless communications device, such as answering or placing calls, engaging in conversations, texting, Web browsing or using any smart phone application while driving.

If your job requires that you keep your cell phone or other wireless communication device turned on while you are driving, you must use a hands-free, voice-operated device at all times. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on Company business and/or Company time. Violating this policy is a violation of law and a violation of Company rules.

## Punctuality and Attendance

As an employee of United Employment Solutions, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees and your supervisor. When you are absent, your assigned work must be performed by others.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Company business. Late arrivals, early departures or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must provide reasonable advance notice to your supervisor before the time you are scheduled to begin working for that day. You must inform your supervisor of the expected duration of any absence. If you fail to provide reasonable advance notice before your scheduled time to begin work and do not arrive in time for your assigned



shift, you will be considered tardy for that day. If the circumstances for your tardiness or absence were unforeseen, inform your supervisor as soon as practicable of the reason for the tardiness or absenteeism.

Excessive absenteeism or tardiness, providing false information or abuse of leave laws will not be tolerated. Generally, if you fail to report for work without any notification to your supervisor and your absence continues for a period of four days, United Employment Solutions will consider that you have voluntarily abandoned or quit your employment.

**Absences protected by local, state and federal law do not count as a violation of the punctuality and attendance policy. Paid sick time protected under California law does not count as a violation of this policy.**



## Wages

### Reporting-Time Pay

United Employment Solutions will comply with all applicable regulations regarding reporting-time pay for nonexempt employees.

United Employment Solutions will pay a minimum of two hours of pay to employees who are required to report to work on a day other than their normally scheduled workday.

United Employment Solutions will not pay employees for reporting under the following circumstances:

- Interruption of work because of the failure of any or all public utilities; or
- Interruption of work because of natural causes or other circumstances beyond the Company's power to control

### Deductions for Exempt Employees

Employees paid on a "salary basis" regularly receive a predetermined amount of compensation each pay period. Subject to the exceptions listed below, exempt employees will receive full salary for any workweek in which they perform any work, regardless of the number of days or hours worked. Exempt employees may not be paid for any workweek in which they perform no work, subject to United Employment Solutions benefits programs and policies.

No deductions from salary may be made for time when work is not available, provided the exempt employee is ready, willing, and able to work. Deductions from pay are permissible when an exempt employee:

- Is absent from work for one or more full days for personal reasons other than sickness or disability;
- Is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing full compensation for salary lost due to illness and the employee has exhausted his or her leave under this policy;
- Is absent for jury duty or military duty for a full week and performs no work during the week; or
- Works less than a full week during the initial or final week of employment

Partial day deductions from available accrued vacation or sick leave balances will also be made by the Company when applicable.

It is Company policy to comply with these salary basis requirements. Therefore, United Employment Solutions prohibits all Company managers from making any improper deductions from the salaries of exempt employees. The Company wants employees to be aware of this policy and know that the Company does not allow deductions that violate federal or state law.

If you believe that an improper deduction from your salary has been made, you should immediately report this information to your direct manager or to Payroll manager.

Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

### Meal and Rest Periods

## **Rest Breaks**

All nonexempt employees are entitled to uninterrupted rest break periods during their workday. If you are a nonexempt employee, you will be paid for all such break periods, and you will not clock out.

### **Number of Rest Breaks**

You will be authorized and permitted one (1) 10-minute net rest break for every four (4) hours you work (or major fraction thereof, which is defined as any amount of time over two [2] hours). A rest break need not be authorized for employees whose total daily work time is less than three and one half (3.5) hours.

You will be relieved of all duty during your rest break periods. You are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any rest break.

If you work a shift from three and one-half (3.5) to six (6) hours in length you will be entitled to one (1) ten-minute rest break. If you work more than six (6) hours and up to 10 hours, you will be entitled to two (2) ten-minute rest breaks. If you work more than 10 hours and up to 14 hours, you will be entitled to three (3) ten-minute rest breaks.

For shifts in excess of 14 hours, you will continue to be entitled to additional paid 10-minute rest breaks for every four (4) hours you work, or major fraction thereof.

### **Timing of Rest Breaks**

You are authorized and permitted to take a rest break in the middle of each four-hour work period.

There may be practical considerations that make this general timing infeasible and that require United Employment Solutions to deviate from this general rule. You will be informed if there are practical considerations that make this timing infeasible.

Your rest break will be scheduled by branch manager.

## **Meal Period**

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least 30 minutes if you work more than five (5) hours in a workday. You must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. During your meal period, you are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any meal period.

If your total work period for the day is more than five hours per day but no more than six hours, you may waive the meal period. This cannot be done without the mutual consent of you and your supervisor. You must discuss any such waiver with your supervisor in advance.

The waiver must be in writing.

