



**FIRSTOPTION**  
WORKFORCE SOLUTIONS

**EMPLOYEE HANDBOOK, ARBITRATION PLAN,  
DRUG/ALCOHOL POLICY AND  
GENERAL SAFETY RULES**

*Effective 01/01/2021*

## Table of Contents

<b>1. INTRODUCTION.....</b>	<b>4</b>
1.1 Welcome!.....	4
1.2 Definitions.....	4
1.3 Addendum Statement.....	4
1.4 Validity Area: Texas & Outside of Texas.....	4
1.5 At-Will Employment.....	5
<b>2. NEW HIRE INFORMATION.....</b>	<b>5</b>
2.1 New Hires.....	5
2.2 Initial Employment Period.....	5
<b>3. NON-DISCRIMINATION &amp; ANTI-HARASSMENT POLICY.....</b>	<b>5</b>
3.1 Equal Employment Opportunity.....	5
3.2 Non-discrimination & Anti-Harassment.....	6
3.3 Accommodation of Disabilities.....	8
<b>4. PERSONAL CONDUCT.....</b>	<b>8</b>
4.1 Appearance & Conduct.....	9
4.2 Conflict of Interest & Outside Employment Statement.....	9
4.3 Confidential Nature of Work.....	10
4.4 Prohibited Conduct & Discipline.....	11
4.5 No Weapons Policy.....	12
4.6 Workplace Violence Policy.....	12
4.7 Non-Fraternization Policy.....	13
<b>5. RESOLVING DISPUTES.....</b>	<b>14</b>
5.1 Open Door Policy.....	14
5.2 Grievances.....	14
<b>6. HOURS OF WORK &amp; ATTENDANCE.....</b>	<b>14</b>
6.1 Hours of Work.....	14
6.2 Attendance, Punctuality & Dependability.....	14
6.3 Absenteeism / Call In Policy.....	14
<b>7. COMPENSATION &amp; BENEFITS.....</b>	<b>14</b>
7.1 Time Keeping & Payroll.....	14
7.2 Overtime Pay.....	15
7.3 Pay Day.....	15
7.4 Pay Deductions.....	15
7.5 Personnel Records.....	15
7.6 Continuation of Health Coverage.....	16
<b>8. PROPERTY &amp; EQUIPMENT.....</b>	<b>16</b>
8.1 Employer Information & Property.....	16
8.2 Use & Care of Company Property.....	16
8.3 Equipment, Tools & Uniforms.....	17
<b>9. TELEPHONES, INTERNET &amp; ELECTRONIC COMMUNICATIONS.....</b>	<b>17</b>
9.1 Telephones.....	17
9.2 Safety Policy – Cell Phones, PDA's & Electronic Devices.....	17
9.3 E-Mail & Internet Policy.....	17
9.4 Internet Use Policy.....	19
9.5 Tape Recording Policy.....	20

9.6 *Social Media Policy*.....21

**10. LEAVE & TIME OFF .....22**

    10.1 *Leave of Absence* .....22

    10.2 *Leave under the Family and Medical Leave Act (“FMLA”)* .....22

    10.3 *Military Leave*.....26

    10.4 *Pregnancy Leave* .....27

    10.5 *Time Off to Vote*.....27

**11. WORK ACCIDENTS & WORKERS’ COMPENSATION .....27**

    11.1 *Work Accidents & Emergencies* .....27

    11.2 *Workers’ Compensation* .....28

**12. WORK SEPARATION .....28**

**ARBITRATION PLAN.....28**

**DRUG AND ALCOHOL POLICY .....30**

**GENERAL SAFETY RULES .....32**

## 1. INTRODUCTION

### 1.1 Welcome!

Whether you have just joined our staff or have been at our Company for a while, we are confident that you will find us a dynamic and rewarding place in which to work and we look forward to a productive and successful association. We consider our employees to be one of our most valuable resources. This handbook is intended to answer some of the questions you may have concerning Company policies. Please read it thoroughly and retain it for future reference.

There are several things that are important to keep in mind about this handbook.

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 Resources Department. Neither this handbook nor any other Company document, confers any contractual right, either express or implied, to remain in the Company'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 the Company or you may resign for any reason at any time. No supervisor or other representative of the Company (except the Company 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.

Second, the procedures, practices, policies and benefits described in this handbook may be modified or discontinued from time to time. We will try to inform you of any changes as they occur.

Third, this handbook and the information in it should be treated as confidential and should not be disclosed to others outside of the Company. This non-disclosure requirement does not apply to discussions among Company employees and others affiliated with the Company whose knowledge of the information is required in the normal course of business.

Once again, welcome to our Company!

### 1.2 Definitions

**Company/Employer:** "FirstOption WorkForce Solutions", "FWS" or "Company" refers to your employer of record.

**Customer:** The "Customer" refers to any business to which you may be assigned.

### 1.3 Addendum Statement

Addendums to this document, if they are needed, will address two areas: (1) Special policies which are specific to the Company, and; (2) Local regulations applicable to Non-Texas employees.

### 1.4 Validity Area: Texas & Outside of Texas

The rules and policies in this document apply to all Company employees consistent with the laws and regulations of any relevant jurisdictions.

**Texas Employees:** This document addresses federal and Texas regulations applicable to all Texas employees.

**Non-Texas Employees:** Local regulations and specific state laws applicable to Non-Texas employees will be addressed in Addendums to this document. Example: If a company had Colorado employees there might be an Addendum addressing local Colorado regulations if that was necessary.

## **1.5 At-Will Employment**

If employment is offered and accepted, employment **is not** for any specific term and can be terminated at any time, with or without cause, and with or without notice, by either the Company or the employee. Furthermore, this handbook and the application for employment, is not intended to be a contract of employment and your at-will employment cannot be changed except by written documentation signed from the president or vice-president of the Company. Any oral promises of employment for a defined period or statement that are otherwise contrary to your at-will status are not binding upon the Company.

## **2. NEW HIRE INFORMATION**

### **2.1 New Hires**

New hires may be required, at Company's request, to successfully pass a physical, drug test, or other test considered legal and/or applicable. The employee may also be required to take a driving test and maintain insurance on their vehicle. Failure to do so can be cause for termination.

### **2.2 Initial Employment Period**

Every new employee goes through an initial period of adjustment in order to learn about the Company and about his/her job. During this time the employee will have an opportunity to find out if he/she is suited to, and likes, his/her new position.

Additionally, the initial employment period gives the employee's supervisor a reasonable period of time to evaluate his/her performance. The initial employment period is ninety (90) days.

During this time, the new employee will be provided with training and guidance from his/her Supervisor. He/she may be discharged at any time during this period if his/her Supervisor concludes that he/she is not progressing or performing satisfactorily. Under appropriate circumstances, the initial employment may be extended. Additionally, as is true at all times during an employee's employment with the Company, employment is not for any specific time and may be terminated at will, with or without cause and without prior notice.

At the end of the initial employment period, the employee and his/her supervisor may discuss his/her performance. Provided his/her job performance is "satisfactory" at the end of the initial employment period, he/she will continue in our employment as an at-will employee.

## **3. NON-DISCRIMINATION & ANTI-HARASSMENT POLICY**

### **3.1 Equal Employment Opportunity**

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at our Company, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, age, national origin, disability, genetic information, veteran status or any other protected characteristic as established by law.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

The Human Resources Department has overall responsibility for this policy and maintains reporting and monitoring procedures. Employees' questions or concerns should be referred to the Human Resources Department.

### **3.2 Non-discrimination & Anti-Harassment**

Our Company 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 discriminatory practices, including harassment. Therefore, the Company expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment. The Company prohibits any such discrimination or harassment. Appropriate disciplinary action may be taken against any employee willfully violating this policy.

#### **Definitions of Harassment**

a. 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: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) 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, but are not limited to: 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, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature. Sex-based harassment that is, harassment not involving sexual activity or language (e.g., male manager yells only at female employees and not males) may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

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

Harassing conduct includes, but is not limited to epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

#### **Individuals and Conduct Covered**

These policies apply to all applicants and employees, and prohibit harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to the Company (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.

