



## **Associate Employee Guide**

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**Welcome new employee!**

**On behalf of your colleagues, I welcome you to Pivot Staffing and wish you every success here.**

**We believe that each employee contributes directly to Pivot Staffing growth and success, and we hope you will take pride in being a member of our team.**

**This guide was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the employee guide as soon as possible, for it will answer many questions about employment with Pivot Staffing**

**We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!**

**Sincerely,**

**Dave Stanley**

## **INTRODUCTORY STATEMENT**

Whether you have just joined our staff or have been at Pivot Staffing for a while, we are confident that you will find Pivot Staffing a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We consider the employees of Pivot Staffing to be one of its most valuable resources. This guide has been written to serve as the guide for the employer/employee relationship.

There are several things to keep in mind about this guide. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to the Human Resource department. Neither this guide nor any other Pivot Staffing document confers any contractual right, either express or implied, to remain in Pivot Staffing's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will with or without cause and without prior notice by Pivot Staffing, or you may resign for any reason at any time. No supervisor or other representative of Pivot Staffing (except the president) has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the above.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur.

This guide and the information in it should be treated as confidential. No portion of this guide should be disclosed to others, except Pivot Staffing employees and others affiliated with Pivot Staffing whose knowledge of the information is required in the normal course of business.

Some subjects described in this guide are covered in detail in official policy documents. Refer to these documents for specific information because the guide only briefly summarizes those guidelines and benefits. Please note that the terms of the written insurance policies are controlling and override any statements made in this or other documents.

This guide does not guarantee that you will be placed at a work site, but it is information to prepare you to work for Pivot Staffing.

Pivot Staffing is your direct employer even though you are assigned to a specific work site location. This means that all questions related to your employment can be answered by contacting the Pivot Staffing office.

## **CLIENT RELATIONS**

Our Clients are among Pivot Staffing's most valuable assets. Every employee represents Pivot Staffing to our customers and the public. The way we do our jobs presents an image of our entire Pivot Staffing. Clients judge all of us by how they are treated with each employee contact. Therefore, one of our first business priorities is to assist any customer or potential customer. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to our customers.

Our personal contact with the public, our manners on the telephone, and the communications we send to customers are a reflection not only of ourselves, but also of the professionalism of Pivot Staffing. Positive customer relations not only enhance the public's perception or image of Pivot Staffing, but also pay off in greater customer loyalty and increased sales.

## **EMPLOYMENT**

### **At-Will Employment**

Employment with Pivot Staffing is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, Pivot Staffing may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.

Policies set forth in this guide are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between Pivot Staffing and any of its employees. The provisions of the guide have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at Pivot Staffing's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the Chief Executive Officer of Pivot Staffing.

### **Introductory Period**

The employee's first ninety (90) days of employment with Pivot Staffing are considered an introductory period. This introductory period will be a time for getting to know fellow employees, managers and the tasks involved in the position, as well as becoming familiar with Pivot Staffing's products and services. The supervisor or manager will work closely with each employee to help them understand the needs and processes of their job.

This introductory period is a try-out time for the employee and Pivot Staffing. During this introductory period, Pivot Staffing will evaluate employees' suitability for employment and employees can evaluate Pivot Staffing as well. At any time during this first ninety (90) days, employees may resign. If, during this period, employee work habits, attitude, attendance, performance or other relevant factors do not measure up to our standards, Pivot Staffing may terminate employment.

At the end of the introductory period, the supervisor or manager will discuss each employee's job performance with them. During the course of the discussion, employees are encouraged to give their comments and ideas as well.

Completion of the introductory period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for cause. Completion of the introductory period also does not imply that employees now have a contract of employment with Pivot Staffing, other than at-will. Successful completion of the introductory period does not alter the at-will employment relationship.

A former employee who has been rehired after a separation from Pivot Staffing of more than one year is considered an introductory employee during their first ninety (90) days following rehire.

## **Employee Relations**

Pivot Staffing believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that Pivot Staffing amply demonstrates its commitment to employees by responding effectively to employee concerns.

## **Employment Reference Checks**

To ensure that individuals who join Pivot Staffing are well qualified and have a strong potential to be productive and successful, it is the policy of Pivot Staffing to check the employment references of all applicants.

Pivot Staffing will respond in writing only to those reference check inquiries that are submitted in writing.

Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

Additional checks such as a driving record or credit report may be made on applicants for particular job categories if appropriate and job related.

## **Equal Employment Opportunity Statement**

Pivot Staffing provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state and local laws. Pivot Staffing complies with applicable state and local laws governing nondiscrimination in employment in every location in which Pivot Staffing has facilities. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Pivot Staffing expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability or veteran status. Improper interference with the ability of Pivot Staffing employees to perform their expected job duties is absolutely not tolerated.



## **Alternate Dispute Resolution & Mutual Agreement to Arbitrate**

### **1. INTRODUCTION**

Pivot Staffing strives to treat every employee, regardless of position, in a fair and just manner at all times. This is consistent with our philosophy that the employment relationship should continue for as long a period as it is mutually satisfactory and desirable. You have the right to end the employment relationship at any time, for any reason and Pivot Staffing has the same right.

Unfortunately, in the day-to-day operations of our business, mistakes are made and feelings may sometimes be hurt or offended. In order for Pivot Staffing to promptly correct and remedy these situations, we believe it is important that employees have access to a fair, impartial, and speedy procedure that will resolve internally all employment disputes, without time consuming and expensive legal proceedings.

Pivot Staffing uses an 'Alternate Dispute Resolution Program' (ADRP) and 'Agreement to Arbitrate Claims' procedure to address these situations. ADRP consists of three (3) steps: a) an open door policy; b) mediation; and c) final and binding arbitration. An employee should be able to discuss effectively and fairly, all job-related conflicts using these steps.

### **2. ADRP PROCESS**

#### **Step A - Open Door Policy**

Employees who believe that they have been treated unfairly or inappropriately in the workplace are encouraged to take advantage of our open door policy.

