



*Through Its Agent*



# ASSIGNED EMPLOYEE HANDBOOK





## **WELCOME TO EMPLOYER SOLUTIONS STAFFING GROUP LLC**

Although exciting, starting a new job can be overwhelming. This Employee Handbook has been developed to help you become familiar with our company and help answer many of your initial questions.

As an employee of Employer Solutions Staffing Group LLC, (hereafter referred to as “ESSG”), the importance of your contribution cannot be overstated. Our goal is to provide the finest-quality services to our clients and to do this more efficiently and economically than our competitors.

You are important to us and we are glad you have joined our team. We hope you will find your new position rewarding.

Cordially,

Chris Levine  
CEO

## **EXPLANATION OF THIS HANDBOOK**

This Employee Handbook contains information about the employment practices and policies of ESSG. We expect each employee to read this Handbook carefully, as it can be used as a valuable tool for understanding your position and the company. The policies outlined in the Handbook should be regarded as guidelines only, not as conditions of employment. Therefore, the policies included here are subject to change at any time, without further notice, at the discretion of the company. All such revisions, deletions or additions must be in writing and must be signed by an authorized agent of ESSG. No oral statements or representations can change the provisions of this Handbook. ESSG reserves the right to make decisions involving employment as needed in order to conduct its work in a manner beneficial to the employees, the clients and the company. This Handbook supersedes and replaces any and all prior employee Handbooks and inconsistent oral or written policy statements.

The provisions of this Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Handbook intended to create a contract guaranteeing that you will be employed for any specific time period.

**ESSG IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS HANDBOOK, EITHER YOU OR THE COMPANY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT – EXPRESS OR IMPLIED – WITH ANY EMPLOYEE FOR EMPLOYMENT OTHER THAN AT-WILL UNLESS THOSE AGREEMENTS ARE IN A WRITTEN CONTRACT SIGNED BY THE CEO OF ESSG.**

## ABOUT YOUR ASSIGNMENT—

Please note: Any misconduct while on assignment, such as insubordination, theft, fighting, refusal to follow directions from a supervisor, horseplay or unexcused absence may lead to immediate termination of your assignment, as well as termination from ESSG.

You will be paid biweekly with legally required taxes and Social Security deductions withheld.

Time cards **must be** turned into this office no later than Monday 8:00 a.m. in order for you to receive your paycheck.

Remember, a signature is needed on all time cards verifying the hours you have worked.

You will be paid overtime after you have worked 40 hours for that week.

**PLEASE ASK IF YOU DO NOT UNDERSTAND.** When your assignment ends, call our office to let us know of your availability for work.



## **STATEMENT OF DRUG FREE WORK PLACE**

It is the policy of this company to prohibit in the work place the unlawful possession, use, dispensation, distribution, or manufacture of controlled substances. Violation of this policy will result in disciplinary action up to, and including, termination of employment. Depending upon the circumstances, other action, including notification of appropriate law enforcement agencies, may be taken against any violator of this policy. In accordance with the Drug-Free Work-Place Act of 1989, as a condition of employment, staff members must comply with this policy and notify management within five (5) days of conviction for any criminal drug violation occurring in the work-place. Failure to do so will result in immediate termination of employment pending the outcome of any legal investigation and conviction. At the present time, we do not require mandatory drug testing of all staff members but do conduct random drug tests when the safety of staff members may be in question. Such tests may be deemed necessary based on observed inconsistent or erratic behavior that constitutes a health or safety hazard to other employees or the personal safety of the employee displaying the behavior. Since the Drug-Free Place Act requires that companies be able to document the notification and receipt of its policy by each staff member, we are asking that you sign the statement below for compliance in the notification process.

### **STATEMENT OF EMPLOYEE RESPONSIBILITY**

I understand that my continued employment with the company is based largely upon my ability to work per diem assignments. It is my obligation to contact the company each and every Monday, Wednesday, and Friday to report my availability. Unemployment benefits may be denied for failure to report back for reassignment and/or for failure to accept available work assignments. I understand that when I accept an assignment it is my duty to work that assignment from start to finish. Leaving an assignment without notice or permission will be considered abandonment and may be cause for dismissal.

### **STATEMENT OF RESIGNATION**

The company will accept the following conditions as an immediate resignation of an employee if the employee:

- Does not report for a scheduled shift
- Fails to contact the company with availability on Monday, Wednesday, and Friday (See Policy No. 1) (see page 5)
- Is involved in any unethical or illegal act while on assignment for the company
- Is tardy for assignments more than 3 times in a 60-day period
- Cancels a previously scheduled shift more than 3 times in a 60-day period

## **ADDITIONAL PROCEDURES**

- If you have problems or concerns while working on the job, contact your account manager at CMG. **Never** walk off or leave the job. Any questions or problems regarding your assignment can be addressed by calling an account manager at your account manager at CMG.
- Notify your account manager at CMG immediately of changes to your address, telephone number or tax exemptions.
- Notify your account manager at CMG if you are offered employment arising from an assignment. All employment offers are subject to ESSG's agreement with the customer.

## **Your Employee Responsibilities and Rights**

Although the federal Occupational Safety & Health Administration (OSHA) does not cite employees for violations of their responsibilities, each employee is required to comply with occupational safety and health standards and all rules, regulations, and orders under federal law that are applicable to his/her own actions and conduct.