## **Retaliation Is Prohibited**

The Company prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

## **COMPLAINT PROCEDURE**

### **Reporting an Incident of Harassment, Discrimination or Retaliation**

The Company requires the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to the Company's policy or who have concerns about such matters must file their complaints with their immediate supervisor and the Director of Human Resources or Company President before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of the other designated representatives identified above.

### ***IMPORTANT NOTICE TO ALL EMPLOYEES:***

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action. Also, please note, federal, state and local discrimination laws establish specific time frames for initiating a legal proceeding pursuant to those laws.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, the Company strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. The Company will make every effort to stop alleged harassment before it becomes severe or pervasive, but can only do so with the cooperation of its employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

### **The Investigation**

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly and impartially. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

### **Responsive Action**

Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay or termination, as the Company believes appropriate under the circumstances.

If an employee making a complaint does not agree with its resolution, the employee may appeal to the Company's President.

Individuals who have questions or concerns about these policies should talk with the Company Director of Human Resources.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of the Company prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

### **3.3 Accommodation of Disabilities**

The Company is committed to complying with all applicable provisions of the Americans With Disabilities Act ("ADA"). It is the Company's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the Company will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the Company aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Company.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Human Resources Department. The Company encourages individuals with disabilities to come forward and request reasonable accommodation.

#### **Procedure for Requesting an Accommodation**

On receipt of an accommodation request, a member of the Human Resources Department and your supervisor will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the Company might make to help overcome those limitations.

The Company will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the Company's overall financial resources and organization, and the accommodation's impact on the operation of the Company, including its impact on the ability of other employees to perform their duties and on the Company's ability to conduct business.

The Company will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The ADA does not require the Company to make the exact accommodation the employee or job applicant wants, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs etc.).

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the Human Resources Department. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

## **4. PERSONAL CONDUCT**



#### **4.1 Appearance & Conduct**

The Company expects employees to maintain a neat, well-groomed appearance at all times. Employees should avoid extremes in dress.

The Company requires order and discipline to succeed and to promote efficiency, productivity and cooperation among its employees. The orderly and efficient operations of the Company require that employees maintain proper standards of conduct at all times.

Employees who fail to maintain proper standards of conduct toward their work, their co-workers or the Company's customers, or who violate any of the Company's policies, are subject to appropriate disciplinary action, up to and including discharge.

All instances of misconduct should be referred to the Human Resources Department immediately.

#### **4.2 Conflict of Interest & Outside Employment Statement**

##### **In General**

The Company expects employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of the Company. Business dealings that appear to create a conflict between the interests of the Company and an employee are unacceptable. The Company recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, the employee must disclose any possible conflicts so that the Company may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the Company's business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones which most frequently present problems. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, he or she should immediately contact the Human Resources Department to obtain advice on the issue. The purpose of this policy is to protect employees from any conflict of interest that might arise.

A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

##### **Outside Employment**

Employees are required to obtain written approval from their supervisor before participating in outside work activities. Approval will be granted unless the activity conflicts with the Company's interest. In general, outside work activities are not allowed when they:

- prevent the employee from fully performing work for which he or she is employed at the Company, including overtime assignments;
- involve organizations that are doing or seek to do business with the Company, including actual or potential vendors or customers; or
- violate provisions of law or the Company's policies or rules.

From time to time, Company employees may be required to work beyond their normally scheduled hours. Employees must perform this work when requested. In cases of conflict with any outside activity, the employee's obligations to the Company must be given priority. Employees are hired and continue in the Company's employment with the understanding that the Company is their primary employer and that other

employment or commercial involvement which is in conflict with the business interests of the Company is strictly prohibited.

### **Financial Interest in Other Business**

An employee and his or her immediate family may not own or hold any significant interest in a supplier, customer or competitor of the Company, except where such ownership or interest consists of securities in a publicly owned company and those securities are regularly traded on the open market. A significant interest is defined as ownership of ten percent (10%) or more of an entity's voting stock or shares, owning \$15,000 or more of the fair market value of an entity, or receiving more than ten percent (10%) of your gross income from a business entity in the previous year.

### **Acceptance of Gifts**

No employee may solicit or accept gifts of significant value (i.e., in excess of \$25.00), lavish entertainment or other benefits from potential and actual customers, suppliers or competitors. Special care must be taken to avoid even the impression of a conflict of interest.

An employee may entertain potential or actual customers if such entertainment is consistent with accepted business practices, does not violate any law or generally accepted ethical standards and the public disclosure of facts will not embarrass the Company. Any questions regarding this policy should be addressed to the Human Resources Department.

### **Work Product Ownership**

All Company employees must be aware that the Company retains legal ownership of the product of their work. No work product created while employed by the Company can be claimed, construed, or presented as property of the individual, even after employment by the Company has been terminated or the relevant project completed. This includes written and electronic documents, audio and video recordings, system code, and also any concepts, ideas, or other intellectual property developed for the Company, regardless of whether the intellectual property is actually used by the Company. Although it is acceptable for an employee to display and/or discuss a portion or the whole of certain work product as an example in certain situations (e.g., on a resume, in a freelancer's meeting with a prospective client), one must bear in mind that information classified as confidential must remain so even after the end of employment, and that supplying certain other entities with certain types of information may constitute a conflict of interest. In any event, it must always be made clear that work product is the sole and exclusive property of the Company. Freelancers and temporary employees must be particularly careful in the course of any work they discuss doing, or actually do, for a competitor of the Company.

### **Reporting Potential Conflicts**

An employee must promptly disclose actual or potential conflicts of interest, in writing, to his or her supervisor. Approval will not be given unless the relationship will not interfere with the employee's duties or will not damage the Company's relationship.

### **4.3 Confidential Nature of Work**

All Company records and information relating to the Company or its customers are confidential and employees must, therefore, treat all matters accordingly. No Company or Company-related information, including without limitation, documents, notes, files, records, oral information, computer files or similar materials (except in the ordinary course of performing duties on behalf of the Company) may be removed from the Company's premises without permission from the Company. Additionally, the contents of the Company's records or information otherwise obtained in regard to business may not be disclosed to anyone, except where required for a business purpose. Employees must not disclose any confidential information, purposefully or inadvertently through casual conversation, to any unauthorized person inside or outside the Company. Employees who are unsure about the confidential nature of specific information must ask their

supervisor for clarification. Employees will be subject to appropriate disciplinary action, up to and including dismissal, for knowingly or unknowingly revealing information of a confidential nature.

#### 4.4 Prohibited Conduct & Discipline

Any employee whose conduct, actions or performance violates or conflicts with the Company's policies may be terminated immediately and without warning. The following list is not to be inclusive but some examples of violations which may warrant immediate termination of an employee.

- Violation of any policies written in this employee handbook
- Breach of trust or dishonesty
- Theft, or the unauthorized possession of property from the Company, co-workers, visitors or customers
- Gross negligence
- Falsifying time records
- Deliberate non-performance of work
- Conviction of a felony
- Insubordination or refusing to follow a supervisor's direction
- Falsely stating or making claims of injury
- Violation of the Alcohol and Drug Policy
- Falsifying Company, client or vendor information or records including forms, reports, registers, etc.
- Any fighting, threatening, intimidating or coercing behavior
- Engaging in conduct which creates a safety hazard or violates safety or health rules

The following list is not to be inclusive but some examples of violations which may warrant the termination of an employee.

- Smoking in restricted areas
- Parking in unauthorized locations
- The use of company phones, stamps, stationery, postage meters, supplies, etc. for personal use
- Engaging in unlawful or improper conduct on or off work premises, during work or non-work hours
- Unauthorized possession, use, removing or copying of any records that are the property of the Company
- Loitering or sleeping while on duty
- Excessive or undue absenteeism or tardiness
- Failure to call or directly contact your supervisor when you will be late or absent from work
- Leaving your department or work premises without authorization during work hours
- Damaging, destroying or wasting of supplies, materials, equipment or property of the Company

*Note: The foregoing violations are not intended to be inclusive of the required discipline and proper standards of conduct or obligations which employees must observe at all times.*

Should an employee's performance, work habits, overall attitude, conduct or demeanor become unsatisfactory based on violations either of the above or of any other Company policies, rules, or regulations, the employee will be subject to disciplinary action, up to and including termination.