Tell your Supervisor your problem. During this discussion, feel free to speak openly. Your supervisor's desire is to understand and aid in solving problems that arise at work. Generally, you and your supervisor will be able to resolve the problem.

**\*\* IF YOU BELIEVE SEXUAL HARASSMENT OR DISCRIMINATION HAS OCCURRED BY THOSE YOU WOULD LIKE TO TALK TO, PROCEED AT ONCE TO THE NEXT STEP FOR PROPER CONSIDERATION. \*\***

If you do not believe your problems have been straightened out with your supervisor, see the department head (if applicable). If the problem still has not been straightened out, contact the President.

The President will confer with you, and all others involved, to carefully review the facts and circumstances. If, after a thorough discussion of the matter, you still believe the problem has not been resolved to your satisfaction, you need to proceed to Step B.

#### **Step B-Mediation**

If the dispute is not resolved to your satisfaction after exhaustion of the open door policy, you may request mediation. To start the mediation process, you must submit a written request to mediate to the Human Resources Department. The request should be made as soon as possible after the dispute arose and should identify and describe the nature of the claim(s) and the facts upon which such claims are based. Upon receipt of a request to mediate, a representative of the Human Resources Department will investigate the claim(s). After the investigation is complete, the Human Resources Department representative will meet with the parties and attempt to mediate a satisfactory solution to the problem. Once a mutually acceptable agreement has

been reached, this agreement will be put in writing and signed by all parties involved. Enforcement of this agreement becomes the responsibility of the Human Resources Department.

The Human Resources Department will try to resolve all matters in an efficient and timely manner. Human Resources will notify you, in writing, once the mediation step is completed.

#### Step C-Final and Binding Arbitration

If the dispute is still unresolved after mediation, the employee may request that it be submitted to arbitration. The dispute will be heard by an independent arbitrator, which has been selected by both parties, the arbitrator normally charges an hourly fee for their services that will be split between the employee and Pivot Staffing. The arbitrator listens to the presentations by both sides and then renders a decision based on the facts. A more complete description of the arbitration procedure is presented immediately below.

### 1. AGREEMENT TO ARBITRATE AND THE ARBITRATION PROCEDURE

#### a) Introduction

Pivot Staffing recognizes that differences may arise between Pivot Staffing and an employee arising out of, or relating to, employment or termination of employment that cannot be resolved by the open door policy or by mediation. Pivot Staffing also recognizes that resolution of these differences in court is rarely timely or cost effective for anyone. Therefore, Pivot Staffing and you, the Employee, enter into this Mutual Agreement to Arbitrate ('the Agreement'), to establish and gain the benefits of speedy, impartial, and cost-effective final and binding arbitration.

It is to be understood that any reference in this Agreement to Pivot Staffing also refers to all subsidiary and affiliated entities, all benefit plans, the benefits plans sponsors, fiduciaries, and administrators, all successors and assigns of any of them, and to all Pivot Staffing officers, directors, employees or agents.

#### b) Agreement to Arbitrate any and all Disputes

Except as otherwise provided in this Agreement, Pivot Staffing and you, the Employee, agree to arbitrate all claims and controversies for which a court would otherwise be authorized to grant relief to the employee, in any way arising out of, relating to, or associated with the employment or termination of employment with Pivot Staffing. This also includes all claims that Pivot Staffing may have against the Employee or that the Employee may have against Pivot Staffing. This means that both parties agree to arbitrate all disputes for claims of wages or other compensation due; claims for breach of any contract or promise; expressed or implied; tort claims; sexual harassment claims; claims of discrimination, including, but not limited to, claims based on race, sex, religion, national origin, age, marital status, handicap, disability or medical condition; claims for benefits, except as excluded in the following paragraph; and claims for violation of any Federal, State or other governmental constitution, statute, ordinance, regulation, or the common law.

#### c) Exceptions to the Agreement to Arbitrate

This Agreement does not apply to, or cover, any claims the Employee may have for benefits under applicable workers' compensation statutes; claims for unemployment compensation benefits; claims by Pivot Staffing for injunctive and/or other equitable relief; claims based upon an employee pension or welfare benefit plan, the terms of which contain an arbitration or other non-judicial dispute resolution procedure, in which such case the provisions of such plan shall apply; and any other claim or dispute that may not legally be the subject of this Agreement to Arbitrate.

#### d) Procedures Used in Arbitration

To commence arbitration, a written request must be made to the Human Resources Department. The request should be made promptly after mediation is completed, generally within ninety (90) days. If such request is not

made in writing within the applicable statute of limitations that would apply to such claim(s), then the arbitration right is considered to have been waived.

A list of arbitrators will be provided to Pivot Staffing and the Employee. Pivot Staffing and the Employee will alternately strike names from the list until one name remains. This person will be the arbitrator. A flip of a coin will determine who strikes the first name. Any arbitration under this Agreement shall be conducted in accordance with the then existing applicable arbitration procedure.

Either party, at its own expense, may arrange for, and pay for, the cost of a court reporter to provide a stenographic record of the arbitration. The other party may obtain a copy of the record by paying, to the reporter, the reporter's fee.

The Employee may hire, at his/her own expense, a lawyer to assist and present the Employee's case. In this case, Pivot Staffing may also hire a lawyer. If the Employee chooses not to hire a lawyer to present his/her case, Pivot Staffing agrees not to hire a lawyer to present their case.

To assist the Employee in presenting his/her case, copies of relevant documents may be made from the personnel file. The arbitrator, for good cause shown, may also require either party to produce copies of any documentation, records, or other materials, subject to any terms and conditions that the arbitrator may impose.

The arbitrator, after submission of post-hearing briefs, will render a written decision to both parties. The arbitrator will charge any hourly fee, which the Employee and Pivot Staffing will split.

e) The Law the Arbitrator will follow and the Arbitrator's Authority

The arbitrator will decide whether the dispute presented violates the law of the United States or the law of the State in which employment occurred. In other words, if employment occurred in Ohio, the arbitrator will decide whether the action violates Federal or Ohio law.