### **Responsibilities**

As an employee, you should:

- Read the OSHA poster at the job site.
- Comply with all applicable OSHA standards.
- Follow all employer safety and health rules and regulations, and wear or use prescribed protective equipment while engaged in work.
- Report hazardous conditions to the supervisor.
- Report any job-related injury or illness to the employer, and seek treatment promptly.
- Cooperate with the OSHA investigator conducting an inspection if he or she inquires about safety and health conditions in your workplace.
- Exercise your rights under the Act in a responsible manner.

## **Rights**

As an employee, you have the right to:

- Review copies of appropriate OSHA standards, rules, regulations, and requirements that the client/employer should have available at the workplace.
- Request information from your client/employer on safety and health hazards in the area and precautions that may be taken, and on procedures to be followed if an employee is involved in an accident or is exposed to toxic substances.
- Request the OSHA Director, or an area supervisor, to conduct an inspection if you believe hazardous conditions or violations or standards exist in your workplace.
- Have your name withheld from your employer, upon request to OSHA, if you file a written and signed complaint.
- Be advised of OSHA actions regarding your complaint and have an informal review, if requested, of any decision not to inspect or to issue a citation.
- Have your authorized employee representative accompany the OSHA investigator during the inspection tour.
- Respond to questions from the OSHA investigator particularly if there is no authorized employee representative accompanying the compliance officer.
- Be paid for any time you spend on OSHA inspection activity.
- Observe any monitoring or measuring of hazardous material and have the right to see these records as specified under the statutes.
- Have your authorized representative, or yourself, review the Log and Summary of Occupational injuries at a reasonable time and in a reasonable manner.
- Request a closing discussion with the compliance officer following an inspection.
- Refuse any position offered to you because of lack of training that is required.

## **What Every Employee Should Know—**

In order to succeed on all assignments, be sure to obtain the following pieces of information prior to the beginning of your assignment:

1. Job description; be sure you are able to perform all of the duties required for the position.
2. Job assignment days, hours, and duration; do not accept a position unless you are able to attend for all scheduled hours and days.
3. Pay rate.
4. Client/Company location and directions; you may call and arrange to pick up a map at your staffing office.
5. The name of the person you need to report to when you arrive.
6. Dress code; it is important that you dress appropriately for all assignments; your clothing should not interfere with your ability to effectively perform the job assigned.
7. Time card collection procedure; find out whether you need to mail in your time card or have the client fax it in for you.
8. The location of the lunch and break facilities.
9. The parking lot designated for employees in your assigned department.

## **Attendance Policy**

Your attendance is extremely important to the operation of the company to which you are assigned. Please be at work for all of your scheduled hours and shifts. If you must miss work, please call your Staffing Account manager at the CMG office to which you are assigned to give notice as soon as you know that you will not be able to attend your shift. The Staffing Account managers appreciate advanced notice because it allows them to make alternative arrangements to cover an absent employee's shift. The sooner you let your account manager at CMG know you will not be attending a shift the better!

ESSG monitors employee attendance. If an employee is consistently late and/or absent he/she will be terminated due to poor attendance. Examples of unexcused absence/tardiness (even if notice is given) include, but are not limited to:

- ~ **No show/No call**
- ~ **No gas money**
- ~ **Court dates (if you do not call in and pre-arrange the absence)**

## **Equal Employment Opportunity Statement**

It has and will continue to be the policy of ESSG that it shall be an equal opportunity employer. To assure full implementation of this policy, ESSG shall act affirmatively to assure that it will—

- \* Recruit, hire and promote for all job classifications without regard to race, religion, ancestry, creed, color, national origin, sex, age, marital or parental status, disabilities, sexual and affectional preference, veteran status, or any other protected classification.
- \* Base decisions on employment solely upon an individual's ability to perform the requirements of the position being filled.
- \* Base decisions on promotion solely upon an individual's ability to perform the requirements of the position they are assigned.
- \* Ensure that all other personnel actions such as compensation, benefits, transfers, layoffs, returns from layoff, company sponsored training programs, education, social and recreational programs will be administered without regard to race, religion, ancestry, creed, color, national origin, sex, age, marital or parental status, disabilities, sexual and affectional preference, veteran status, or any other protected classification.

## **AMERICANS WITH DISABILITIES ACT**

ESSG is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities, which may include providing reasonable accommodation where appropriate. In general, it is your responsibility to notify ESSG of the need for an accommodation. Upon doing so, ESSG may ask you for your insight or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals.

## **ANTI-HARASSMENT POLICY**

It is the policy of ESSG and CMG that all employees should be able to enjoy a work environment free from all forms of discrimination, including harassment. As such, both are committed to vigorously enforcing their Antiharassment Policy. This policy applies to all employees of the organization (without regard to position) and individuals not directly connected to ESSG (e.g., an outside vendor, consultant, customer or guest). Title VII of the Civil Rights Act of 1964 and applicable state human rights statutes prohibit employment discrimination based on race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with employment, real estate transactions, access to financial credit, and the availability of public accommodations, as well as on the basis of citizenship status.

Harassment is considered a form of discrimination and is specifically included among the prohibitions under Title VII of the Civil Rights Act of 1964 and applicable state human rights statutes. In addition, retaliation or reprisal taken against anyone who has expressed concern about harassment or discrimination against the individual raising the concern is illegal.