Before or during imposition of any discipline, employees may be given an opportunity to relate their version of the incident or problem at issue and provide any explanation or justification they consider relevant.

Where appropriate, a policy of progressive employee discipline will be followed by supervisors. Major elements of this policy include:

1. **VERBAL REPRIMAND.** The first step in the Company's progressive disciplinary policy is the "verbal reprimand." This is a verbal warning to an employee that his conduct is unacceptable, and that repeated or continued failure to conform his conduct or performance to the Company standards will result in more severe disciplinary action. Before receiving a verbal reprimand, an employee will be counseled by his supervisor and told what improvements are necessary and expected to correct any performance deficiencies. A record of the notice of the verbal reprimand may be made and retained in the employee's personnel file.
2. **WRITTEN REPRIMAND.** The second step is a "written reprimand." This reprimand will describe the unacceptable conduct or performance of the employee and specify needed changes or improvements. A copy of the written reprimand will be retained in the employee's personnel file.
3. **SUSPENSION.** Suspension of the employee's employment may, at the sole discretion of the Company, be used as a third step. The length of the suspension will vary based upon such factors as the severity of the offense, the employee's performance, and the employee's disciplinary record. An employee may be suspended for repeated instances of minor misconduct, failure to conform his conduct or performance to the standards of his position, or for a single serious offense. A record of the suspension will be retained in the employee's personnel file.
4. **TERMINATION.** The final step in the disciplinary procedure is the termination of the employee. If an employee fails to conform his conduct or performance to the standards required by the Company, the Company may, in its sole discretion, terminate the employee's employment.

Notwithstanding this progressive disciplinary procedure policy, the Company reserves the right to administer discipline in such a manner as it deems appropriate to the circumstances, and may, in its sole discretion, eliminate any or all of the steps in the discipline process.

**Failure to follow any of the rules and policies in this handbook may result in disciplinary action up to and including termination and/or unpaid suspensions (including exempt employees).**

#### **4.5 No Weapons Policy**

The Company prohibits the possession, concealment, use or transfer of any firearms (including handguns) or any other weapon (including knives, clubs, tear gas, mace, or other articles or devices used to inflict injury), while at work or on the premises of the Company or its clients, subject to the restrictions in Sections 52.061 and 52.062 of the Texas Labor Code.

Pursuant to Sections 30.06 and 30.07 Penal Code, a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter the Company or its client's premises with a concealed handgun, or openly carrying a handgun. Any violation of this policy will be grounds for discipline, up to and including termination, and may result in criminal prosecution. Security and law enforcement officers are exempted from this policy.

#### **4.6 Workplace Violence Policy**

The Company believes employees must display common sense, good judgment and a high regard for the rights and interests of others if we are to provide a safe and productive work environment. Accordingly, employees are required to adhere to essential standards of personal conduct at all times.

It is impractical to spell out everything that is expected of employees in terms of honesty, courtesy, professionalism and good conduct. In all cases, determinations as to the level of discipline are reserved by and remain within the sole discretion of management regardless of whether the behavior constitutes violence.

Actions do not need to be aimed directly towards someone or something to be considered a violation jeopardizing the safety and productivity of co-workers, customers and others. Deliberate actions that create the potential for an unsafe work place are a violation of policy and will subject the employee to disciplinary action, up to and including termination of their employment. Unauthorized possession of weapon(s), such as

firearms, explosives, knives, or box cutters, while on Company time and/or Company property is strictly prohibited.

The following are other examples of violations of this policy:

- Any act or omission that threatens, coerces or endangers the safety of co-workers, clients or self.
- Fighting, threatening or provoking a fight while on Company property and/or time.
- Destruction, damage or misuse of Company property, property of co-workers or customers.

Any employee who engages in conduct such as the type described above will be subject to disciplinary action, up to and including termination of their employment.

All incidents involving violence in the workplace must be reported to your supervisor, manager or Company management. In addition, all Company personnel are responsible for notifying their supervisor, manager or Company management of any threats that they have witnessed, received, or have been told that another person has witnessed or received. Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job-related or might be carried out on a Company-controlled site, or is connected to Company employment. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons who were threatened or were the focus of the threat or threatening behavior.

All individuals who obtain a protective or restraining order which lists Company locations, directly or indirectly, as being protected areas, must provide to their supervisor, manager or Company management a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent. The Company understands the sensitivity of the information requested and will maintain the highest degree of confidentiality possible. The Company will share such information only on an as needed basis.

#### **4.7 Non-Fraternization Policy**

The Company desires to avoid personal misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment, and employee morale and dissension problems that can potentially result from romantic or fraternal relationships involving employees in the Company with any other employee and with clients, vendors and other business associates or family members of clients, vendors or other business associates. Fraternalization, as used herein, is defined to be a personal or business relationship among individuals which includes, but is not limited to, dating and periodic private meetings away from the workplace, cohabitation (both periodic and continual), or intimate and sexual relations. Fraternalization shall also include business relationships such as monetary obligations including loans and borrowing, or partnerships or joint ventures. It is the opinion of the Company that fraternalization may lead to conflicts of interest, potential favored treatment, possible degradation in objective dealings with clients, vendors and other associates, may lead to variations in job performance and the work environment, could cause disruption and morale problems, or may have an impact on both safety and security.

**Accordingly, all employees are strongly discouraged from fraternizing or becoming romantically involved with other employees, clients, vendors or other business associates.**

An employee with a romantic or fraternal relationship with another employee, client, vendor or business associate should immediately and fully disclose the relevant circumstances to their supervisors, who in turn shall forward such information to upper management so that a determination can be made as to whether the relationship presents an actual or potential conflict of interest. If an actual or potential conflict exists, the Company may take whatever action appears appropriate according to the circumstances, up to and including transfer or termination of employment. Failure to disclose facts may lead to disciplinary action, up to and including termination.

All employees should also be aware that the Company maintains a strict policy against personal harassment of any kind, including sexual harassment. The Company will vigorously enforce this policy consistent with all applicable federal, state, and local laws.

## **5. RESOLVING DISPUTES**

### **5.1 Open Door Policy**

The Company promotes an atmosphere whereby employees can talk freely with members of the management staff. Employees are encouraged to openly discuss with their supervisor any problems so appropriate action may be taken. If the supervisor cannot be of assistance, Human Resources is available for consultation and guidance. The Company is interested in all of our employees' success and happiness with us. We, therefore, welcome the opportunity to help employees whenever feasible.

### **5.2 Grievances**

The Company is available to help you resolve misunderstandings. If you have a work related problem, it should first be discussed with your supervisor so it may be resolved quickly. If the problem is not solved, you may contact the Company's Human Resources Department for assistance.

## **6. HOURS OF WORK & ATTENDANCE**

### **6.1 Hours of Work**

The basic workday for employees is eight hours; exclusive of the meal period (work breaks under 15 minutes will be paid). The beginning and ending of your standard workweek will be given to you by your supervisor.

### **6.2 Attendance, Punctuality & Dependability**

Because the Company depends heavily upon its employees, it is important that employees attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. As such, employees are expected at work on all scheduled work days and during all scheduled work hours and to report to work on time. Moreover, an employee must notify his/her supervisor as far in advance as possible, but not later than one hour before his/her scheduled starting time if he/she expects to be late or absent. This policy applies for each day of his/her absence. An employee who fails to contact his/her immediate supervisor will be considered to have "abandoned" their job and voluntarily quit and will be subject to termination. A careful record of absenteeism and lateness is kept by the employee's supervisor and becomes part of the personnel record. To the extent permitted by law, absenteeism and lateness lessen an employee's chances for advancement and may result in dismissal.

### **6.3 Absenteeism / Call In Policy**

If it is necessary to be absent from work, or over 15 minutes late, you must notify your supervisor with the reason for your absence and your expected return to work. Employees who are absent and who do not call in shall be considered as having voluntarily terminated their employment after two (2) consecutive no call, no shows.

## **7. COMPENSATION & BENEFITS**

### **7.1 Time Keeping & Payroll**

Work hours are to be recorded by means of a time clock or time sheet. You are responsible for validating that your time is recorded accurately. If you find an error, contact your supervisor immediately. Recording other employee's time is strictly prohibited and is grounds for termination.