### **Timing of Meal Period**

Your meal period will be provided no later than the end of your fifth hour of work. For example, if you begin work at 8:00 a.m., you must start your meal period by 12:59 p.m. (which is before the end of your fifth hour of work).

Your meal period will be scheduled by your direct manager.

### **Second Meal Period**

If you work more than 10 hours in a day, you will be provided a second, unpaid meal period of at least 30 minutes. Again, you must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. There will be no control over your activities during your meal period. During your meal period, you are free to leave the premises

and are free to come and go as you please. You are expected to return to work promptly at the end of any meal period.

Depending on the circumstances, you may be able to waive your second meal period if you took the first meal period and if your total hours worked for the day is no more than twelve hours. This cannot be done without the mutual consent of you and your supervisor and must be in writing. You must discuss any such waiver with your supervisor in advance.

#### Timing of Second Meal Period

This second meal period will be provided no later than the end of your 10th hour of work.

Your second meal period will be scheduled by branch manager.

#### Recording Meal Periods

You must clock out for any meal period and record the start and end of the meal period.

Employees are not allowed to work "off the clock." All work time must be accurately reported on your time record.

If for any reason you are not provided a meal period in accordance with our policy, or if you are in any way discouraged or impeded from taking your meal period or from taking the full amount of time allotted to you, please immediately notify HR manager or branch manager or other than employee's direct supervisor.

Anytime you miss a meal period that was provided to you (or you work any portion of a provided meal period), you will be required to report to branch manager or HR manager and document the reason for the missed meal period or time worked.

Please also refer to the United Employment Solutions Timekeeping Policy.

## Overtime for Nonexempt Employees

Employees may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. United Employment Solutions will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by a supervisor. United Employment Solutions provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Sunday at 12:01 a.m.;
- Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay;
- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay; and
- Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

## Pay for Mandatory Meetings/Training

United Employment Solutions will pay non-exempt employees for their attendance at meetings,

lectures, and training programs under the following conditions:

- Attendance is mandatory;
- The meeting, course, or lecture is directly related to the employee's job;
- The employee who is required to attend such meetings, lectures, or training programs will be notified of the necessity for such attendance by his or her supervisor;
- The employee will be paid at the then applicable minimum wage for time spent at meetings, lectures, and training programs if the employee does not perform any productive work during such attendance;
- Employees who do perform productive work during attendance at meetings, lectures or training programs will be compensated at their regular rate of pay; and
- Any hours in excess of eight in a day or 40 in a week will be paid at the appropriate overtime rate, at the hourly rate in effect at the time the overtime work is being performed.

## Payment of Wages

Paychecks are normally available at the branch office. If you observe an error on your check, please report it immediately to your supervisor.

All employees of United Employment Solutions are paid on Fridays for work performed during the previous one-week pay period. If a regular payday falls on a holiday, employees will be paid on Thursday.

United Employment Solutions offers automatic payroll deposit. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a form (available from the payroll department) and return it to payroll at least 10 days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

To stop automatic payroll deposit, complete the form available from the payroll department and return it to payroll at least 10 days before the pay period for which you would like the service to end. You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received no later than 10 days before the end of the pay period.

## Timekeeping Requirements

All nonexempt employees are required to use a time clock, software to record time worked for payroll purposes. All time worked must be accurately reported on your time record.

Employees must record their own time at the start and at the end of each work period. Employees must clock out for their meal period and record the start and end of the meal period.

Employees are not allowed to work "off the clock." Working off the clock violates company policy. Any work performed before or after a regularly scheduled shift must be approved in advance by your supervisor. If you perform any off-the-clock work, please report the work to your supervisor.

Employees also must record their time whenever they leave the building for any reason other than United Employment Solutions business.

Employees will be required to certify that their time record is accurate.

Any handwritten marks or changes on the timecard must be initialed by a supervisor. Punching



another employee's timecard, allowing another employee to punch your timecard, or altering a timecard is not permissible and is subject to disciplinary action.

Any errors on your timecard should be reported immediately to your manager. It is your responsibility to accurately report your hours worked, in a timely manner, so that we can pay you the correct amount, at the right time. Please, also refer to United Employment Solutions' Meal and Rest Break Policy.

## Work Schedules

United Employment Solutions is normally open for business between the hours of 8 a.m.- 6:00 p.m., Monday-Friday. Your supervisor will assign your individual work schedule. All employees are expected to be at their desks or workstations at the start of their scheduled shifts, ready to work.

Exchanging work schedules with other employees is discouraged. However, if you need to exchange schedules, notify your manager, who may authorize an exchange if possible. Work schedule exchanges will not be approved for the mere convenience of an employee or if the exchange interferes with normal operations or results in excessive overtime.

The workweek begins at 12:01 a.m. Sunday and ends at midnight on Saturday.