The Equal Employment Opportunity Commission (EEOC) and the applicable state human rights agencies have defined sexual harassment as “unwelcome sexual advances, requests for sexual favors, sexual comments, or other verbal or physical acts of a sexual or sex-based nature including, but not limited to drawings, pictures, jokes, and/or teasing where (1) submission to such conduct is made either explicitly or implicitly a term or a condition of an individual’s employment; (2) an employment decision is based on an individual’s acceptance or rejection of such conduct; or (3) such conduct interferes with an individual’s work performance or creates an intimidating, hostile or offensive working environment.”

The Antiharassment Policy prohibits harassment and/or retaliation by any individual employed by, doing business with or for, or visiting CMG or ESSG. Employees who believe they have been the subject of harassment and/or retaliation or an employee who may have been witness to harassment and/or retaliation must report the incident immediately. Information and/or allegations must be reported to a manager of CMG and/or ESSG **(by telephoning 303.920.1425 or 952-835-1288)**. Only those who have an immediate need to know, including the alleged target of harassment or retaliation, the alleged harassers or retaliators, and any witnesses may find out the identity of the complainant. All individuals contacted in the course of an investigation will be advised that all persons involved in a charge are entitled to respect and that any retaliation or reprisal against an individual who is an alleged target of harassment or retaliation, who has made a complaint, or who has provided information in connection with a complaint, is a separate violation of ESSG's policy. All information will be disclosed only on a need-to-know basis to allow ESSG to investigate and resolve the incident. ESSG and ESSG recognize the serious nature of harassment and therefore will endeavor to protect the employee who may have been subjected to harassment, any witnesses and the party against whom allegations have been filed to every possible extent.

Harassment is unlawful and has a negative impact on employees. Violation of the Antiharassment Policy will not be tolerated by ESSG and may result in discipline up to and including termination. Offensive acts or conduct have no legitimate business purpose; accordingly, any employee, regardless of his/her position within ESSG, who it is determined has engaged in such conduct will be made to bear the full responsibility for such unlawful conduct.

## **PAY CHECKS**

If you detect an error on your paycheck, report it to your account manager at CMG immediately. We will assist you in taking the steps necessary to correct the error.

## **PERFORMANCE REVIEWS**

Periodically, the office management will review your job performance within ESSG and help you to set new job performance plans. The review provides the basis for better understanding between you and the office management, with respect to your job performance, potential and development throughout your employment.

New employees will generally be reviewed at the end of their introductory period.

## **WORKERS' COMPENSATION**

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your Supervisor and your Staffing Account manager at CMG. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead or contribute to an employee accident. Additionally, CMG and ESSG will attempt to provide a reasonable accommodation that is medically necessary, feasible and does not impose an undue hardship on the company as prescribed by applicable federal or state law.

## **WORKWEEK**

Because of the nature of our business, your work schedule may vary depending on your position. ESSG's normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. CMG's normal office business hours are 8:00 a.m. to 5:00 p.m. Monday through Friday. *Field hours are scheduled based on job specification.* Check with your supervisor if you have questions about your hours of work.

## **WORKPLACE VIOLENCE**

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to company property in the event someone, for whatever reason, may be unhappy with a company decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor immediately. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee, supervisor or visitor to our premises, contact an emergency agency (911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual case of workplace violence.

Violations of this policy, including your failure to report or fully cooperate in the company's investigation, may result in disciplinary action, up to and including immediate discharge.

## **KEEPING THE WORKPLACE CLEAN**

Good work habits and a neat place to work are essential to job safety and efficiency it shows respect for fellow employees and your employer. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to your Supervisor.

## **SUBSTANCE ABUSE POLICY**

ESSG has vital interest in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the clients we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued employment with us the following substance abuse policy.

Employees are prohibited from reporting to work or working while using illegal or unauthorized drugs. Employees are prohibited from reporting to work, or working when the employee uses any drugs, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.

Additionally, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal drugs and alcohol in the workplace including: on company paid time, on company premises, in company vehicles or while engaged in company activities. Employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are also prohibited from consuming alcohol, marijuana, or any drugs during working hours, including meal and break periods.

Your employment or continued employment with ESSG is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge. Furthermore, any employee who violates this policy who is subject to termination, may be permitted in lieu of termination, at the company's sole discretion, to participate in and successfully complete an appropriate treatment, counseling or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment and in accordance with applicable federal, state and local laws. The company assures that any information concerning an individual's drug or alcohol use will remain confidential.

Consistent with its fair employment policy, ESSG maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their drug or alcohol

use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. ESSG will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with the company's policies and applicable federal, state or local laws.

ESSG further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy, including, but not limited to, the inspection of company issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the company has reasonable suspicion to believe that the employee has violated this substance abuse policy.

**This policy represents management's guidelines only and should not be interpreted as a contract of employment**

## **SAFETY PROGRAM—**

ESSG's excellent safety record is no accident! ESSG is committed to your safety, and we make it one of our top priorities. Our commitment includes providing general safety guidelines to all ESSG employees. Through ESSG's Injury and Illness Prevention Program, it is our goal to provide an accident-free, safe work environment for all employees. The establishment and assurance of safe working conditions is a shared responsibility of ESSG and employees from all levels of the company. ESSG is committed to doing everything within its control to assure a safe work environment and comply with Federal and State safety regulations.

Your initial safety training will be given to you the first time you come to our staffing offices. At the time you accept an assignment, you will receive additional safety instructions as part of the necessary assignment briefing. Since most job assignments are given by telephone, these instructions will be verbal. Our customer will be responsible for your job specific safety training, as well as providing you with information on any hazardous chemicals to which you may be exposed, and their emergency evacuation procedure.

