



*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 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 to 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—

- Be punctual, friendly and courteous. Observe the customer's regulations regarding breaks, smoking and other procedures.
- Dress neatly and appropriately for the job. Your client service manager will inform you of any dress requirements.
- Do not operate machinery, power equipment or customers' vehicles without specific permission from your client service manager at Michigan Staffing / Aspen Search Group / Personnel Unlimited Squared or a recognized authority figure from our customer (e.g. supervisor or manager). Do not operate any equipment without first receiving proper safety instructions.
- You must notify us if you are asked to change your job function - We will provide you with the details regarding your assignment. If the Client makes changes to the responsibilities of that assignment, notify your Service Representative. Failure to do so may impact your current or future employment.
- 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 weekly with legally required taxes and Social Security deductions withheld.  
**THIS IS THE LAW.**

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

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

|                                                                            |
|----------------------------------------------------------------------------|
| <p><b><u>NO TIME CARD, NO SIGNATURE =</u></b><br/><b><u>NO PAY</u></b></p> |
|----------------------------------------------------------------------------|

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 Michigan Staffing/ Aspen Search Group/Personnel Unlimited Squared at (586) 751-5608 (Warren) or (734) 522-0808 (Livonia) to let us know of your availability for work.

Payday is Friday by 10:30am. Pay will be deposited to your paycard account or by direct deposit on Fridays no later than 10:30am.

## Policies and Procedures

1. You must telephone your client service manager at Michigan Staffing / Aspen Search Group / Personnel Unlimited Squared at (586) 751-5608, and press 134 to reach the Availability Line, at least once per week each and every week, both prior to being assigned and after the end of any assignment, to advise us of your availability. You will be considered unavailable for work if we do not receive a telephone call from you every week.
2. 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.
3. 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.
4. 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 pay will be released unless the **original white copy of your timecard which has been signed by the client** is received in our office.

**Pay will be deposited to your paycard account or by direct deposit on Fridays no later than 10:30am unless otherwise notified.**

5. You must inform us of any telephone changes and/or address changes.
6. 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:**

7. If you are a "No Call/No Show" for your assignment, it is grounds for termination.
8. 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.
9. **Under no circumstances** will you log onto the Internet at a client's site for any reason, unless you have the client's express approval in writing.
10. 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.
11. Any form of verbal or physical abuse in association with your assignment is grounds for immediate termination at the discretion of your client service manager at Michigan Staffing / Aspen Search Group / Personnel Unlimited Squared.

12. ESSG prosecutes employees for forgery, altered timecards, and/or theft. Penalties up to \$5,000 and/or imprisonment can be enforced.
13. **Absolutely no personal telephone calls** while you are on the premises of your job assignment.
14. Possession of weapons of any kind, whether or not concealed, on your person or in your vehicle, are prohibited on our premises or our Clients' premises ("premises" includes privately owned property such as parking lots, outside break areas, walkways, etc.).
15. Falsification or misrepresentation of employment records, application for employment, time documents, company reports or statements.
16. Sabotage, insubordination or deliberate interference with company projects, products or operations.
17. Misuse of any Client equipment (i.e. computers, fax, phones, copiers).
18. Violation of any safety rules that place other employees or self in danger, or intentional acts of gross negligence that place yourself or others in danger.

## **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.

## **Additional Procedures**

- If you get lost, are going to be late, or are unable to report to your assignment for any reason, **call your supervisor as soon as you know, with as much notice as possible.**
- If you have problems or concerns while working on the job, be sure to contact your supervisor. **Never** walk off or leave the job. Any questions or problems regarding your assignment can be addressed by calling a client service manager at Michigan Staffing / Aspen Search Group / Personnel Unlimited Squared, by calling (586) 751-5608.
- Notify your supervisor immediately of changes to your address, telephone number or tax exemptions.

- On or before the last day of an assignment, always return any security badge and/or other company property issued to you by ESSG and/or ESSG's client. Failure to do so may be viewed as theft, by criminal conversion of property. If property is not returned in these situations, ESSG and/or other related parties will pursue all lawful options and/or allowable wage deductions for recovery of the property or the value therein.

## ***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 your Client Service Manager, 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 that the Regional OSHA office 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.
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 supervisor to which you are assigned to give notice as soon as you know that you will not be able to attend your shift. The sooner you let your supervisor know you will not be attending a shift the better!