The arbitrator's decision will be consistent with the fact that employment is at-will and that either the Employee or Pivot Staffing may terminate the employment relationship at any time, for any reason not contrary to law, and that this employment at-will relationship can only be changed if Pivot Staffing and the Employee agree, in writing, to do so, and that agreement is signed by the President of Pivot Staffing

The arbitrator may award such relief as equity requires, including back pay, reinstatement or front pay, and other forms of traditionally equitable relief.

The arbitrator has no other authority other than that granted to the arbitrator by this Agreement. This Agreement does not grant the arbitrator the authority to determine or review a decision or action of Pivot Staffing concerning matters over which Pivot Staffing has retained management discretion.

f) Term, Modification and Revocation

This ADRP Agreement shall survive the employer-employee relationship between Pivot Staffing and the Employee and shall apply to any claim, whether it arises during or after termination, of the Employee's employment with Pivot Staffing. This ADRP Agreement can be modified or revoked only by a written request, signed by both parties that specifically states an intent to modify or revoke the Agreement.

g) Construction and Enforceability

Any issue or dispute concerning how this ADRP Agreement was formed, or how it is applied, interpreted, or enforced, including any claim that all or any part of the Agreement is void or avoidable, shall be subject to arbitration as provided herein. The arbitrator, and not any Federal, State or local court or agency shall have authority to decide any such issue or dispute.

The decision of an arbitrator on any issue or dispute, as well as on any claim submitted to arbitration as provided in this ADRP Agreement, shall be final and binding upon both the Employee and Pivot Staffing.

If any provision of the ADRP Agreement is found to be void or otherwise unenforceable, in whole or in part, the decision will not affect the validity of the rest of the Agreement.

Either party may bring an action in any court of competent jurisdiction to compel arbitration under this ADRP Agreement and to enforce an arbitration award. Except as otherwise provided in this Agreement, both Pivot Staffing and the Employee agree that neither party shall initiate any lawsuit, which relates in any way to any claim covered by the Agreement.

## **Business Ethics and Conduct**

The successful business operation and reputation of Pivot Staffing is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of Pivot Staffing is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to Pivot Staffing, its customers, and shareholders to act in a way that will merit the continued trust and confidence of the public.

Pivot Staffing will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with the Human Resources Department for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every Pivot Staffing employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

## **Immigration Law Compliance**

Pivot Staffing is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Pivot Staffing within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resources Department. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

## **Non-Disclosure**

The protection of confidential business information and trade secrets is vital to the interests and the success of Pivot Staffing. Such confidential information includes, but is not limited to, the following examples:

- \* compensation data
- \* computer processes
- \* computer programs and codes
- \* customer/client lists
- \* potential client lists
- \* customer preferences
- \* financial information
- \* marketing strategies
- \* pending projects and proposals

Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information. If legal action is taken the employee shall bear Pivot Staffing costs, including reasonable attorneys' fees, in obtaining specific enforcement. Pivot Staffing also has the right to recover damages.

## **Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA)**

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that when needed provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of Pivot Staffing to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is our Pivot Staffing policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

Pivot Staffing will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to Pivot Staffing. Contact the Human Resource department with any questions or requests for accommodation.

## EMPLOYMENT STATUS & RECORDS

### Employment Categories

All employees are designated as either nonexempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and Pivot Staffing.

**Nonexempt employees** are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law's requirements concerning minimum wage and overtime.

**Exempt employees** are generally managers or professional, administrative or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

Pivot Staffing has established the following categories for both nonexempt and exempt employees:

- **Regular, full time:** Employees who are not in a temporary status and who are regularly scheduled to work Pivot Staffing's full-time schedule per week. Generally, these employees are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefits program.
- **Regular, part time:** Employees who are not in a temporary status and who are regularly scheduled to work less than 30 hours per week. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for most all of Pivot Staffing's other benefit programs.
- **Temporary:** Employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of Pivot Staffing's other benefit programs.

### Employment of Relatives and Personal Relationships

Pivot Staffing wants to ensure that corporate practices do not create situations such as conflict of interest or favoritism. This extends to practices that involve employee hiring, promotion and transfer. Close relatives, partners, those in a dating relationship or members of the same household are not permitted to be in positions that have a reporting responsibility to each other unless prior approval is given by the President of Pivot Staffing. Close relatives are defined as husband, wife, domestic partner, father, mother, father-in-law, mother-in-law, grandfather, grandmother, son, son-in-law, daughter, daughter-in-law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister-in-law, step relatives, cousins and domestic partner relatives.

If employees begin a dating relationship or become relatives, partners or members of the same household and if one party is in a supervisory position, that person is required to inform management and Human Resources of the relationship.

Pivot Staffing reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct-reporting relationship or authority involved.

### **Access to Personnel Files**

Employee files are maintained by the Human Resource department and are considered confidential. Managers and supervisors may only have access to personnel file information on a need-to-know basis.

A manager or supervisor considering the hire of a former employee or transfer of a current employee may be granted access to the file, or limited parts of it, in accordance with antidiscrimination laws.

Personnel file access by current employees and former employees upon request will generally be permitted within seven days of the request unless otherwise required under state law. Personnel files are to be reviewed in the Human Resource department. Personnel files may not be taken outside the department.

Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

### **Personnel Data Changes**

It is the responsibility of each employee to promptly notify Pivot Staffing of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments and other such status reports should be accurate and current at all times. If any personnel data has changed, notify your supervisor or Pivot Staffing Payroll Department.

### **Employment Applications**

Pivot Staffing relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.



## **Employment Termination**

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- \* Completed Assignment
- \* Resignation - voluntary employment termination initiated by an employee.
- \* Discharge - involuntary employment termination initiated by the organization.
- \* Layoff - involuntary employment termination initiated by the organization for non-disciplinary reasons.

Since employment with Pivot Staffing is based on mutual consent, both the employee and Pivot Staffing have the right to terminate employment at will, with or without cause, at any time.