### **SAFETY GUIDELINES**

Check with your work site supervisor about any special safety regulations that are specifically applicable to the job you will be doing.

- ✓ Use all safety and personal protective equipment (PPE) issued to you for your job (i.e., hard hats, gloves, safety glasses, ear protection, etc.)
- ✓ Observe all safety precautions and review posted emergency plans.
- ✓ Determine the location of exits, fire extinguishers, and first-aid kits in case an emergency arises.
- ✓ Ensure that you are familiar with emergency procedures and rules for evacuation.

- ✓ Keep all walkways clear.
- ✓ Be sure flammable and toxic substances are properly stored and handled.
- ✓ Use chemicals carefully and be sure to read labels.
- ✓ When lifting, bend your knees and use your leg muscles, **NOT** your back. Know your limits and get help for heavy loads.
- ✓ Do not overload electrical circuits with double or triple plugs. Report any frayed or damaged electrical cords.
- ✓ Always use the proper tools and return them to their place when finished.
- ✓ Pick up or clean anything dropped on the floor.
- ✓ Never run--always walk. When using stairs, hold onto the handrails.
- ✓ Falls are the most common injury. Pay attention to slip, trip, and fall hazards.
- ✓ Use proper equipment and clothing if working around welding or flame-cutting operations.

On long-term assignments, our clients will include you in their safety program along with their own employees. Should you be required to work with hazardous chemicals or if you will be exposed to them, you will be provided with the following:

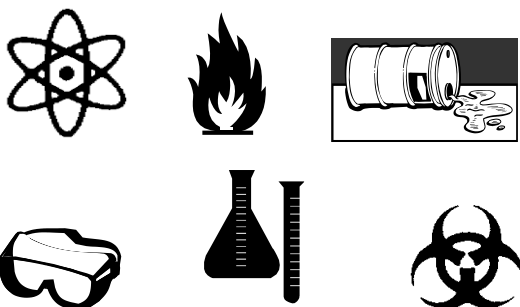
- ✓ Training which involves the type of exposure and associated hazards.
- ✓ Personal Protective Equipment (PPE) and training on proper usage.
- ✓ Location of Material Safety Data Sheets (MSDS) which cover information on any chemicals to which you are being exposed.
- ✓ Open-toe shoes, excessively loose clothing, and excessive or dangling jewelry are prohibited for your safety.
- ✓ Horseplay, throwing things, and fighting at work will not be tolerated.
- ✓ When it is necessary to access high shelves, use an approved ladder or step stool.
- ✓ Do not use chairs or boxes to stand on.
- ✓ Check all machinery for working safety valves and on/off switches.
- ✓ **DO NOT** use non-prescription drugs and/or drink alcohol on the job. The use, sale or possession of non-prescription drugs and/or alcohol is strictly prohibited to ensure your safety and the safety of your co-workers.

## LIFT SAFETY

Here is a simple, comfortable technique for lifting that can help you avoid a strained back—

- \* Get a good footing by placing one foot on the side of the object you are going to lift and the other foot behind the object.
- \* **BEND** your knees.
- \* Keep your back straight.
- \* Grip the object with the palms of your hands, not your fingers.

- \* Grip the lower corners of the object, nearest to your body, with the palms of your hands.
- \* Pull the object close to your body and lift the object straight up by straightening your legs.
- \* Do not twist your back while lifting or carrying the object. Pivot your body by moving your feet.



***Remember—***  
**Safety**  
**Begins with YOU!**



## POLICIES AND PROCEDURES

1. You must telephone us immediately if you are running late to your job assignment, or if you need time off from your job assignment for any reason.
2. You must turn in a time card that has been signed by our client/employer at the end of your work week or you will not be paid.
3. Our work week runs from Sunday through Saturday. You must turn in your time card for the previous week by Monday at 8:00 AM or you will not be paid until the following week. No paycheck will be released unless the **original white copy of your timecard which has been signed by the client** is received in our office.
4. You must inform us of any telephone changes and/or address changes.
5. It is your responsibility to inform us of any problems you may have on your job assignment. Remember that **EMPLOYER SOLUTIONS STAFFING GROUP IS YOUR EMPLOYER, not** the supervisor at your job site.

### **THE FOLLOWING WILL RESULT IN DISCIPLINARY ACTION UP TO AND INCLUDING IMMEDIATE TERMINATION:**

6. If you are a "No Call/No Show" for your assignment, it is grounds for dismissal.
7. You must provide us with documentation/proof of absence for being absent, arriving later than your assigned work hours, or leaving earlier than your assigned hours at your job assignment.
8. **Under no circumstances** will you log onto the Internet at a client's site for any reason, unless you have the clients' express approval in writing.
9. You must always dress properly; you will be informed of what you need to wear. You must also report to work in clean clothes; it is required to bathe or shower and not be hygienically offensive.

10. Any form of verbal or physical abuse in association with your assignment is grounds for immediate termination at the discretion of your account manager at CMG.
11. ESSG prosecutes employees for forgery, altered timecards, and/or theft. Penalties up to \$5,000 and/or imprisonment will be enforced.
12. **Absolutely no personal telephone calls** while you are on the premises of your job assignment. Telephone usage for business purposes should be kept to a minimum.
13. You must complete your assignment once you have agreed to work the assignment.
14. Any discussion whatsoever about wages with **anyone** at your current, previous, or future job assignment other than an account manager at CMG or a consultant at ESSG will be **immediate** grounds for termination.
15. You must have our express, written permission before accepting a permanent position with one of our clients.