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)**

### **Exceptions**

Exceptions may be made to this policy in management's discretion.

## **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 Amendments 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.

## **Affordable Care Act**

ESSG complies with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of “minimum essential coverage” to “full-time” employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations. An employee's eligibility for participation in ESSG's qualified ACA plan is governed by applicable law and the terms of the relevant plan document.

## **Federal Family and Medical Leave Act**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition, granted for length of incapacity only. ; or
- for a serious health condition that makes the employee unable to perform the employee's job.
- a qualifying situation that may arise for a parent's, child's, or spouse's active duty or call to active duty in support of a contingency operation, or up to a maximum of twenty-six (26) weeks in a case involving leave to care for a qualifying recovering parent, child, spouse or next of kin (nearest blood relative) who is a service member in the Armed Forces.\*The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition."

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

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

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

## **ANTI-HARASSMENT POLICY**

It is the policy of ESSG and Michigan Staffing / Aspen Search Group / Personnel Unlimited Squared 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 Anti-Harassment 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 Anti-Harassment Policy prohibits harassment and/or retaliation by any individual employed by, doing business with or for, or visiting Michigan Staffing / Aspen Search Group / Personnel Unlimited Squared 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 ESSG **(by telephoning 866-496-7573 or 952-835-1288)** and/or Michigan Staffing / Aspen Search Group / Personnel Unlimited Squared (by telephoning 586-751-5608, press 0, ask for your Client Service Manager or Operations Manager). 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 Anti-Harassment 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.

## **Agreement to Confidentiality**

This Agreement is made between Employee and Employer Solutions Staffing Group LLC (ESSG), by the signing of the Acknowledgement of Employee Handbook.

Employee will perform services as an Employee of ESSG for one or more Assigned Client Companies which may require Assigned Client Company to disclose confidential and proprietary information ("Confidential Information") to Employee. (Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to Employee's services for assigned client company, the business or operations of Assigned Client Company, and/or the products, drawings, plans, processes, or other data of Assigned Client Company). Accordingly, to protect the Assigned Client Company Confidential Information that will be disclosed to Employee, the Employee agrees as follows.

A. Employee will hold the Confidential Information received from Assigned Client Company in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.

B. Employee will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by Assigned Client Company.

C. Employee will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for Assigned Client Company.

D. Employee will, upon the request or upon termination of his/her relationship with Assigned Client Company, deliver to assigned client company any drawings, notes, documents, equipment, and materials received from Assigned Client Company or originating from its activities for Assigned Client Company.

E. Assigned Client Company shall have the sole right to determine the treatment of any information **that is part or project specific** received from Employee, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name or to follow any other procedure as Assigned Client Company may deem appropriate.

F. Assigned Client Company reserves the right to take disciplinary action, up to and including termination for violations of this agreement.

**"Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing:**

(1) Immunity—An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) Use of Trade Secret Information in Anti-Retaliation Lawsuit—An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—(A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

EMPLOYEE represents and warrants by signing the Acknowledgement of Employee Handbook that it is not under any preexisting obligations inconsistent with the provisions of this Agreement.

Signing below Acknowledgement of Employee Handbook signifies that the Employee agrees to the terms and conditions of the agreement stated above.

## **Employee Pay**

If you detect an error on your pay, report it to your Client Service Manager 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 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 Client Service Manager at (586) 751-5608. 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, Michigan Staffing/ Aspen Search Group/Personnel Unlimited Squared 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. Michigan Staffing/ Aspen Search Group/Personnel Unlimited Squared normal office business hours are 8:00 a.m. to 5:00 p.m. Monday through Friday. Check with your supervisor if you have questions about your hours of work at your assignment.

## **Employment Verifications**

If an employment verification or social service form is needed, please fax your request to 586-751-8815 and allow a 5-business-day turnaround time, barring any difficulties obtaining needed details to process your request. **It is our Company policy to not issue separation notices or written short-term / temporary shutdown notices.**

## **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.

## **Weapons**

Weapons of any kind, whether concealed or not concealed, on your person or in your vehicle, are prohibited on our premises or our Clients' premises ("premises" includes privately owned property such as parking lots, outside break areas, walkways, etc.).