## Assignment Work Schedules

Work schedules vary depending on the shift and client site you are assigned to. Prior to accepting any assignment, you should make sure that the schedule fits your needs. If you are unable to reliably attend the assignment schedule, please do not accept the assignment.

Our clients implement their shift schedules to fit business needs. Schedules are subject to change at the client's discretion. If you happen to be on an assignment when there is a change in work hours and you can no longer attend, please contact your branch office. United will attempt to connect you to assignments that fit your needs but we cannot guarantee availability.

Please be advised that job assignments are on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice at any time by the employee or the employer. When your assignment is ended, you are still employed with United Employment Solutions. Call one of our branch offices to be placed on a new assignment.



## Safety and Health

### Employees Who Are Required to Drive

Employees whose job duties require them to drive a Company vehicle or their own vehicles for Company business will be required to show proof of current valid driving licenses and proof of insurability under the Company's policy or current effective insurance coverage before the first day of employment.

United Employment Solutions participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees who are required to drive as part of their job.

If an employee is required to drive as part of his or her job, United Employment Solutions retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is suspended or revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the Company's policy.

Employees who drive their own vehicles on Company business will be reimbursed at the rate of 53.5 cents per mile.

### Fragrance Policy

We strive to maintain a fragrance-free workplace. Employees may not wear any of the following in the workplace or when on the job, regardless of location, if they may come in contact with customers or coworkers: cologne, after shave lotion, perfume, perfumed hand lotion, fragranced hair products, fragranced deodorants and/or similar products.

### Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses immediately to your supervisor or to the human resources department. In compliance with California law, and to promote the concept of a safe workplace, United Employment Solutions maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in the general manager's office.

In compliance with Proposition 65, United Employment Solutions will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

### Recreational Activities and Programs

United Employment Solutions or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

# Security

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

## Workplace Violence

United Employment Solutions has adopted the following workplace violence policy to ensure a safe working environment for all employees.

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

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

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

You may report an incident to any supervisor or manager.

A threat includes, but is not limited to, any indication of intent to harm a person or damage Company property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally. The following are examples of threats and acts that shall be considered violent - this list is in no way all-inclusive:

<b>Example</b>	<b>Type of Threat</b>
Saying, "Do you want to see your next birthday?"	Indirect
Writing, "Employees who kill their supervisors have the right idea."	Indirect
Saying, "I'm going to punch your lights out."	Direct
Making a hitting motion or obscene gesture	Nonverbal
Displaying weapons	Extreme
Stalking or otherwise forcing undue attention on someone, whether romantic or hostile	Extreme
Taking actions likely to cause bodily harm or property damage	Acts of violence

# Termination

## Employee References

All requests for references must be directed to the HR manager. No other manager, supervisor, or employee is authorized to release references for current or former employees.

By policy, United Employment Solutions discloses only the dates of employment and the title of the last position held of former employees. If you authorize the disclosure in writing, United Employment Solutions also will inform prospective employers of the amount of salary or wage you last earned.

## Involuntary Termination and Progressive Discipline

Violation of United Employment Solutions policies and rules may warrant disciplinary action. The Company has a system of progressive discipline that may include verbal warnings, written warnings, and suspension. The system is not formal, and United Employment Solutions may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, immediate termination of employment. The Company's policy of progressive discipline in no way limits or alters the at-will employment relationship.

## Reductions in Force

Under some circumstances, United Employment Solutions may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of employees becomes necessary, the Company will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, United Employment Solutions will take into account, among other things, operation and requirements, the skill, productivity, ability, and past performance of those involved, and also, when feasible, the employee's length of service.

## Voluntary Resignation

Voluntary resignation results when an employee voluntarily quits his or her employment at United Employment Solutions, or fails to report to work for three consecutively scheduled workdays without notice to, or approval by, his or her supervisor (unless the absence is protected by law). All Company-owned property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.





## Confirmation of Receipt

I have received my copy of the Company's employee handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at United Employment Solutions is employment at-will; employment may be terminated at the will of either the Company or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between United Employment Solutions and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with United Employment Solutions.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the Company. United Employment Solutions reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the president of United Employment Solutions, no manager, supervisor, or representative of the Company has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the president has the authority to make any such agreement and then only in writing, signed by the president.

Employee's Signature \_\_\_\_\_

Employee's Printed Name \_\_\_\_\_

Date \_\_\_\_\_

## Confirmation of Harassment Discrimination and Retaliation Prevention Policy

I have received my copy of the Company's Harassment, Discrimination and Retaliation Prevention policy. I understand and agree that it is my responsibility to read and familiarize myself with this policy.

I understand that the Company is committed to providing a work environment that is free from harassment, discrimination and retaliation. My signature certifies that I understand that I must conform to and abide by the rules and requirements described in this policy.

Employee's Signature \_\_\_\_\_

Employee's Printed Name \_\_\_\_\_

Date \_\_\_\_\_