Employee benefits will be affected by employment termination. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

## **Resignation**

Resignation is a voluntary act initiated by the employee to terminate employment with Pivot Staffing. Although advance notice is not required, Pivot Staffing requests at least 2 weeks' written resignation notice from all employees.

If an employee does not provide advance notice as requested, the employee will be considered ineligible for rehire.

## **Job Abandonment**

Employees who fail to report to work or contact their supervisor for three (3) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the third day. The supervisor shall notify the Human Resource department at the expiration of the third workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.

## **TIMEKEEPING & PAYROLL**

### **Salary, Pay Adjustments, Promotions and Demotions**

Pivot Staffing offers competitive salaries within our labor market. Because recruiting and retaining talented employees is critical to our success, Pivot Staffing is committed to paying its employees equitable wages that reflect the requirements and responsibilities of their positions and are comparable to the pay received by similarly situated employees in other organizations in the area.

Pivot Staffing is most interested in providing maximum opportunity for employee advancement within Pivot Staffing, if advancement opportunities are available. Accordingly, present employees of Pivot Staffing may be considered for promotions and may be preferred for promotion before any new employees are hired to fill vacancies that may arise. Of course, Pivot Staffing retains sole discretion to determine the factors to be applied in any promotion decision, and the relative weight of the factors.

All pay increases are based upon merit and market factors. There may not be an automatic annual cost of living or salary adjustment to reflect current economic conditions.

Employees pay also may be adjusted downward. Salary decreases may take place when there is job restructuring, job duty changes, job transfers or adverse business economic conditions.

Demotion is a reduction in responsibility, usually accompanied by a reduction in salary. If and when a demotion occurs, employees may maintain their seniority with Pivot Staffing.

Employees should bring their pay-related questions or concerns to the attention of their immediate supervisors.

### **Timekeeping**

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require Pivot Staffing to keep an accurate record of time worked in order to calculate employee pay and benefits. Employees should clock in no sooner than five (5) minutes before their scheduled shift and clock out no later than five (5) minutes after their scheduled shift.

Time worked is all the time actually spent on the job performing assigned duties. The workday is defined as the 24-hour period starting at 12:00 a.m. and ending at 11:59 p.m. The workweek covers seven consecutive days beginning on Monday and ending on Sunday. The usual workweek period is 40 hours.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. All overtime work must receive the supervisor's prior authorization. A fax or hard copy of your weekly hours must be submitted to your supervisor for approval by 10:00 am on Monday. It is the employees' responsibility to certify the accuracy of all time recorded. The supervisor will review the time record before submitting it for payroll processing.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

You are responsible for calling Pivot Staffing to let us know your assignment has ended. Within 24 hours of an assignment ending you must call Pivot Staffing, during business hours and speak with a Branch or Office

Manager regarding a new assignment. Failing to speak with someone live will be documented as failure to communicate availability.

You are responsible for checking in with Pivot Staffing every Wednesday, if currently not on an assignment, to see if work is available for you. The failure to call Pivot Staffing for a new assignment when an assignment ends will be considered a 'voluntary quit' on your part and Pivot Staffing will vigorously oppose any claim for unemployment benefits. Only you and Pivot Staffing have the right to terminate your employment with Pivot Staffing.

### **Mandatory Meal Period**

Employee meal periods are important to Pivot Staffing productivity and employee health. Employees who work at least eight (8) consecutive hours will be provided a meal break not to exceed 60 minutes. Employees are required to clock in/out for their designated lunch periods. The length of the lunch period should have the agreement of the employee's manager. The meal period will not be included in the total hours of work per day and is not compensable. Nonexempt employees are to be completely relieved of all job duties while on meal breaks and must clock out for meal periods. Under no circumstance may the waiver of the lunch period result in overtime work.

### **Paydays**

Employees are paid on a weekly basis on Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a holiday, employees will receive pay on Thursday instead of Friday.

Direct deposit is a condition of employment. Employees will have pay directly deposited into their bank accounts or pay card as listed on your written authorization form to Pivot Staffing. Should you change or close your designated account you must contact your Staffing Coordinator and complete a new Direct Deposit form indicating the action that should be taken: account change, discontinued direct deposit, etc. Generally, you should allow a minimum of one week for new enrollment or changes in your direct deposit. Employees will have access to an itemized statement of wages per pay period.

If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to the Payroll Department.

### **Overtime**

Pivot Staffing complies with all applicable federal and state laws with regard to payment of overtime work.

The workweek begins at 12:00 a.m. on Monday morning and ends at 11:59 p.m. on Sunday night.

Employees who anticipate the need for overtime to complete the week's work must notify the supervisor in advance and obtain approval before working hours that extend beyond their normal schedule.

During busy periods employees may be required to work extended hours. When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Failure to work scheduled overtime or overtime worked without prior authorization from his/her supervisor may result in disciplinary action, up to and including possible termination of employment.

### **Pay Deductions**

The law requires that Pivot Staffing make certain deductions from every employee's compensation. Among these are applicable FICA (Social Security and Medicare), federal, state, and local income taxes. Voluntary deductions for health care benefits, 401(k), lost check fees and the like can be made after an employee completes the necessary authorization forms.

In addition, Pivot Staffing deducts court-ordered garnishments for personal debts, such as child support, without the employee's prior authorization. Deductions for federal, state, and city tax liens also can be made by Pivot Staffing without prior employee authorization.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your supervisor can assist in having your questions answered.

### **Administrative Pay Corrections**

Pivot Staffing takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of your supervisor or the Payroll Department so that corrections can be made as quickly as possible.

### **Lost or Stolen Paychecks**

An employee should report a lost or stolen paycheck to their supervisor or the Payroll Department immediately. Pivot Staffing will issue a new paycheck to the employee after a stop payment of the original check is confirmed. This may take up to 10 business days. All fees associated with the stop payment will be the responsibility of the Employees and will be deducted from the reissued check or a subsequent payroll check. However, if a check is lost through no fault of Pivot Staffing and Pivot Staffing is unable to stop payment on the check, Pivot Staffing is not obligated to indemnify the employee for the loss.