## **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 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 safety instructions could be verbal or was given by instructional DVD at time of application process. 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 Safety Data Sheets (SDS) 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.

## ESSG WORKPLACE SAFETY POLICY

It is ESSG's policy that all employees should be able to enjoy a hazard free and safe work environment. It is ESSG's duty to:

- (1) Ensure that its clients provide you with a workplace free from serious recognized hazards and comply with standards, rules and regulations issued under the OSH Act.
- (2) Ensure that its clients perform a job hazard assessment in order to identify and eliminate potential safety and health hazards and to determine necessary training and protections for employees at the facility.
- (3) Make sure employees have and use safe tools and equipment.
- (4) Establish or update operating procedures and communicate them so that employees follow safety and health requirements.
- (5) Provide safety training in a language and vocabulary workers can understand.

ESSG is committed to vigorously enforcing its OSHA Compliance Policy.

To help ensure a safe workplace, you have certain responsibilities too, which include the following:

- Responsibility to work in compliance with OSHA laws and regulations
- Responsibility to use personal protective equipment and clothing as directed by the host employer
- Responsibility to report workplace hazards and dangers
- Responsibility to work in a manner as required by the employer and use the prescribed safety equipment.

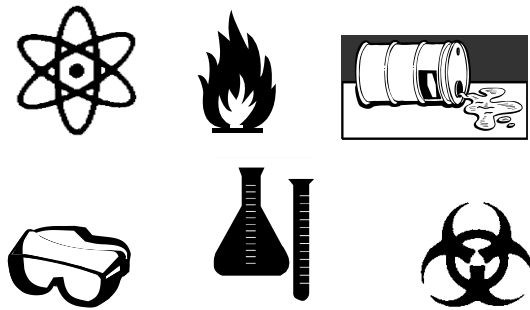
You have the following basic rights:

- Right to refuse unsafe work
- Right to know or be informed about actual and potential dangers in the workplace
- Right to review copies of appropriate standards, rules, regulations and requirements that the host employer is required to have available at the workplace.
- Right to request information about safety and health hazards in the workplace, appropriate precautions to take, and procedures to follow if involved in an accident or exposed to hazardous substances
- Right to gain access to relevant personal exposure and medical records.

You can have your name withheld from the host employer and any other entity, by request, if you sign and file a written complaint. You can request to be advised of OSHA actions regarding a complaint, and request an informal review of any decision not to inspect the site or issue a citation. And, you can file a complaint if you are punished or discriminated against for acting as a "whistleblower" under the OSH Act or 13 other federal statutes for which OSHA has jurisdiction, or for refusing to work when faced with imminent danger of death or serious injury and there is insufficient time for OSHA to inspect. Retaliation or reprisal taken against anyone who has expressed concern about workplace safety is illegal.

If you believe that your right to a safe workplace has been violated, you can make a report to a manager of the host worksite employer and/or ESSG (by telephoning **952.835.1288/1.866.496.7573**) and asking for the ESSG Safety Director. You can also

contact OSHA directly with any concern. ESSG recognizes the serious nature of ensuring workplace safety will endeavor to protect any employee who may have been subjected to unsafe or hazardous worksite conditions.



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

## **Statement of a Drug Free Workplace**

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.

## **Drug and Alcohol Policy**

### **1. PURPOSE**

Alcohol and drug abuse adversely affects job performance, the kind of work an employee performs and an employee's opportunities for successful employment. It is the intent of this document to provide employees with ESSG's [hereafter "the Company"] policy regarding the use of drugs and alcohol while at work. The Company does not intend to intrude into the private lives of its employees, but strongly believes that a drug-free workplace is in the best interest of employees and non-employees alike.

### **II. SCOPE**

This policy applies to all applicants for employment and to all employees including contract or temporary employees. The policy is applicable at Company facilities or whenever Company employees are performing company business.

### **III. DISCLAIMER**

Employment at the Company is at-will. This policy is not a unilateral employment contract and should not be interpreted as creating a unilateral employment contract.

### **IV. PROHIBITIONS**

A. No employee shall report to work under the influence of alcohol, any controlled substances, or any other drugs or medications that may affect the employee's alertness, coordination, reaction, response, judgment, decision-making, or safety. No employee shall report to work with any detectable amount in the employee's body or blood of any drug or other substance that is illegal under state or federal law.