Antonio Davis Sr



8/22/2022

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**PRINT Your Name**

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**Signature**

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**Date**

## **Paid Time Off (PTO)**

Full-time employees are eligible for paid time off (PTO).

PTO is calculated according to your anniversary date as follows:

### Non-exempt Employees

After the completion of your introductory period, you will begin to earn .0256 hours of PTO per hours worked to a maximum of 40 hours of PTO annually. Although you will not be banking PTO during your 90 day introductory period, it will pro rate and you will be eligible for one week of PTO in your first year.

After 1 full anniversary year, you will begin to earn .0230 hours of PTO per hours worked to a maximum of 48 hours of PTO annually.

After 2 full anniversary years, you will begin to earn .0269 hours of PTO per hours worked to a maximum of 56 hours of PTO annually.

After 3 full anniversary years, you will begin to earn .0307 hours of PTO per hours worked to a maximum of 64 hours of PTO annually.

After 4 full anniversary years, you will begin to earn .0346 hours of PTO per hours worked to a maximum of 72 hours of PTO annually.

After 5 full anniversary years, you will begin to earn .0384 hours of PTO per hours worked to a maximum of 80 hours of PTO annually.

After 10 full anniversary years, you will begin to earn .0480 hours of PTO per hours worked to a maximum of 100 hours of PTO annually.

After 20 full anniversary years, you will begin to earn .0576 hours of PTO per hours worked to a maximum of 120 hours of PTO annually.

### Exempt Employees

After the completion of your introductory period, you will begin to earn 2.105 hours of PTO each pay period to a maximum of 40 hours of PTO annually. Although you will not be banking PTO during your 90 day introductory period, it will pro rate and you will be eligible for one week of PTO in your first year.

After 1 full anniversary year, you will begin to earn 1.846 hours of PTO each pay period to a maximum of 48 hours of PTO annually.

After 2 full anniversary years, you will begin to earn 2.153 hours of PTO each pay period to a maximum of 56 hours of PTO annually.

After 3 full anniversary years, you will begin to earn 2.461 hours of PTO each pay period to a maximum of 64 hours of PTO annually.

After 4 full anniversary years, you will begin to earn 2.769 hours of PTO each pay period to a maximum of 72 hours of PTO annually.

After 5 full anniversary years, you will begin to earn 3.076 hours of PTO each pay period to a maximum of 80 hours of PTO annually.

After 10 full anniversary years, you will begin to earn 3.846 hours of PTO each pay period to a maximum of 100 hours of PTO annually.

After 20 full anniversary years, you will begin to earn 4.615 hours of PTO each pay period to a maximum of 120 hours of PTO annually.

Submit PTO requests in writing at least two weeks in advance to the office manager. When possible, PTO requests are granted, taking into account operating requirements. Length of employment may determine priority in scheduling PTO.

PTO can be used as vacation time, sick time or to take care of personal matters.

You may use accrued PTO to care for a child who is sick.

Pay is not granted in lieu of taking the actual time off. However, PTO time can be carried over to the following year, up to a maximum of 100% of your annual allotment with special management approval.

PTO should be taken in blocks of four or eight hours at a time.

Upon termination, eligible employees will be paid for accrued but unused PTO. PTO will not accrue during an employee's final pay period.

### **Conduct at Customer's Place of Business**

The nature of our company may require that employees perform work connected with an assignment at the customer's office. *The importance of professional conduct when working in a customer's office cannot be emphasized enough.* Professional conduct is a broad term that is open to many interpretations. The following are guidelines for appropriate conduct when working at a customer's office:

- Discussions with customers' employees should be limited to matters that concern their department and level of responsibility. Long, personal discussions with customers' personnel are discouraged. Such disruptions of work will only offend customers' executives and customers' employees.
- Internal affairs may not be discussed with customers' personnel.
- Comments or criticisms involving other companies and their particular work or fees should be avoided.
- Refrain from discussing shortcomings or idiosyncrasies of customers' employees. Avoid conversation involving customer matters in all public places.
- Avoid discussing procedural problems with management while customers' employees are present.
- Purchases from a customer must be made at normal sale prices.
- Borrowing money from a customer is not permitted unless the individual's/organization's business involves lending money.
- Company employees may not solicit customers for charitable donations.
- Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

### **Workweek**

Because of the nature of our business, your work schedule may vary depending on your job. Our normal administrative office business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

### **Meal Time**

A 30-minute, unpaid meal break should be taken each day. Your supervisor is responsible for approving the scheduling of this time.

**Breaks**

Employees will receive one, ten-minute paid break for every four hours worked. This time must be approved by your supervisor each day.

**Work Assignments**

Work assignments will be distributed by your supervisor. When possible, you will be advised of future assignments in advance, so you will have ample time to prepare for the assignment.

Once you have begun an assignment you will report directly to your supervisor for all matters relating to its completion.

**Contact with the Company**

The company should know your location at all times during business hours. Your supervisor will keep a record of your assignments, and they should be notified of your whereabouts outside the company during working hours.

**On The Job Training**

Your supervisor is responsible for initiating all on-the-job training for employees within your department. This may include safety training, participation in off-site training and continuing education when necessary for job safety and work performance. Training will be conducted during regular working hours whenever possible.

The company will pay for any required training programs. Employees may be tested from time to time to evaluate the effectiveness of the training program.

If you have any questions regarding training, please see your supervisor.

**Lactation Breaks**

The company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided.

Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid in accordance with state law. The company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Employees should notify their supervisor to request time to express breast milk under this policy. The company reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law or regulation. Anyone with knowledge of such a conflict or potential conflict should contact their supervisor.

### **Standards of Conduct**

Each employee has an obligation to observe and follow the company's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures will be taken.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the company. The company does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of the company's policies or safety rules; insubordination; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in company activities or in company vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; physical harassment; sexual harassment; disrespect toward fellow employees, visitors or other members of the public; performing outside work or use of company property, equipment or facilities in connection with outside work while on company time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

**Nothing in this policy is designed to modify our employment-at-will policy.**

### **Computer Software Licensing**

The company purchases or licenses the use of various computer software programs. Neither the company nor any of the company's employees have the right to duplicate this computer software or its related documentation. Unauthorized duplication of computer software is a federal offense, punishable by up to a \$250,000 fine and up to five years in jail.

The company does not condone the illegal duplication of software. You must use the software in accordance with the license agreement. This policy applies not only to individual desktop computers and laptops but to local area networks as well.

Employees learning of any misuse of software or related documentation within the company shall notify a member of management. Employees who reproduce, acquire or use unauthorized copies of computer software will be subject to discipline, up to and including discharge.

Passwords, access codes, and Internet server account information are all confidential information that should not be disclosed to any unauthorized person. The Company at any time may monitor and/or record any communication made or received using the Company's computers, network, or modems, including any e-mail messages sent or received within the Company or to or from third parties and including any information or materials reviewed, received or sent over the Internet. Any violation of the Company's computer and electronic communications policies, including any misuse of e-mail, the Internet, software, or our computers or network, may result in discipline up to and including termination.

### **Non-Solicitation**

Employees may not engage in solicitation for any purpose during his/her work time, which includes the working time of the employee who seeks to solicit and the employee who is being solicited.

For the purpose of this policy, solicitation includes, but is not limited to, for collection of any debt or obligation, for raffles of any kind or chance taking, or for the sale of merchandise or business services, the attempt to sell any product or service (e.g. selling or collecting for Tupperware®, Avon® products, churches, schools, Girl Scout cookies, etc.)

### **Distribution**

Distribution of any type (materials, goods, etc.) is prohibited in work areas at any time, whether or not the employees are on working time. Non-employees are prohibited from distributing materials to employees on company premises at any time. Inappropriate literature is prohibited, e.g. literature that violates the company's non-harassment and discrimination policies; items of a defamatory nature, items that include threats of violence, unprotected literature of a political nature that is highly inflammatory and likely to disrupt facility discipline and order or safety. Nothing in this policy is intended to restrict an employee's statutory rights.

## **Code of Ethics**

Employees must never use their positions with the company, or any of its customers, for private gain, to advance personal interests or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities.

The company adheres to the highest legal and ethical standards applicable in our business. The company's business is conducted in the strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of the company shall conduct their personal affairs in such a fashion that their duties and responsibilities to the company are not jeopardized and/or legal questions do not arise with respect to their association or work with the company.

Protecting our company's information is the responsibility of every employee. Do not discuss the company's confidential business or proprietary business matters, or share confidential, personal employee information with anyone who does not work for us such as friends, family members, members of the media, or other business entities. You may be required to sign a non-compete and/or a nondisclosure agreement as a condition of your employment, in accordance with state and federal law.

Confidential information does not include information pertaining to the terms and conditions of an employee's employment. Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

All telephone calls regarding a current or former employee's position/compensation with our company must be forwarded to your supervisor. The company's address shall not be used for the receipt of personal mail.

## **Care of Equipment**

You are expected to demonstrate proper care when using the company's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your supervisor at once.

## **Company Vehicles**

Operators of company vehicles are responsible for the safe operation and cleanliness of the vehicle.

Accidents, no matter how minor involving a company vehicle must be reported to the police and then your supervisor immediately.

Employees are responsible for any moving and parking violations and fines which may result when operating a company vehicle.

Company vehicles should be operated by the employee only. Company vehicles may only be used for job-related travel.

Smoking is prohibited in company vehicles.

*Employees are prohibited from using cell phones in company vehicles or in private vehicles when on company business unless a hands-free device is used. Failure to follow this policy may result in disciplinary action up to and including termination.*

**Texting is not allowed at any time while operating a vehicle.**

The use of seat belts is mandatory for operators and passengers of company vehicles.  
**DO NOT LEAVE YOUR KEYS IN YOUR VEHICLE! ALWAYS LOCK YOUR VEHICLE IF IT IS UNATTENDED. FAILURE TO DO SO CAN RESULT IN TERMINATION.**

**Personal Property**

The company is not responsible for loss or damage to personal property. Valuable personal items, such as purses and all other valuables should not be left in areas where theft might occur.

**Identification Badges**

Field employees will be issued an identification badge upon hire. It must be worn where it can be seen at all times when you are working.

**Visitors**

If you are expecting a visitor, please notify the receptionist. All visitors must first check in at the reception area. Visitors are not allowed in any area of the building without being accompanied by an authorized employee. Under no circumstances will visitors be allowed in confidential, unauthorized or potentially hazardous areas.

**Severe Weather**

Severe weather is to be expected during certain months of the year. Although driving may at times be difficult, when caution is exercised the roads are normally passable. Except in cases of severe storms, we are all expected to work our regular hours. Time taken off due to poor weather conditions while the business remains open is to be used as PTO or is unpaid.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If extreme weather conditions require closing of the building, you will be notified by your supervisor.