## **WORKING CONDITIONS**

### **Workers' Compensation Insurance**

Pivot Staffing provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

### **Safety**

To assist in providing a safe and healthful work environment for employees, customers, and visitors, Pivot Staffing has established a workplace safety program. This program is a top priority for Pivot Staffing. Its success depends on the alertness and personal commitment of all.

Pivot Staffing provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

### **Smoking**

In keeping with Pivot Staffing's intent to provide a safe and healthful work environment, smoking in the workplace is prohibited except in those locations that have been specifically designated as smoking areas. In situations where the preferences of smokers and nonsmokers are in direct conflict, the preferences of nonsmokers will prevail. This policy applies equally to all employees, customers, and visitors.

### **Drug-Free Workplace**

Pivot Staffing is dedicated to providing employees with a workplace that is free of drugs and alcohol. Pivot Staffing discourages drug and alcohol abuse by its employees. Pivot Staffing has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency and success at Pivot Staffing. Employees who have any detectable amounts of drugs or alcohol while on the job compromise Pivot Staffing's interests, endanger the employee's own health and safety, and the health and safety of others. This can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, delays in the completion of jobs, inferior quality in our products, and disruption of customer relations. Any

identified usage of drugs or alcohol, or any detectable amount during working hours will be grounds for discipline, up to and including termination. Pivot Staffing has a zero tolerance policy regarding drugs and alcohol.

For the safety of our employees and clients, Pivot Staffing reserves the right to test any employee at any time for the use of illegal drugs, marijuana or alcohol under state, federal or local laws. This may be done in cases where the employee's job carries a risk of injury or accident due to such use, or if there is an apparent inability to perform the duties required of that position. Specific jobs may, at Pivot Staffing's discretion, require regular drug testing. Such a test may be conducted after an accident or with probable cause of impairment while on the job. Under those circumstances the employee may be driven to a certified lab at Pivot Staffing's expense, for the drug test.

Any employee found to use, sell, possess or distribute any illegal drugs under state, federal or local laws, marijuana, or any unauthorized drugs (including excessive quantities of prescription or over-the-counter drugs) while on Pivot Staffing's premises, performing Pivot Staffing-related duties, on Client premises, or while operating any Pivot Staffing equipment is subject to disciplinary action, up to and including termination of employment. Any suspected illegal drug confiscated will be turned over to the appropriate law enforcement agency.

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

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

### **Employee Assistance and Drug-Free Awareness**

Illegal drug use and alcohol misuse have a number of adverse health and safety consequences. Information about those consequences and sources of help for drug/alcohol problems is available from the Human Resource Department, whose members have been trained to make referrals and assist employees with drug/alcohol problems.

Pivot Staffing will assist and support employees who voluntarily seek help for such problems before becoming subject to discipline and/or termination under this or other policies. Such employees may be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety sensitive or that require driving or if they have violated this policy previously.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose underlying medical conditions unless directed to do so.



## Required Testing

Pivot Staffing retains the right to require the following tests:

- **Pre-employment:** All applicants must pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.
- **Reasonable suspicion:** Employees are subject to testing based on observations by a supervisor of apparent workplace use, possession or impairment. Human Resources must be consulted before sending an employee for reasonable suspicion testing.
- **Post-accident:** Employees are subject to testing when they cause or contribute to accidents that seriously damage a Pivot Staffing vehicle, machinery, equipment or property and/or result in an injury to themselves or another employee requiring off-site medical attention. In any of these instances, the investigation and subsequent testing must take place within two (2) hours following the accident, if not sooner.
- **Follow-up:** Employees who have tested positive, or otherwise violated this policy, are subject to discipline up to and including discharge. Depending on the circumstances and the employee's work history/record, Pivot Staffing may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies for a minimum of one (1) year but not more than two (2) years. If the employee either does not complete his/her rehabilitation program or tests positive after completing the rehabilitation program, he/she will be subject to immediate discharge from employment.
- **Random:** Employees may be selected at random for drug testing at any time. These tests are unannounced and unexpected by employees. According to the Department of Labor, employees are put in a lottery-like testing pool and are randomly selected. Random selection also creates an equal chance for all employees to be picked for testing. Random drug testing has little to no advanced notice, which is an effective deterrent to employee drug use.

## Consequences

Applicants who refuse to cooperate in a drug test or who test positive will not be hired.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated.

The first time an employee tests positive for alcohol or illegal drug use under this policy, the result will be discipline up to and including discharge.

Employees will be paid for time spent in alcohol/drug testing and then suspended pending the results of the drug/alcohol test. After the results of the test are received, a date/time will be scheduled to discuss the results of the test; this meeting will include a member of management and Human Resources. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.



## **Confidentiality**

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the medical review officer (MRO) shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files.

## **Inspections**

Pivot Staffing reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline up to and including discharge.

## **Crimes Involving Drugs**

Pivot Staffing prohibits all employees from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on Pivot Staffing premises, while on Client premise, or while conducting Pivot Staffing business. Employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel shall be notified, as appropriate, when criminal activity is suspected.

## **Workplace Bullying**

Pivot Staffing defines bullying as "repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment." Such behavior violates Pivot Staffing Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that Pivot Staffing will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. Pivot Staffing considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.
- **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

## **Violence in the Workplace**

All employees, customers, vendors and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others.

Conduct that threatens, intimidates or coerces another employee, customer, vendor or business associate will not be tolerated. Pivot Staffing resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace. Pivot Staffing treats threats coming from an abusive personal relationship as it does other forms of violence.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a supervisor, security personnel, Human Resources, member of Pivot Staffing's Management Team or any member of senior management. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Employees should promptly inform the Human Resource department of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to intimate partner violence. Pivot Staffing will not retaliate against employees making good-faith reports. Pivot Staffing is committed to supporting victims of intimate partner violence by providing referrals to Pivot Staffing's employee assistance program (EAP) and community resources and providing time off for reasons related to intimate partner violence.