B. No employee shall operate, use, or drive any equipment, machinery, or vehicle of the Company or any client of Company while under the influence of alcohol, any controlled substances, or any other drugs or medications that may adversely affect the employee's ability to operate such equipment, machinery, or vehicle. Employees are under an affirmative duty to immediately notify their supervisor if they are not in an appropriate mental or physical condition to operate, use, or drive any equipment machinery, or vehicle or otherwise safely perform their job duties.

C. No employee shall unlawfully manufacture, distribute, dispense, possess, transfer, or use a controlled substance in the workplace or wherever the Company's work is being performed.

D. Engaging in off-duty sale, purchase, transfer, use or possession of illegal drugs or controlled substances may have a negative effect on an employee's ability to perform his/her work for the Company. In such circumstances, the employee is subject to discipline.

E. When an employee is taking medically authorized drugs or other substances that may alter job performance, the employee is under an affirmative duty to notify their supervisor of the temporary inability to perform his or her job duties.

F. The Company shall notify the appropriate law enforcement agency, licensing boards, and other relevant authorities when it has reasonable suspicion to believe that an employee may have illegal drugs in his or her possession at work or on company premises.

G. Employees shall not consume alcoholic beverages during lunch periods, dinner periods, or breaks when returning immediately thereafter to perform work on behalf of the Company. In situations where the employee conducts the Company's business after the intake of alcohol, the employee shall be subject to discipline up to and including discharge.

### **V. ALCOHOL AND DRUG TESTING**

As part of the Company's commitment to an alcohol and drug-free workplace, the Company reserves the right to require that applicants and employees submit to drug or alcohol testing in accordance with the provisions of state law. In the event of any conflict between this policy and state law in affect at the time of the test, the law will control.

#### **A. Who May be Subject to Testing.**

1. Job Applicants. The Company may require that all applicants for a particular position be tested for drugs or alcohol after receiving a conditional offer of employment. If the applicant tests positive for drugs or alcohol, the conditional offer may be withdrawn.

2. Routine Physical Examination Testing. The Company may require employees to undergo a drug or alcohol test once a year as part of a routine physical examination. Affected employees will be given two weeks written notice that they will be tested for drugs or alcohol as part of a routine physical.

3. Random Testing. The Company may require employees in safety-sensitive positions to undergo testing on a random selection basis. Once the random selection has been made, the Company will not waive the selection of any employees identified through the random process.

4. Reasonable Suspicion Testing. The Company may require an employee to undergo drug or alcohol testing if the Company reasonably suspects that the employee:

- a. is under the influence of drugs or alcohol;
- b. has violated the Company's written work rules prohibiting drug and alcohol use;
- c. has sustained or caused another employee to sustain personal injury as the result, at least in part, of the use of alcohol or drugs; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment or vehicles involved in a work-related accident, which resulted, at least in part, from the employee's use of alcohol or drugs.

5. Treatment Program Testing. The Company may require an employee who has been referred for chemical dependency treatment or evaluation or is participating in a treatment program under an employee benefit plan to undergo drug or alcohol testing on a random basis and without advance notice during the evaluation or treatment period and for up to two years following the completion of any treatment program.

## **B. Conducting the Testing.**

1. Consent. All employees required to undergo testing will be required to complete and sign the employee consent form attached as Appendix A.

2. Refusal to Participate. An employee or job applicant has the right to refuse testing. However, a refusal of testing will be treated as a failure to comply with Company policy and may result in withdrawal of a job offer or disciplinary action up to and including termination of employment.

3. The Laboratory. The Company will use a sealed container or cartridge that has a validity check, a nonresealable closure, or an evidentiary tape that ensure detection of any tampering, is self-contained and individually packaged, is discarded after each test; and does not allow any test component or constituent of a test system to interact between tests.

### **4. Test Results**

The Company will conduct an initial on-site test. A negative result on the initial test will be deemed a negative test result (i.e. the employee passed the test). A positive result on both the initial and confirmatory test will be deemed a positive test result (i.e. the employee failed the test.)

a. Negative Test Result. An employee or applicant who tests negative for drugs or alcohol will be given written or verbal notice that they passed the test within one working day of the Company receiving the test results from the testing laboratory.

b. Positive Test Result. An employee or applicant who tests positive for drugs or alcohol will be given written or verbal notice that they have failed the test within one working day of the test being administered. The employee or applicant will then be given the opportunity to provide any information to explain the positive result, including any over-the-counter or prescription medications the employee or applicant may have taken. An employee or applicant who wishes to submit any explanatory information must do so within three working days after being notified of the positive test result.