### **Personal Telephone Calls**

It is important to keep our telephone lines free for customer calls. Although the occasional use of the company's telephones for a personal emergency may be necessary, routine personal calls should be kept to a minimum.

Personal cellular telephones must be turned off or set to a silent alert during working hours while on company premises.

### **Communications Monitoring**

The e-mail, phone and internet systems are intended for business use only. The use of the company's e-mail, phone and internet systems to solicit fellow employees or distribute non job-related information to fellow employees is strictly prohibited.

No confidential data should be sent via these means unless you have taken appropriate precautions to ensure that the information remains confidential. Employees should log out of the system whenever they leave their work areas for an extended period of time. Consistent with our harassment policy, no offensive or inappropriate message or material should ever be sent to anyone via the Company's e-mail, phone and internet systems.

Our company's policies against sexual and other types of harassment apply fully to these systems. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge. Therefore, employees are also prohibited from the display or transmission of sexually-explicit images, messages, ethnic slurs, racial epithets or anything which could be construed as harassment or disparaging to others.

Employees shall not use unauthorized codes or passwords to gain access to others' files.

All e-mail, phone and internet passwords must be made available to the company at all times. Please notify your supervisor if you need to change your password. Violation of this policy may result in disciplinary action, up to and including discharge.

For business purposes, management reserves the right to enter, search and/or monitor the company's private systems and the files/transmission of any employee without advance notice and consistent with applicable state and federal laws.

Employees should expect that communications that they send and receive by the company's private systems will be disclosed to management. Employees should not assume that communications that they send and receive by the company's private e-mail, phone and internet systems are private or confidential.

### **Dress Policy**

As a representative of company, you are expected to maintain a professional appearance. All non-office staff are expected to wear work uniforms that include a company shirt and jacket. All uniforms must be kept clean and in good repair at all times.

Office staff must be dressed in appropriate business attire.

Employees who are not professionally dressed will be sent home to change and will not be paid for the time to do so and may be subject to discipline including termination.

### **Personal Hygiene**

Maintaining a professional, business-like appearance is very important to the success of our company. Part of the impression you make on others depends on your choice of dress, personal hygiene and courteous behavior. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. While at work, you are required to be clean, dressed appropriately and well groomed.

### **Reference Checks**

Our company will not honor any oral requests for references. All requests must be in writing and on company letterhead. Generally, we will only confirm our employees' dates of employment, salary history, and job title.

Under no circumstances should an employee provide another individual with information regarding current or former employees of our company. If you receive a request for reference information, please forward it to your supervisor.

### **Two-Way Communication Devices**

Employees in certain positions are issued company two-way communication devices so that they may maintain contact with customers and co-workers when they are out of the office on business.

Employees are encouraged to take appropriate safety precautions when using their two-way communication devices. Employees are expected to comply with applicable state laws regarding the use of two-way communication devices.

Company two-way communication devices are for business purposes.

Employees are expected to demonstrate proper care of their two-way communication devices. If you lose, break or damage your company two-way communication device, report it to your supervisor at once. All two-way communication devices issued by the company must be returned upon leaving our company or upon transferring to a position that does not require a two-way communication device.

### **Recording Devices in the Workplace**

Employees are prohibited from having any form of recording or photography device in the workplace and from recording or photographing fellow employees in the workplace or during working time. Violations of this policy may result in discipline (including the possibility of discharge), immediate removal of the recording device and/or the employee from the workplace, and retention of the recording device for inspection by the company and/or legal authorities. Limited exceptions will apply when the employee in possession of the recording device has been provided advance written authorization to use the recording device by an authorized member of company management and the recording device is being used in an authorized manner to further company business.

Prohibited “recording devices” under this policy include but are not limited to cameras, camcorders, video devices, picture or video capable cellular telephones, cassette recorders, and digital voice or image recorders. Cellular telephones, PDAs, MP3 and DVD devices, portable computers, and other devices are covered if they are equipped with any device or technology that has the capability to record images or sounds. This prohibition applies irrespective of whether the recording capability is activated or not. Nothing contained herein shall preclude an employee from engaging in conduct protected by Section 7 of the National Labor Relations Act.

### **Contact with the Media**

All media inquiries regarding the company and its operations must be referred to the president. Only the president is authorized to make or approve public statements on behalf of the company. No employees, unless specifically designated by the president, are authorized to make statements on behalf of or as a representative of the company.

### **Workplace Searches**

To protect the property and to ensure the safety of all employees, customers and the company, the company reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the company's property. In addition, the company reserves the right to search any employee's office, desk, files, lockers, equipment or any other area or article on our premises. In this regard, it should

be noted that all offices, desks, files, lockers, equipment, etc. are the property of the company, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the company.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the company's security procedures or any other company rules and regulations.

The Company may also search and/or monitor computer information stored, received, or transmitted from any Company computer. We reserve the right to conduct searches and inspections of any Company owned property at any time and any place without notice. Any employee who refuses to submit to a search may be subject to appropriate disciplinary action, up to and including termination of employment.

### **Good Housekeeping**

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to your supervisor.

### **Tobacco in the Workplace**

The Company maintains a smoke and tobacco-free work environment. Smoking, tobacco chewing and tobacco use are prohibited on Company premises, inside Company vehicles and at job sites.