Pivot Staffing will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. Pivot Staffing will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, Pivot Staffing may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

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

Pivot Staffing encourages employees to bring their disputes to the attention of their supervisors or Human Resources before the situation escalates. Pivot Staffing will not discipline employees for raising such concerns.

## **EMPLOYEE CONDUCT**

### **Employee Conduct and Work Rules**

To ensure orderly operations and provide the best possible work environment, Pivot Staffing expects employees to follow rules of conduct that will protect the interests and safety of all employees and Pivot Staffing

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace in addition to client worksites. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- \* Theft or inappropriate removal or possession of property
- \* Falsification of timekeeping records
- \* Working under the influence of alcohol or illegal drugs
- \* Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- \* Fighting or threatening violence in the workplace
- \* Boisterous or disruptive activity in the workplace
- \* Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- \* Insubordination or other disrespectful conduct
- \* Willfully or carelessly violating safety or health rules
- \* Smoking in prohibited areas
- \* Sexual or other unlawful or unwelcome harassment
- \* Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- \* Excessive absenteeism or any absence without notice
- \* Excessive tardiness that does not have good cause or the employee fails to notify the supervisor prior to start of shift that he/she will be late.
- \* Unauthorized absence from work station during the workday
- \* Unauthorized use of telephones, mail system, or other employer-owned equipment
- \* Unauthorized disclosure of business "secrets" or confidential information
- \* Violation of personnel policies
- \* Unsatisfactory performance or conduct
- \* Insubordination or refusing to follow instructions from a supervisor or manager; refusal or unwillingness to accept a job assignment or to perform job requirements.
- \* Failure to observe scheduled work hours, failure to contact a supervisor or manager in the event of illness or any absence within thirty (60) minutes of the scheduled start of work; failure to report to work when scheduled; unauthorized or excessive use of sick leave or any other leave of absence.
- \* Leaving the office during scheduled work hours without permission; unauthorized absence from assigned work area during regularly scheduled work hours.
- \* Sleeping or loitering during regular working hours.
- \* Please use professional language. Foul language is unacceptable. This includes swear words, slang and jargon.

Employment with Pivot Staffing is at the mutual consent of Pivot Staffing and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice. If you are terminated or resign, you may not revisit, call, or interrupt our client.

## **Sexual and Other Unlawful Harassment**

Pivot Staffing is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, Pivot Staffing expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

It is the policy of Pivot Staffing to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran. Pivot Staffing prohibits any such discrimination or harassment.

Pivot Staffing encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of Pivot Staffing to promptly and thoroughly investigate such reports. Pivot Staffing prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

### **Definitions of Harassment**

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law or that of his/her relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on Pivot Staffing time or using Pivot Staffing equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.

## **Individuals and Conduct Covered**

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to Pivot Staffing (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise the Human Resources Department or any member of management so it can be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

## **Progressive Discipline**

The purpose of this policy is to state Pivot Staffing's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

Pivot Staffing's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with Pivot Staffing is based on mutual consent and both the employee and Pivot Staffing have the right to terminate employment at will, with or without cause or advance notice, Pivot Staffing may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps -- verbal warning, written warning, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment.

The following outlines Pivot Staffing's progressive discipline process:

- **Verbal warning:** A supervisor verbally counsels an employee about an issue of concern, and a written record of the discussion is placed in the employee's file for future reference.
- **Written warning:** Written warnings are used for behavior or violations that a supervisor considers serious or in situations when a verbal warning has not helped change unacceptable behavior. Written warnings are placed in an employee's personnel file. Employees should recognize the grave nature of the written warning.
- **Performance improvement plan:** Whenever an employee has been involved in a disciplinary situation that has not been readily resolved or when he/she has demonstrated an inability to perform assigned work responsibilities efficiently, the employee may be given a final warning or placed on a performance improvement plan (PIP). PIP status will last for a predetermined amount of time not to exceed 90 days. Within this time period, the employee must demonstrate a willingness and ability to meet and maintain

the conduct and/or work requirements as specified by the supervisor and the organization. At the end of the performance improvement period, the performance improvement plan may be closed or, if established goals are not met, dismissal may occur.

Pivot Staffing reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion and discharge.

Pivot Staffing recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy includes examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and Pivot Staffing.

## **Problem Resolution**

Pivot Staffing is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from Pivot Staffing supervisors and management.

Pivot Staffing strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with Pivot Staffing in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. Employee presents problem to immediate supervisor after incident occurs. If supervisor is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to Human Resources Department or any other member of management.
2. Supervisor responds to problem during discussion or after consulting with appropriate management, when necessary. Supervisor documents discussion.
3. Employee presents problem to Human Resources Department if problem is unresolved.
4. Human Resources Department counsels and advises employee, assists in putting problem in writing, visits with employee's manager(s), if necessary, and directs employee to Branch Manager for review of problem.
5. Employee presents problem to Branch Manager in writing.
6. Branch Manager reviews and considers problem. Branch Manager informs employee of decision and forwards copy of written response to Human Resources Department for employee's file. The Branch Manager has full authority to make any adjustment deemed appropriate to resolve the problem.

Problems, disputes, or claims not resolved through the preceding problem resolution steps are subject to final and binding arbitration. The arbitration proceeding will be conducted under the Employment Dispute Resolution Rules of the American Arbitration Association. The decision or award of the Arbitrator made under these rules is exclusive, final, and binding on both parties, their beneficiaries, executors, administrators, successors, and assigns.

Employees who choose to use the arbitration process to resolve a problem will be expected to share the cost of the arbitration proceeding with Pivot Staffing. A complete description of the arbitration procedure is available from the Human Resources Department for review.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure everyone's job security.

## **Attendance and Punctuality**

Patterns of absenteeism or tardiness may result in discipline. Three consecutive days of absence due to illnesses or injuries will require a physician's note and a return to work authorization from the physician.