## **7.2 Overtime Pay**

Depending on Company work needs, employees will be required to work overtime when requested to do so. Prior approval of a supervisor, however, is required before any non-exempt employee works overtime. Employees working overtime without approval will be subject to disciplinary action.

Non-exempt full-time employees are eligible for additional pay for work performed beyond their regularly scheduled 40 weekly hours.

After the employee has worked the normal 40 hours, all additional time is paid at a rate of 1.5 times the employee's hourly rate.

Employees are responsible for calculating their own hours on a daily basis (unless otherwise directed by management).

## **7.3 Pay Day**

The Company's payday is dependent upon the pay cycle for each employee. This may be weekly, biweekly, semimonthly or a monthly pay period. Paychecks will be delivered or mailed within seven days of the end of the pay period. In case of an error in your check, notify your supervisor immediately to review the possible error. Except for emergencies adjustments will appear on your next issued check. If you lose your check, notify the Company immediately. The Company will stop payment and reissue the check after bank authorization. Please note there is a \$35.00 service charge on stop payment checks.

Some employees will select the option to have their check direct deposited into their bank account. If this option is selected, a "pre-note" will be initiated and the employee will receive a live check the first time they are paid under the direct deposit method. This is to ensure the bank account information is correct. The Company reserves the right to issue more than one "pre-note" at their discretion.

## **7.4 Pay Deductions**

The Company may be required by law to recognize certain court orders, liens, and wage assignments. When the company receives a notice pending wage assignment or garnishment, the company is requested to forward it to payroll for processing. The Company is required to make proper deductions on your behalf. Mandated deductions include some of the following:

- Child Support
- Federal Income Tax

Other deductions with your permission include:

- Dependent Health Insurance
- Uniforms
- Safety Equipment
- Other Services Requested by the employee

## **7.5 Personnel Records**

The Company maintains personnel records. If information on your paycheck stub is not correct concerning taxes, benefits, or other matters, please contact your supervisor immediately.

To keep necessary Company records up to date, it is extremely important that you notify the Human Resources Department of any changes in:

- Name and/or marital status

- Address and/or telephone number
- # of eligible dependents
- W-4 deductions
- Person to contact in case of emergency

## **7.6 Continuation of Health Coverage**

If you are in our health care plan and your employment is terminated for any reason, other than gross misconduct, or your work hours are reduced so that your health coverage is discontinued, you may be able to maintain coverage under "The Consolidated Omnibus Budget Reconciliation Act" (COBRA) for as long as 18 months or State Continuation for up to 6 months. For information on COBRA or State Continuation please contact the Company's Benefits Department directly.

## **8. PROPERTY & EQUIPMENT**

### **8.1 Employer Information & Property**

The protection of Company business information, property and all other Company assets are vital to the interests and success of the Company. No Company-related information or property, including without limitation, documents, files, records, computer files, equipment, office supplies or similar materials(except in the ordinary course of performing duties on behalf of Company) may, therefore, be removed from the Company's premises.

In addition, when an employee leaves the Company, the employee must return all Company related information and property that the employee has in his/her possession, including without limitation, documents, files, records, manuals, information stored on a personal computer or on a computer disc, supplies, and equipment or office supplies. Violation of this policy is a serious and legal offense and will result in appropriate disciplinary action, up to and including discharge and prosecution to the fullest extent of the law.

### **8.2 Use & Care of Company Property**

The Company believes that a professional work place is essential to the growth and overall well-being of your Employer and its Employees. The workplace is a reflection of our professionalism. Therefore, it is expected that all Employees will act responsibly with regard to the care of the workplace. Buildings, equipment and supplies are the property of the Company. Cooperation is expected when Employees are asked to share this property. Company property is not to be removed at any time for personal use. As a citizen of the community and an employee of your Company, it is the responsibility of each Employee to help keep the cost to a minimum and to assist in maintaining the quality of the building, furniture and equipment by following the "housekeeping rules" that are promulgated from time to time. Cleanliness of surroundings is also enjoyed by all Employees. Housekeeping is everybody's job, and it is essential for workplace safety.

If the Company provides any supplies, uniforms, equipment, automobiles and materials necessary for you to perform your job, these items are to be used solely for the Company's purposes. Employees are expected to exercise care in the use of Company equipment and property and use such property only for authorized purposes. Loss, damages or theft of Company property should be reported at once. Negligence in the care and use of Company property may be considered grounds for discipline, up to and including termination.

The Company's equipment, such as telephone, postage, facsimile and copier machine, is intended to be used for business purposes. An employee may only use this equipment for non-business purposes in an emergency and only with the permission of his or her supervisor. Personal usage, in an emergency, of these or other equipment that results in a charge to the Company should be reported immediately to your supervisor or accounting so that reimbursement can be made.



Upon termination of employment, the employee must return all Company property, uniforms, equipment, work product and documents in his or her possession or control. A payroll deduction may occur for items damaged or not returned.

### **8.3 Equipment, Tools & Uniforms**

You are responsible for the safekeeping of equipment, tools, and/or uniforms furnished to you in performing your work. (A deposit may be required.) When your employment terminates, whether voluntarily or involuntarily, you must return all equipment, tools, and/or uniforms to the Company. This policy allows the Company to recover the cost of such items that are not returned or returned in a damaged state. The Company is not responsible for lost or damaged property.

### **8.4 Fraudulent Activities Search of Property**

A search of personal property may be conducted on Company premises at any time with or without notice when an employee is suspected of being in possession of drugs or alcohol or engaging in fraudulent activities, including theft or unauthorized use of Company property. Searches of an employee's personal property will take place only in the employee's presence and all such searches will occur with the discretion and consideration of the employee. A search of personal property may include items of clothing, (for example, jackets), purses, briefcases, containers, packages, offices, desks, lockers, work areas, equipment and vehicles. Although employees may be required to empty their pockets, under no circumstances will an employee be required to remove articles of clothing or be physically searched by another employee. Searches are conducted under the direction of the Human Resources Department or their designee. An employee who refuses to give written consent to a search may be subject to disciplinary action up to and including termination.

## **9. TELEPHONES, INTERNET & ELECTRONIC COMMUNICATIONS**

### **9.1 Telephones**

Personal telephone calls must be limited to emergencies or necessities. Your Employer relies heavily on its telephones, and lines are limited. Excessive personal telephone usage will subject an Employee to discipline, up to and including discharge. No personal long-distance telephone calls may be made without the approval of the Employee's supervisor. Personal cell phones should not be used to the extent that they interfere with the work at hand and the atmosphere in the workplace. All telephone calls are subject to monitoring and recording.

### **9.2 Safety Policy – Cell Phones, PDA's & Electronic Devices**

All employees are expected to follow applicable state or federal laws or regulations regarding the use of cell phones, PDAs or electronic devices at all times. Employees who are charged with traffic violations resulting from the use of their phone, PDA or electronic device while driving will be solely responsible for all liabilities that result from such actions. Use of a cell phone, PDA or electronic device while driving is not required by the Company. Safety must come before all other concerns.

Employees are prohibited from texting or making use of other hand operated electronic functions (e-mail, gaming, web surfing or usage, etc.) while operating a motor vehicle. This prohibition includes the time waiting for a traffic signal to change or while sitting in traffic. Violations of this policy will result in discipline up to and including termination.

The Company will not be liable for lost or stolen personal electronic devices.

### **9.3 E-Mail & Internet Policy**

Employees are responsible for using the Company electronic mail (E-mail) system properly and in accordance with this policy. Any questions about this policy should be addressed to the Human Resources Department.

The E-mail system is the property of the Company. It has been provided by them for use in conducting company business. All communications and information transmitted by, received from, or stored in this system are company records and property of the Company. The E-mail system is to be used for company purposes only. Use of the E-mail system for personal purposes is prohibited unless otherwise authorized by Company management.

Employees have no right of personal privacy in any matter stored in, created, received, or sent over the mail system.

The Company, in its discretion as owner of the E-mail system, reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent over the E-mail system, for any reason and without the permission of any employee.