*Out of professional courtesy to our clients, smoking, tobacco chewing and tobacco use also are prohibited on customer premises while conducting Company business.*

### **No Weapons in the Workplace**

Possession, use or sale of weapons, firearms or explosives on work premises, while operating company machinery, equipment or vehicles for work-related purposes or while engaged in company business off premises is forbidden except where expressly authorized by the company and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm.

Employees who are aware of violations or threats of violations of this policy are required to report them. Violations of this policy will result in disciplinary action, up to and including discharge.



## **STATEMENT OF DRUG FREE WORK PLACE**

It is the policy of this company to prohibit in the work place the unlawful possession, use, dispensation, distribution, or manufacture of controlled substances. Violation of this policy will result in disciplinary action up to, and including, termination of employment. Depending upon the circumstances, other action, including notification of appropriate law enforcement agencies, may be taken against any violator of this policy. In accordance with the Drug-Free Work-Place Act of 1989, as a condition of employment, staff members must comply with this policy and notify management within five (5) days of conviction for any criminal drug violation occurring in the work-place. Failure to do so will result in immediate termination of employment pending the outcome of any legal investigation and conviction. At the present time, we do not require mandatory drug testing of all staff members but do conduct random drug tests when the safety of staff members may be in question. Such tests may be deemed necessary based on observed inconsistent or erratic behavior that constitutes a health or safety hazard to other employees or the personal safety of the employee displaying the behavior. Since the Drug-Free Place Act requires that companies be able to document the notification and receipt of its policy by each staff member, we are asking that you sign the statement below for compliance in the notification process.

## **STATEMENT OF EMPLOYEE RESPONSIBILITY**

I understand that my continued employment with the company is based largely upon my ability to work per diem assignments. It is my obligation to contact the company each and every Monday, Wednesday, and Friday to report my availability. Unemployment benefits may be denied for failure to report back for reassignment and/or for failure to accept available work assignments. I understand that when I accept an assignment it is my duty to work that assignment from start to finish. **Leaving an assignment without notice or permission will be considered abandonment and may be cause for dismissal.**

**STATEMENT OF RESIGNATION**

The company will accept the following conditions as an immediate resignation of an employee if the employee:

- Does not report for a scheduled shift
- Is involved in any unethical or illegal act while on assignment for the company
- Is tardy for assignments more than 3 times in a 60-day period
- Cancels a previously scheduled shift more than 3 times in a 60-day period

I have read and understand that any violation of the above policies will be sufficient reason for termination of my employment, and agree to its terms by my signature below:

Antonio Davis sr  
\_\_\_\_\_  
PRINT Your Name

  
\_\_\_\_\_  
Signature

A.D.  
\_\_\_\_\_  
Date

**Acknowledgement of Receipt Antiharassment Policy**

I certify that I have received a copy of Employer Solutions Staffing Group's Antiharassment Policy. I understand that it is my responsibility to read this policy and ask my supervisor, a member of management or to telephone Employer Solutions Group (ESSG) at **952.835.1288/1.866.496.7573** with any questions I may have about this policy. I agree to comply with ESSG's policy on Antiharassment and understand failure to comply is grounds for disciplinary action, up to and including termination.

I also agree that if at any time during my employment I am involved in any employment dispute or I am subjected to any type of discrimination, including discrimination because of race, sex, age, religion, color, national origin, disability, marital, sexual orientation or veteran status, or if I am subjected to any type of harassment including sexual harassment, I will immediately contact my supervisor, manager, director or ESSG's Human Resource Department at **1-952-835-1288 / 1-866-496-7573** in order to obtain assistance in the resolution of such matters.

Employee Name (Please Print)

Antonio Davis sr

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Employee's Social Security Number: 450-79-3110

Employee's Signature:



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Date:



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**RECEIPT OF EMPLOYEE HANDBOOK AND EMPLOYMENT-AT-WILL STATEMENT**

This is to acknowledge that I have read and received a copy of the Employer Solutions Staffing Group LLC (ESSG) Assigned Employee Handbook and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities and obligations of my employment with the company. I understand and agree that it is my responsibility to abide by the rules, policies and standards set forth in the Handbook.

I also acknowledge that my employment with ESSG is not for a specified period of time and can be terminated at any time for any reason, with or without cause or notice, by me or by the company. I acknowledge that no oral or written statements or representations regarding my employment can alter the foregoing. I also acknowledge that no manager or employee has the authority to enter into an employment agreement, express or implied, providing for employment other than at-will.

**I also acknowledge that, except for the policy of at-will employment, ESSG reserves the right to revise, delete and add to the provisions of this Employee Handbook. All such revisions, deletions or additions must be in writing and must be signed by the CEO of the company. No oral statements or representations can change the provisions of this Handbook. I also acknowledge that, except for the policy of at-will employment, terms and conditions of employment with the company may be modified at the sole discretion of the company, with or without cause or notice, at any time. No implied contract concerning any employment-related decision, term of employment or condition of employment can be established by any other statement, conduct, policy or practice.**

**I understand the foregoing agreement concerning my at-will employment status and the company’s right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and ESSG concerning the duration of my employment, the circumstances under which my employment may be terminated and the circumstances under which the terms and conditions of my employment may change. I further understand that this agreement supersedes all prior agreements, understandings and representations concerning my employment with the company.**

If I have questions regarding the content or interpretation of this Handbook, I will bring them to the attention of ESSG or CMG.

DATE: 8/22/2022

EMPLOYEE NAME: Antonio Davis sr

EMPLOYEE SIGNATURE: 

ESSG REPRESENTATIVE: \_\_\_\_\_