Not reporting to work and not calling to report an absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. **A no call/no show lasting three days will be considered job abandonment and be deemed an employee's voluntary resignation of employment.**

## **Personal Appearance**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image Pivot Staffing presents to customers and visitors.

During business hours or when representing Pivot Staffing, you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing with customers or visitors in person.

Your supervisor or department head is responsible for establishing a reasonable dress code appropriate to the job you perform. If your supervisor feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstance, you will not be compensated for the time away from work. Consult your supervisor if you have questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be made to a person with a disability.

Without unduly restricting individual tastes, the following personal appearance guidelines should be followed, unless specified by your supervisor:

- \* Canvas or athletic type shoes and flip-flops are not appropriate professional attire.
- \* Mustaches and beards must be clean, well-trimmed, and neat.
- \* Hairstyles are expected to be in good taste.
- \* Excessive makeup is not permitted.
- \* Offensive body odor and poor personal hygiene is not professionally acceptable.
- \* Perfume, cologne, and aftershave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances.
- \* Jewelry should not be functionally restrictive, dangerous to job performance, or excessive.
- \* Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, is not professionally appropriate and must not be worn during business hours.
- \* Multiple ear piercings (more than one ring in each ear) are not professionally appropriate and must not be worn during business hours.
- \* Torso body piercings with visible jewelry or jewelry that can be seen through or under clothing must not be worn during business hours.
- \* Visible excessive tattoos and similar body art must be covered during business hours.
- \* Clothing must be free of tears and holes.



## **Electronic Communication and Internet Use**

The following guidelines have been established for using the Internet, Pivot Staffing-provided cell phones and e-mail in an appropriate, ethical and professional manner:

- Internet, Pivot Staffing-provided equipment (e.g., cell phone, laptops, computers) and services may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing or pornographic nature.
- The following actions are forbidden: using disparaging, abusive, profane or offensive language; creating, viewing or displaying materials that might adversely or negatively reflect upon Pivot Staffing or be contrary to Pivot Staffing's best interests; and engaging in any illegal activities, including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and Pivot Staffing-provided equipment such as cell phones and laptops.
- Employees may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only.
- Employees must not use the system in a way that disrupts its use by others. Employees must not send or receive large files that could be saved/transferred via thumb drives. Employees are prohibited from sending or receiving files that are not related to work.
- Employees should not open suspicious e-mails, pop-ups or downloads. Contact IT with any questions or concerns to reduce the release of viruses or to contain viruses immediately.
- Internal and external e-mails are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside Pivot Staffing.

## **Right to Monitor**

All Pivot Staffing-supplied technology and Pivot Staffing-related work records belong to Pivot Staffing and not to the employee. Pivot Staffing routinely monitors use of Pivot Staffing-supplied technology. Inappropriate or illegal use or communications may be subject to disciplinary action up to and including termination of employment.

## **Social Media - Acceptable Use**

Below are guidelines for social media use. See full policy for details.

Post only appropriate and respectful content.

- Maintain the confidentiality of Pivot Staffing trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities. Such online conduct may also violate the Insider Trading Policy.

- Do not create a link from your blog, website or other social networking site to a Pivot Staffing website without identifying yourself as a Pivot Staffing associate.
- Express only your personal opinions. Never represent yourself as a spokesperson for Pivot Staffing. If Pivot Staffing is a subject of the content you are creating, be clear and open about the fact that you are an associate and make it clear that your views do not represent those of Pivot Staffing, fellow associates, members, customers, suppliers or people working on behalf of Pivot Staffing. If you do publish a blog or post online related to the work you do or subjects associated with Pivot Staffing, make it clear that you are not speaking on behalf of Pivot Staffing. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Pivot Staffing."

Pivot Staffing may monitor content out on the Internet. Policy violations may result in discipline up to and including termination of employment.

### **Solicitations, Distributions and Posting of Materials**

Pivot Staffing prohibits the solicitation, distribution and posting of materials on or at Pivot Staffing property by any employee or nonemployee, except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported by Pivot Staffing management and Pivot Staffing-sponsored programs related to Pivot Staffing's products and services.

#### **Provisions:**

- Nonemployees may not solicit employees or distribute literature of any kind on Pivot Staffing premises at any time.
- Employees may only admit nonemployees to work areas with management approval or as part of a Pivot Staffing-sponsored program. These visits should not disrupt workflow. An employee must accompany the nonemployee at all times. Former employees are not permitted onto Pivot Staffing property except for official Pivot Staffing business.
- Employees may not solicit other employees during work times, except in connection with a Pivot Staffing-approved or sponsored event.
- Employees may not distribute literature of any kind during work times or in any work area at any time, except in connection with a Pivot Staffing-sponsored event.
- The posting of materials or electronic announcements are permitted with approval from Human Resources.

Violations of this policy should be reported to Human Resources.

### **Return of Property**

Employees are responsible for all Pivot Staffing property, materials, or written information issued to them or in their possession or control.

Employees must return all Pivot Staffing property immediately upon request or upon termination of employment. Where permitted by applicable laws, Pivot Staffing may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. Pivot Staffing may also take all action deemed appropriate to recover or protect its property.

### **Visitors in the Workplace**

To provide for the safety and security of employees and the facilities at Pivot Staffing, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors should enter Pivot Staffing at the main entrance or lobby area. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on Pivot Staffing's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the main entrance.

### **Use of Phone and Mail Systems**

The telephones of Pivot Staffing are to be restricted to business calls for company business. All employees are required to be professional, conscientious and use the approved greeting at all times when using company phones and to refrain from usage of personal cell phones, including texting and downloading of web content unless subject to emergency situations and/or as authorized by a supervisor or manager.

The use of personal cell phones or other mobile devices is prohibited during working hours for personal use, including phone calls, texting and downloading of web content. Employees who violate this policy are subject to disciplinary action, up to and including termination of employment.

The use of Pivot Staffing-paid postage for personal correspondence is not permitted.