Even if employees use a password to access the E-mail system, the confidentiality of any message stored in, created, received, or sent from the E-mail system still cannot be assured. Use of passwords or other security measures does not in any way diminish Company rights to access materials on its system, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to the Company as E-mail files may need to be accessed by the company in an employee's absence.

Employees should be aware that deletion of any E-mail messages or files will not truly eliminate the messages from the system. All E-mail messages are typically stored on a central back-up system in the normal course of data management.

Even though the Company has the right to retrieve and read any E-mail messages, those messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any E-mail messages that are not sent to them. Any exception to this policy must receive the prior approval of Company management.

The Company's policies against sexual or other harassment apply fully to the E-mail system, and any violation of those policies is grounds for discipline up to and including discharge. Therefore, no E-mail messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law.

The E-mail system may not be used to solicit for religious or political causes, commercial enterprises, outside organizations, or other non-job related solicitations.

The E-mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior written authorization from Company management. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult your supervisor.

Management approval is required before anyone can post any information on commercial on-line systems or the Internet. Any approved material that is posted should obtain all proper copyright and trademark notices. Absent prior approval from management to act as an official representative of the Company, employees posting information must include a disclaimer in that information stating, "Views expressed by the author do not necessarily represent those of the Company."

Users should routinely delete outdated or otherwise unnecessary E-mails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. E-mails are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write E-mail communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on Company letterhead.

Because E-mail records and computer files may be subject to discovery in litigation, employees are expected to avoid making statements in E-mail or computer files that would not reflect favorably on the employee or the Company if disclosed in litigation or otherwise.

Any employee who discovers misuse of the E-mail system should immediately contact Company management or the Director of Human Resources.

Violations of this E-mail policy may result in disciplinary action up to and including discharge.

The Company reserves the right to modify this policy at any time, with or without notice.

#### **9.4 Internet Use Policy**

Certain employees may be provided with access to the Internet to assist them in performing their jobs. The Internet can be a valuable source of information and research. In addition, e-mail can provide excellent means of communicating with other employees, our customers and clients, outside vendors, and other businesses. Use of the Internet, however, must be tempered with common sense and good judgment.

If you abuse your right to use the Internet, it will be taken away from you. In addition, you may be subject to disciplinary action, including possible termination, and civil and criminal liability.

Your use of the Internet is governed by this policy and the E-Mail Policy.

***Disclaimer of liability for use of Internet:*** The Company is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an e-mail address on the Internet may lead to receipt of unsolicited e-mail containing offensive content. Users accessing the Internet do so at their own risk.

***Duty not to waste computer resources:*** Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, printing multiple copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related.

***No expectation of privacy:*** The computers and computer accounts given to employees are to assist them in performance of their jobs. Employees should not have an expectation of privacy in anything they create, store, send, or receive on the computer system. The computer system belongs to the Company and may only be used for business purposes.

***Monitoring computer usage:*** The Company has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, but not limited to, monitoring sites visited by employees on the Internet, monitoring chat groups and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing e-mail sent and received by users.

***Blocking of inappropriate content:*** The Company may use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by Company networks. In the event you

nonetheless encounter inappropriate or sexually explicit material while browsing on the Internet, immediately disconnect from the site, regardless of whether the site was subject to company blocking software.

***Prohibited activities:*** Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful, inappropriate, offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law), or in violation of the Company's equal employment opportunity policy and its policies against sexual or other harassment may not be downloaded from the Internet or displayed or stored in Company computers. Employees encountering or receiving this kind of material should immediately report the incident to their supervisors or the Human Resources Department. The Company's equal employment opportunity policy and its policies against sexual or other harassment apply fully to the use of the Internet and any violation of those policies is grounds for discipline up to and including discharge.

***Games and entertainment software:*** Employees may not use the company's Internet connection to download games or other entertainment software, including wallpaper and screen savers, or to play games over the Internet.

***Illegal copying:*** Employees may not illegally copy material protected under copyright law or make that material available to others for copying. You are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other material you wish to download or copy. You may not agree to a license or download any material for which a registration fee is charged without first obtaining the express written permission of your supervisor.

***Accessing the Internet:*** To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to the Company's network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to the Company's network.

***Virus detection:*** Files obtained from sources outside the Company, including disks brought from home; files downloaded from the Internet, newsgroups, bulletin boards, or other online services; files attached to e-mail; and files provided by customers or vendors may contain dangerous computer viruses that may damage the Company's computer network. Employees should never download files from the Internet, accept e-mail attachments from outsiders, or use disks from non-Company sources, without first scanning the material with Company-approved virus checking software. If you suspect that a virus has been introduced into the Company's network, notify your supervisor immediately.

***Sending unsolicited e-mail (spamming):*** Without the express permission of their supervisors, employees may not send unsolicited e-mail to persons with whom they do not have a prior relationship.

***Amendments and revisions:*** This policy may be amended or revised from time to time as the need arises. Users will be provided with copies of all amendments and revisions.

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

Use of the Internet via the Client Company's computer system constitutes consent by the user to all of the terms and conditions of this policy.

## 9.5 Tape Recording Policy

It is a violation of Company policy to record conversations with a tape recorder or other recording device unless prior approval is received from your supervisor or a member of upper-level management or all parties to the conversation give their consent.

The purpose of this policy is to eliminate a chilling effect on the expression of views that may exist when one person is concerned that his or her conversation with another is being secretly recorded. This concern can inhibit spontaneous and honest dialogue especially when sensitive or confidential matters are being discussed.

Violation of this policy will result in disciplinary action, up to and including immediate termination.

## **9.6 Social Media Policy**

This policy will remain effective after separation of employment.

At the Company, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all associates who work for FirstOption WorkForce Solutions, or one of its subsidiary companies in the United States (Company). Managers and supervisors should use the supplemental Social Media Management Guidelines for additional guidance in administering the policy.

### **GUIDELINES**

In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with Company, as well as any other form of electronic communication. The same principles and guidelines found in Company policies and three basic beliefs apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of Company or the Company's legitimate business interests may result in disciplinary action up to and including termination.

**Note:** Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the National Labor Relations Act to engage in protected concerted activities with other employees to improve terms and conditions of employment, such as wages and benefits.

### **Know and follow the rules**

Carefully read these guidelines, the Company Statement of Ethics Policy, the Company Information Policy and the Discrimination & Harassment Prevention Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### **Be respectful**

Always be fair and courteous to fellow associates, customers, members, suppliers or people who work on behalf of Company. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, associates or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's

reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

#### **Be honest and accurate**

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about Company, fellow associates, members, customers, suppliers, people working on behalf of Company or competitors.

#### **Post only appropriate and respectful content**

- Maintain the confidentiality of Company 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 Company website without identifying yourself as a Company associate.
- Express only your personal opinions. Never represent yourself as a spokesperson for Company. If the Company 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 Company, fellow associates, members, customers, suppliers or people working on behalf of Company. If you do publish a blog or post online related to the work you do or subjects associated with Company, make it clear that you are not speaking on behalf of Company. 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 Company.”

#### **Using social media at work**

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with the Company Policy. Do not use Company email addresses to register on social networks, blogs or other online tools utilized for personal use.

#### **Retaliation is prohibited**

The Company prohibits taking negative action against any associate for reporting a possible deviation from this policy or for cooperating in an investigation. Any associate who retaliates against another associate for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

## **10. LEAVE & TIME OFF**

### **10.1 Leave of Absence**

The granting of a leave of absence does not always guarantee that there will be a position available to you after the end of your leave. A leave of absence should be properly scheduled through your supervisor. The term “Leave of Absence” means an approved absence from work without pay for a period of time in excess of five working days.

### **10.2 Leave under the Family and Medical Leave Act (“FMLA”)**

The Family and Medical Leave Act (FMLA) provides eligible employees with up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12 month period. During this leave, an eligible employee is entitled to continued group health plan coverage as if the employee had continued to work. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or to an equivalent position.

## Employee Eligibility Criteria

To be eligible for FMLA leave, an employee must have been employed by the Company:

- for at least 12 months (which need not be consecutive);
- for at least 1,250 hours during the 12 month period immediately preceding the commencement of the leave; and
- at a worksite (a) with 50 or more employees; or (b) where 50 or more employees are located within 75 miles of the worksite.