An employee or applicant who has a positive test result may also request a retest by a certified laboratory at the Company's expense. An employee or applicant who wishes to conduct a retest must notify the Company in writing of their intention to conduct such a retest within five working days after being notified of the positive test result. If the results of the retest are negative, the test will be considered a negative test result.

c. Right to Test Result. An employee or job applicant has the right to request and receive from the Company a copy of the test result report on any drug or alcohol test, if such a written test result exists.

**C. Costs.** All costs related to alcohol and drug testing will be paid by the Company, with the exception of any retests requested by the employee or applicant following a positive test result on a sample taken by a certified laboratory under paragraph B above.

**D. Disciplinary Action in Response to a Positive Test Result.**

1. Interim Discipline and Action: The Company reserves the right to temporarily suspend an employee or transfer the employee to another position at the same rate of pay pending the outcome of any drug or alcohol test. An employee who is suspended without pay will be reinstated with back pay if the test or any requested retest is negative.

2. Applicants. The Company reserves the right to withdraw the conditional job offer of any job applicant with a positive test result, without the opportunity to complete evaluation or treatment.

3. Employees - First Positive Test Result - Termination: The Company will not discharge an employee for the first positive test result. Instead the employee will be given the opportunity to participate in an appropriate drug or alcohol counseling or rehabilitation program as determined by a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency chosen by the Company. The employee will be responsible for paying all costs associated with any evaluation and subsequent treatment themselves or pursuant to coverage under an employee benefit plan. An employee who refuses or fails to participate in, cooperate with, or complete the evaluation or recommended treatment may be terminated. An employee who successfully completes treatment may be subject to random follow-up testing for a period of up to two years in accordance with section V.A.5. of this policy.

4. Employees - First Positive Test Result—Discipline: The Company reserves the right to take any other disciplinary action short of discharge it deems warranted following a first positive test result.

5. Employees-Subsequent Positive Test Result: An employee who has more than one positive test result may be terminated immediately following any second or subsequent positive test result without referral to or the opportunity to complete additional chemical dependency counseling or rehabilitation.

**E. Privacy of Test Results.**

1. Test results and other information acquired as a result of the testing program are private and confidential information and will not be disclosed by the Company or the testing laboratory to another employee or to third party individuals, government agencies, or private organizations without written consent of the employee or applicant being tested.

2. Evidence of a positive test result, however, may be used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing, or a judicial proceeding, provided the information is relevant to the hearing or proceeding. Such evidence may also be disclosed to any federal agency or other unit of the United States government as required under federal law, regulation, or order. Evidence of a positive test result may also be disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment.

3. The Company will provide an employee with access to information in the employee's file relating to positive test result reports and other information acquired in the testing process as well as conclusions drawn from or actions taken based upon such information.

**DRUG AND ALCOHOL  
TESTING CONSENT FORM**

1. I have been allowed to read and inspect a written copy of the ESSG policy on drugs and alcohol.

2. I have read the entire contents of this policy and I am aware and fully understand: (a) the policy and its contents; (b) what conduct the policy prohibits and the consequences of such conduct; (c) my rights under the policy and the consequences if I exercise certain rights; and (d) that certain events as described in the policy may result in adverse personnel action, including my termination from employment with ESSG.

3. I understand that this policy in any form, and any employee handbook including this policy, are not a unilateral employment contract or offer thereof.

4. I hereby voluntarily consent ESSG, or its health service providers, or other persons or entities acting for or with them, to collect a body component (blood, urine, breath, saliva, or any combination thereof) from me for testing for alcohol and/or drugs. I understand that the laboratory selected by ESSG for any subsequent lab tests may conduct testing and other analysis on the sample provided by me. I further voluntarily consent to the laboratory's disclosure to ESSG of the results of my drug and/or alcohol test and other information related to the test.

\_\_\_\_\_  
Individual's Name

\_\_\_\_\_  
Date

**DO NOT SIGN THIS PAGE—SIGN IDENTICAL PAGE AT END OF MANUAL**