## **BENEFITS**

### **Family Leave (FMLA)**

Upon hire, Pivot Staffing provides all new employees with notices required by the U.S. Department of Labor (DOL) on [Employee Rights and Responsibilities Under the Family and Medical Act](#).

Pivot Staffing provides Family and Medical Leaves of Absence ("FMLA") without pay to eligible employees who wish to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.

Eligible employees may request family leave only after having completed 365 calendar days of service and have worked a minimum of 1,250 hours within the last calendar year. Exceptions to the service requirement will be considered to accommodate disabilities or work place injury. Eligible employees should make requests for family leave to their Staffing Coordinator at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

Employees requesting family leave related to the serious health condition of a child, spouse, or parent may be required to submit a health care provider's statement verifying the need for a family leave to provide care, its beginning and expected ending dates, and the estimated time required.

Intermittent Family Leave is not allowed for time off relating to childbirth, adoption, or placement of a foster child.

Eligible employees may request up to a maximum of 12 weeks of family leave within any 12-month period. Any combination of family leave and medical leave may not exceed this maximum limit. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than 30 calendar days. Married employee couples that both work for Pivot Staffing may be restricted to a combined total of 12 weeks leave within any 12-month period for childbirth, adoption, or placement of a foster child; or to care for a parent with a serious health condition.

Subject to the terms, conditions, and limitations of the applicable plans, Pivot Staffing will continue to provide health insurance benefits to eligible employees for the duration of the approved medical leave – up to the maximum allotment of twelve (12) weeks. Likewise, eligible employees who pay a portion of any health or benefit premium will be required to make regular monthly payments to Pivot Staffing. The employee's portion of the premium must be received by Pivot Staffing no later than the 15<sup>th</sup> of each month. More frequent payment schedules, such as weekly, are encouraged and may be arranged by contacting the Human Resource Department.

The obligation of Pivot Staffing to maintain health benefits under this FMLA stops if and when an employee informs the company of their intent not to return to work at the end of the leave period, or if the employee fails to return to work when the FMLA leave entitlement is exhausted. The employer's obligation also stops if the employee's premium payment is more than 15 days late.

As state above, exceptions to the service requirement will be considered to accommodate disabilities or work place injury. This however, does not oblige Pivot Staffing to provide and pay its portion of the health insurance. Employees not eligible for Pivot Staffing FMLA may continue their benefits through COBRA.

Under COBRA, the employee pays the full cost of coverage at Pivot Staffing's group rates plus a small administration fee. Pivot Staffing will provide each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the group health insurance plan. The notice contains additional information about the employee's rights and obligations.

So that an employee's return to work can be properly scheduled, an employee on family leave is requested to provide Pivot Staffing with at least two weeks' advance notice of the date the employee intends to return to work. When a Family Leave ends, Pivot Staffing will attempt to reinstate you to the same position at the same client location, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, Pivot Staffing will assume that the employee has resigned.

### **Voting Leave**

All employees should be able to vote either before or after regularly assigned work hours.

### **Military Leave**

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

The leave will be unpaid.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Employees on military leave for 30 days or less are required to report to Pivot Staffing for reassignment within 3 business days after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact the Pivot Staffing Human Resources Department for more information or questions about military leave.

### **Jury Duty**

Pivot Staffing encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees may request unpaid jury duty leave for the length of absence.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees are expected to report for work whenever the court schedule permits.

### **Inclement Weather**

All employees are expected to use their best effort to report to work as scheduled on inclement weather days.

In the event of inclement weather, you are responsible for contacting your local branch for possible closing or late start instructions.

## Health Insurance

Pivot Staffing's health insurance plan is a limited medical plan that satisfies the employer mandate provision of the Patient Protection and Affordable Care Act (PPACA). Our plan has both minimum essential coverage and minimum value that provides employees and their dependents access to medical coverage. We also offer other ancillary coverage such as dental, vision, disability, accident, critical illness and life insurance benefits. All full-time and part-time temporary employees, working the minimum hour requirements, are eligible to participate in our insurance plans.

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between Pivot Staffing and the insurance carriers.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) Policy for more information.

A more complete description of benefit terms and exclusions are contained in the plan summaries. Access to the plan summaries and pricing are provided to eligible employees. All benefits are handled through our on-line enrollment system ( [bnyu.com/fleetstaff](http://bnyu.com/fleetstaff)). Contact the Pivot Staffing Benefits Department at [benefits@fleetstaff.com](mailto:benefits@fleetstaff.com) for more information about health insurance benefits.

The above overview is intended only to highlight Benefits and should not be relied upon to fully determine coverage. If the above summary conflicts in any way with the Plan Document, the Plan shall prevail. Benefits are subject to change, but in the event of a change, Pivot Staffing will make its best efforts to notify you.

## 401(k) Savings Plan

Pivot Staffing has established a 401(k) savings plan to assist employees in future financial security for retirement. The Pivot Staffing 401(k) plan offers both a traditional 401(k) which is deducted on a pretax basis and a Roth 401(k) that is payroll deducted on an after tax basis. Please refer to the enrollment materials, that you will receive upon eligibility, for plan benefits and limitations. If you have any questions, please contact the 401(k) department at [401k@fleetstaff.com](mailto:401k@fleetstaff.com).

### Eligibility

- Must have attained the age of twenty-one (21)
- Must have completed 12 months of service and worked 1000 hours

### Contributions

- Employees may defer up to 100% of their compensation, not to exceed the annual limit set by the IRS
- Employee contributions are fully vested and non-forfeitable
- Employees may change the amount of their salary deferral on the first of any month

If the above summary conflicts in any way with the Plan Document, the Plan shall prevail. The 401(k) plan can be subject to change, but in the event of any change, Pivot Staffing will make its best efforts to notify you.

## **Benefits Continuation (COBRA)**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Pivot Staffing's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Pivot Staffing's group rates plus an administration fee. Pivot Staffing provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under Pivot Staffing's health insurance plan. The notice contains important information about the employee's rights and obligations.