In determining FMLA eligibility, an employee re-employed following military service will be given credit for (i) the period of uniformed service towards the months-of-employment eligibility requirement, and (ii) the hours of service that would have been performed but for the period of uniformed service.

## Events Which May Entitle an Employee to FMLA Leave

FMLA leave may be taken for any one, or for a combination of, the following reasons:

- the birth of the employee's child or to care for the newborn child;
- the placement of a child with the employee for adoption or FWSter care or to care for the newly placed child;
- to care for the employee's spouse, child or parent (but not in-law) with a serious health condition; and/or
- the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.
- "active duty leave": the employee's responding or attending to a "qualifying exigency" arising out of a covered family member's active duty or notification of an impending call or order to active duty in the Armed Forces in support of a contingency operation. A "covered family member" for purposes of this leave includes a spouse, son, daughter or parent of the employee; or
- "service member family leave": the employee's care of a spouse, son, daughter, parent, or next of kin (nearest blood relative) who has incurred a serious illness or injury in the line of duty while on active duty in the Armed Forces, and that illness or injury has rendered the service member medically unfit to perform the duties of the member's office, grade, rank or rating.

A "serious health condition" is an injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

## How Much FMLA Leave May Be Taken - *The 12 Month Period*

An eligible employee is entitled to up to 12 workweeks of unpaid leave during a 12-month period for any FMLA qualifying reason(s). The 12-month period is a rolling 12-month period measured backward from the date an employee uses any FMLA leave.

## Length of Service member Family Leave

An eligible employee is entitled to a combined total of 26 workweeks of unpaid leave within a single 12-month period for service member family leave. Leave to care for an injured or ill service member, whether or not combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period. The amount of leave available to an employee will be calculated by looking backward at the amount of leave taken within the 12-month period immediately preceding the first date of leave. If both a husband and wife are employed, and are eligible for service member leave, the two may take a combined total of 26-weeks. Intermittent leave or a reduced schedule may be approved for service member family leave where medically necessary and where the need for such leave is best accommodated through such scheduling. An employee requesting intermittent leave/reduced schedule may be transferred temporarily to an available alternative position with equivalent pay and benefits, or to a part-time position if such a position better accommodates the need for intermittent leave/reduced schedule.

Service member family leave runs concurrent with other leave entitlements provided under federal, state, and local law.

### **Limitations on FMLA Leave**

Leave to care for a newborn or for a newly placed child must conclude within 12 months after the birth or placement of the child.

When both spouses are employed by the Company, they are together entitled to a combined total of 12 workweeks of FMLA leave within the designated 12 month period for the birth, adoption or FWSt care placement of a child with the employees, for aftercare of the newborn or newly placed child, and to care for a parent (but not in-law) with a serious health condition. Each spouse may be entitled to additional FMLA leave for other FMLA qualifying reasons (i.e., the difference between the leave taken individually for any of the above reasons and 12 workweeks, but not more than a total of 12 workweeks per person). Any service member family leave, whether paid, unpaid, or a combination thereof, either taken by itself or together with any other family and medical leave and/or active duty leave, whether paid, unpaid or a combination thereof, will be counted toward the 26-week leave entitlement.

### **Intermittent or Reduced Work Schedule Leave**

Intermittent leave is leave taken in separate blocks of time. A reduced work schedule leave is a leave schedule that reduces an employee's usual number of hours per workweek or hours per workday.

Leave to care for a newborn or for a newly placed child may not be taken intermittently or on a reduced work schedule unless the Company agrees with respect to an individual leave request.

If an employee takes leave intermittently or on a reduced work schedule basis, the employee must, when requested, attempt to schedule the leave so as not to unduly disrupt the Company's operations. When an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment, the Company may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

### **Requests for FMLA Leave**

An employee should request FMLA leave by completing the FMLA Request Form and submitting it to the Company's Human Resources Department.

When leave is foreseeable for childbirth, placement of a child or planned medical treatment for the employee's or family member's serious health condition, the employee must provide the Company with at least 30 days advance notice, or such shorter notice as is practicable (i.e., within 1 or 2 business days of learning of the need for the leave). When the timing of the leave is not foreseeable, the employee must provide the Company with notice of the need for leave as soon as practicable (i.e., within 1 or 2 business days of learning of the need for the leave).

### **Required Documentation**

When leave is taken to care for a family member, the Company may require the employee to provide documentation or statement of family relationship (e.g., birth certificate or court document).

An employee may be required to submit medical certification from a health care provider to support a request for FMLA leave for the employee's or a family member's serious health condition. Medical certification forms are available from the Human Resources Department.

If the Company has reason to doubt the employee's initial certification, the Company may: (i) with the employee's permission, have a designated health care provider contact the employee's health care provider in an effort to clarify or authenticate the initial certification; and/or (ii) require the employee to obtain a second



opinion by an independent Company-designated provider at the Company's expense. If the initial and second certifications differ, the Company may, at its expense, require the employee to obtain a third, final and binding certification from a jointly selected health care provider.

During FMLA leave, the Company may request that the employee provide recertification of a serious health condition at intervals in accordance with the FMLA. In addition, during FMLA leave, the employee must provide the Company with periodic reports regarding the employee's status and intent to return to work. If the employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice of the employee's changed circumstances and new return to work date. If the employee gives the Company notice of the employee's intent not to return to work, the employee will be considered to have voluntarily resigned.

Before the employee returns to work from FMLA leave for the employee's own serious health condition, the employee may be required to submit a fitness for duty certification from the employee's health care provider, with respect to the condition for which the leave was taken, stating that the employee is able to resume work.

FMLA leave or return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner. Also, a failure to provide requested documentation of the reason for an absence from work may lead to termination of employment.

#### **Use of Paid and Unpaid Leave**

FMLA provides eligible employees with up to 12 workweeks of unpaid leave. If an employee has accrued paid leave (e.g., vacation, sick leave, personal leave), however, the employee must use any qualifying paid leave first. "Qualifying paid leave" is leave that would otherwise be available to the employee for the purpose for which the FMLA leave is taken. The remainder of the 12 workweeks of leave, if any, will be unpaid FMLA leave. Any paid leave used for an FMLA qualifying reason will be charged against an employee's entitlement to FMLA leave. This includes leave for disability or workers' compensation injury/illness, provided that the leave meets FMLA requirements. The substitution of paid leave for unpaid leave does not extend the 12 workweek leave period.

#### **Designation of Leave**

The Company will notify the employee that leave has been designated as FMLA leave. The Company may provisionally designate the employee's leave as FMLA leave if the Company has not received medical certification or has not otherwise been able to confirm that the employee's leave qualifies as FMLA leave. If the employee has not notified the Company of the reason for the leave, and the employee desires that leave be counted as FMLA leave, the employee must notify the Company Director of Human Resources within 2 business days of the employee's return to work that the leave was for an FMLA reason.

#### **Maintenance of Health Benefits**

During FMLA leave an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work.

To the extent that an employee's FMLA leave is paid, the employee's portion of health insurance premiums will be deducted from the employee's salary. For the portion of FMLA leave that is unpaid, the employee's portion of health insurance premiums may be paid on the same schedule as payments under COBRA.

If the employee's payment of health insurance premiums is more than 30 days late, the Company may discontinue health insurance coverage upon notice to the employee.

#### **Return from FMLA Leave**

Upon return from FMLA leave, the Company will place the employee in the same position the employee held before the leave or an equivalent position with equivalent pay, benefits and other employment terms.

### **Limitations on Reinstatement**

An employee is entitled to reinstatement only if he/she would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force or other reason, the employee would not be employed at the time job restoration is sought.

The Company reserves the right to deny reinstatement to salaried, eligible employees who are among the highest paid 10 percent of Company's employees employed within 75 miles of the worksite ("key employees") if such denial is necessary to prevent substantial and grievous economic injury to the Company's operations.

### **Failure to Return to Work following FMLA Leave**

If the employee does not return to work following the conclusion of FMLA leave, the employee will be considered to have voluntarily resigned. The Company may recover health insurance premiums that the Company paid on behalf of the employee during any unpaid FMLA leave except that Company's share of such premiums may not be recovered if the employee fails to return to work because of the employee's or a family member's serious health condition or because of other circumstances beyond the employee's control. In such cases, the Company may require the employee to provide medical certification of the employee's or the family member's serious health condition.

### **Additional Information**

For further information or clarification about FMLA leave, please contact the Company Human Resources Department.

### **10.3 Military Leave**

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves or Public Health Service will be granted an unpaid leave of absence for military service, training or related obligations in accordance with applicable law. Employees on military leave may substitute their accrued paid leave time for unpaid leave. At the conclusion of the leave, upon the satisfaction of certain conditions, an employee generally has a right to return to the same position he or she held prior to the leave or to a position with like seniority, status and pay that the employee is qualified to perform.

### **Requests for Leave**

#### ***Leave for Active or Reserve Duty***

Upon receipt of orders for active or reserve duty, an employee should notify his/her supervisor, as well as Human Resources, as soon as possible, and submit a copy of the military orders to his/her supervisor and the Human Resources Department (unless he/she is unable to do so because of military necessity or it is otherwise impossible or unreasonable).

#### ***Return from Military Leave***

#### ***Notice Required***

Upon return from military service, an employee must provide notice of or submit an application for reemployment in accordance with the following schedule:

1. An employee who served for less than 31 days or who reported for a fitness examination, must provide notice of reemployment at the beginning of the first full regular scheduled work period that starts at least eight hours after the employee has returned from the location of service.

2. An employee who served for more than 30 days, but less than 181 days, must submit an application for reemployment no later than 14 days after completing his/her period of service, or, if this deadline is impossible or unreasonable through no fault of the employee, then on the next calendar day when submission becomes possible.
3. An employee who served for more than 180 days must submit an application for reemployment no later than 90 days after the completion of the uniformed service.
4. An employee who has been hospitalized or is recovering from an injury or illness incurred or aggravated while serving must report to the Human Resources Department (if the service was less than 31 days), or submit an application for reemployment (if the service was greater than 30 days), at the end of the necessary recovery period (but which may not exceed two years).

### ***Required Documentation***

An employee whose military service was for more than 30 days must provide documentation within two weeks of his/her return (unless such documentation does not yet exist or is not readily available) showing the following: (i) the application for reemployment is timely (i.e. submitted within the required time period); (ii) the period of service has not exceeded five years; and (iii) the employee's separation or dismissal from service was not disqualifying.

### ***Additional Information***

**Please contact the Company's Human Resources Department for additional information on this policy as there may be information or requirements not contained in the written portion of this policy.**

## **10.4 Pregnancy Leave**

Texas currently utilizes the FMLA to address pregnancy leave and pregnancy-related disability leave. However, several states have enacted separate Pregnancy Disability Leave Laws (e.g. California, Connecticut, Hawaii, Maine, Minnesota, New Jersey, Oregon, Rhode Island, Vermont, Washington and Wisconsin). For Non-Texas employees, if state or local law has a Pregnancy Disability Leave Law which allows for greater allowance than FMLA leave, then the state or local law shall be observed.

Pursuant to the Pregnancy Discrimination Act (PDA) and EEOC Guidelines, it is the Company's policy that employees will not be treated unfavorably due to pregnancy, childbirth or a medical condition related to pregnancy or childbirth. Moreover, if an employee is temporarily unable to perform her job due to a medical condition related to pregnancy or childbirth, the Company will treat the employee in the same manner as other temporarily disabled employees, including providing a reasonable accommodation in the case of disability related to pregnancy, absent undue hardship.

## **10.5 Time Off to Vote**

On days when elections for public office ("elections for public office" includes elections for sheriff, school board, district attorney, and all primary and general elections) are scheduled throughout the state, county, city or town in which the employee works, schedules will be changed as needed to ensure that work either starts at least two hours after the polls open or ends at least two hours before polls close.

Employees living in other localities or states will need to inform their supervisor in advance if they expect any conflict between their work schedule and the exercise of voting rights in any election for any public office. Upon written request, supervisors will find out when the polls are open and adjust employee's schedules as needed to ensure that they will have the opportunity to vote.

No employee will be penalized or retaliated against for requesting time off to vote.

## **11. WORK ACCIDENTS & WORKERS' COMPENSATION**

### **11.1 Work Accidents & Emergencies**

Maintaining a safe work environment requires the continuous cooperation of all employees. The Company strongly encourages employees to communicate with fellow employees and their supervisor regarding safety issues.

All employees will be provided care, first-aid and emergency service, as required, for injuries or illnesses while on Company premises. Employees must contact their supervisor, the nearest supervisor, and/or 911 in the event of an accident or emergency.

If an employee is injured on the job, the Company provides coverage and protection in accordance with Worker's Compensation Law. When an injury is sustained while at work, it must be reported immediately to the employee's supervisor, who in turn will notify the Company of the incident.

Failure to report accidents is a serious matter as it may preclude an employee's coverage under Worker's Compensation Insurance.

## 11.2 Workers' Compensation

The Company provides workers' compensation benefits to employees for job related illness or injury. Workers' compensation does not cover the payment of workers for an injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity which is not part of your work related duties.

You may retain your common law right of action if, no later than five days after beginning your employment with the Company, you notify the Company in writing that you wish to retain your common law right to recover damages for personal injury. If you elect to retain your common law right of action, you cannot obtain workers' compensation income or medical benefits if you are injured.

If you become injured or ill at work report it to your supervisor immediately. If your supervisor is unavailable you must contact the Company immediately. Your supervisor will complete an "Employee First Report of Injury" which must be submitted to the Company. Medical care will be provided as required. If you fail to report the accident which develops into a "lost time accident" you may have difficulty in obtaining workers compensation benefits. **Please note that all work-related injuries will result in a mandatory drug screen.**

## 12. WORK SEPARATION

If you find it necessary to resign, you are requested to provide the Company advance notice in writing indicating your last day of employment. A two-week notice is appreciated. If you resign without notice you will forfeit your eligibility for rehire. Your final check will be mailed to you on the next pay period to your most recent address on file.

**IT IS YOUR RESPONSIBILITY TO CONTACT FIRSTOPTION WORKFORCE SOLUTIONS FOR YOUR NEXT JOB ASSIGNMENT IF YOU WISH TO CONTINUE TO BE ASSIGNED TO JOBS. IF YOU DO NOT CONTACT THE COMPANY WITHIN ONE (1) WORKING DAY AFTER COMPLETION OF YOUR LAST JOB ASSIGNMENT, WE WILL PRESUME THAT YOU HAVE FOUND WORK ELSEWHERE AND VOLUNTARILY QUIT. UNEMPLOYMENT BENEFITS MAY BE DENIED FOR FAILURE TO CONTACT THE COMPANY UPON COMPLETION OF YOUR ASSIGNMENT OR FOR FAILURE TO ACCEPT YOUR NEXT JOB ASSIGNMENT. OUR CONTACT NUMBER IS 210.733.3700.**

## ARBITRATION PLAN

As a condition for reviewing your application for employment and if employed, continued employment with the FirstOption WorkForce Solutions (Company or Employer), the Company and the Applicant/Employee designated below mutually agree to arbitrate claims relating to his/her being considered for employment and subsequent employment, if any, as specified below.

The Company and Applicant/Employee each voluntarily promise and agree to submit any claim covered by this agreement to binding arbitration. We further agree that arbitration pursuant to this agreement shall be the sole and exclusive remedy for resolving any such claims or disputes. By agreeing to arbitrate, we understand that we are not giving up any substantive rights under either state or federal law. Rather, we are only agreeing to submit any claim or dispute to arbitration rather than a judicial (court) forum.

**It is mutually agreed that this document shall govern and apply to the resolution of all claims and/or disputes between and among Applicant/Employee and the Company, and all disputes between and among Applicant/Employee and the Company's subcontractors, contractors, clients, vendors, facility owners where Applicant/Employee performs services for the Company, and each of their subsidiaries, affiliates, parents, employees, and agents, and any other person or entity who has signed this or a similar agreement or otherwise agreed to use arbitration to settle claims or disputes that may arise, including, by way of example, disputes arising from or concerning:**

- (1) Any federal, state, or local laws, regulations, or statutes prohibiting employment discrimination (such as, without limitation, race, color, sex, national origin, age, disability, religion) and harassment.
- (2) Any alleged or actual agreement, contracts, or covenants (oral, written, or implied).
- (3) Any company policy or compensation or benefit plan.
- (4) Any claim for failure to hire or wrongful discharge of any kind.
- (5) Any other claim for personal, emotional, physical, or economic injury.

**The only disputes which are not included within this mutual agreement to arbitrate are:**

- (1) Claims by Applicant/Employee for workers' compensation or unemployment compensation benefits, except that claims of retaliation or discrimination connected with workers' compensation claims are subject to arbitration; and
- (2) Claims against Applicant/Employee for injunctive relief to protect the Company's and/or its client's or facility owner's confidential information and/or trade secrets, including to enforce rights pursuant to the parties' confidentiality agreement, if any.

**It is further mutually agreed between Applicant/Employee and the Company that:**

- (1) **class action and collective action procedures shall not be asserted, and will not apply, in any arbitration under this agreement;**
- (2) **each will not assert class or collective action claims against the other in arbitration, court, or any other forum;**
- (3) **each shall only submit their own individual claims in arbitration and shall not bring claims against the other in any representative capacity on behalf of any other individual;**
- (4) **any claims by the Applicant/Employee will not be joined, consolidated, or heard together with claims of any other current or former employee of Company;**
- (5) **the arbitrator shall have no jurisdiction or authority to compel any class or collective claim, to consolidate different arbitration proceedings, or to join any other party to an arbitration between Applicant/Employer and Company; and**
- (6) **if the class action/collective action waiver or prohibition on class/collective arbitration is deemed invalid or unenforceable, then the remaining portions of this arbitration plan will remain in full force and effect.**

The arbitration will be conducted in accordance with the Model Employment Arbitration Rules of the American Arbitration Association ("AAA") which are effective at the time arbitration is sought. Applicant/Employee will be responsible for up to \$250 of the initial arbitration fees, all remaining fees of the arbitrator will be borne by FWS, but each party shall be responsible for their own legal fees, costs and expenses unless otherwise awarded by the arbitrator. Any action to enforce arbitration or to enforce or vacate the arbitrator's award will be governed first by the Federal Arbitration Act if applicable and otherwise by applicable state law so as to give this agreement the broadest application possible.

- a. The terms "Company" and "Employer" mean the Company and all related entities; all officers, directors, agents, shareholders, partners, benefit plans, benefit plan sponsors, fiduciaries, administrators, or affiliates of any of the above; and all successors and assigns of any of the above;
- b. Applicant/Employee means the individual whose signature is affixed hereto, and his or her heirs, spouse, representatives, successors and assigns.
- c. Execution of this Agreement is a term and condition of consideration for employment and actual employment by the Company. Applicant/Employee has had sufficient time to consider signing this Agreement and has had the opportunity to consult legal counsel about it. This Agreement is not, and shall not be construed to create, any contract of employment,

express or implied, for any specific length of time, nor does this Agreement in any way alter the “at-will” status of any employment.

- d. This Agreement is issued with the authority of the Company and is binding on the Company. This Agreement may not be altered except by consent of the Company and shall be immediately effective upon notice to Applicant/Employee of its terms, regardless of whether it is signed by either Agreeing Party. Any change to this Agreement will only be effective upon notice to Applicant/Employee and shall only apply prospectively. **Applicant's submission of documentation for employment consideration and/or performing services for the Company with knowledge of this Agreement shall constitute acceptance of its terms.**

## DRUG AND ALCOHOL POLICY

### STATEMENT OF POLICY

**EFFECTIVE 11/2017**

#### *Article I*

It is the Company’s goal to provide a safe and drug-free work environment for our employees and Customers. Controlled substance abuse, whether on or off Company premises and whether during working or non-working hours, is strictly prohibited. Given the serious nature of drug and alcohol abuse problems in the workplace, the following policy shall apply to all employees.

The Company explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or controlled substances without a prescription on Company or Customer premises or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the Company or Customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- The possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Company or Customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the Company or its Customers, or while on Company business. "Prohibited substances" include illegal drugs, alcohol, or controlled substances not taken in accordance with a prescription given to the employee.

#### *Article II*

The Company may, at any time, conduct searches and inspection of employees (including employees of subcontractors) and their lockers, lunch boxes, personal belongings, clothing, work areas, and vehicles for the purpose of determining if such employees (including employees of subcontractors) are in compliance with the policy. Such searches and inspections may be conducted by supervisors, managers, or specialists.

#### *Article III*

The Company will utilize a urine and/or alcohol screen test, blood drug and/or alcohol screen test, alcohol breath test and/or other approved medical test procedures to help in the control and detection of drug and/or alcohol usage. These tests may be utilized under the following circumstances:

- **PRE-EMPLOYMENT:** As required by the Company for all prospective employees, or former employees applying for re-employment, who receive a conditional offer of employment.
- **RANDOM TESTING:** Employees may be selected at random for drug and/or alcohol testing at any interval determined by the Company.
- **FOR-CAUSE TESTING:** The Company may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including,

but not limited to, the following circumstances: (i) evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity; (ii) unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol; (iii) negative performance patterns, or excessive and unexplained absenteeism or tardiness.

- **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. The term “involved in an on-the-job accident or injury” means not only the employee who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.
- **CUSTOMER REQUIREMENTS:** Employees may be asked to submit to a drug and/or alcohol test when required by the Customer.

#### *Article IV*

Compliance with this policy is mandatory. Employees will be subject to appropriate disciplinary action and/or termination from employment by the Company in case of the following:

1. Violation of this policy.
2. Refusing to submit and cooperate with a search or inspection.
3. Working on Company or Customer premises, or on a job site under the influence of or in possession of the contraband listed in Article I of this policy.
4. Confirmed use of an illegal drug or alcohol while representing the Company or its Customer.
5. Tampering with or adulterating a biological specimen for testing.

The purpose of this policy is to promote the safety and well-being of all Company employees. It would be inconsistent to promote a strong safety program and quality services to Customers while allowing the use of drugs and alcohol to undermine employees' safe and professional performance of their duties. Your assistance and cooperation to achieve this goal is vitally important and appreciated.

The specimens of applicants and current employees will be tested using an enzyme immunoassay (EMIT) and/or a radioimmunoassay. In this testing scheme, a positive finding is called a presumptive positive. All presumptive positives will be further tested using Gas Chromatography/Mass Spectrometry (GC/MS). In this testing scheme, a positive finding is called a confirmed positive.

The results of these tests will be kept confidential in a separate medical file and will generally only be known to management, supervisory personnel, safety personnel, and to the employee tested. However, these records are subject to review by our Customers' audit, and insurance claims investigations and may be used to support the just cause of job-related injuries.

#### *Article V*

**DEFINITIONS:** For the purpose of this policy, the following definitions apply:

1. **Testing** - the analysis of urine, blood, hair, saliva, tissue, or other biological specimens of the human body. Normally, drug testing, as used herein, specifically means the analysis of urine and/or blood. However, at times circumstances may warrant additional testing.
2. **Chain-of -Custody** – the combination of procedures and documentation which provide a faithful and accurate written record of the custody of a biological specimen from time of initial collection to final disposition.
3. **Illegal Drug** – Any substance which an individual may not sell, possess, use, or distribute under Federal or governing state law.
4. **Controlled Substance** – any drug which is prescribed by a physician.
5. **Witness Collection** – the presence of an individual during the voiding process of another person whose positioning is discrete but sufficiently present to minimize attempts at substitution or contamination of a biological specimen for testing.
6. **Negative Test Result** – a laboratory conclusion that a specimen was not found to contain the presence of a drug based on one or more analytical procedures which may or may not have included gas chromatography/mass spectrometry (GC/MS).

7. **Presumptive Positive Result** – a laboratory conclusion that a specimen was found to contain the presence of a drug based on one or more analytical procedures which did not include gas chromatography/mass spectrometry (GC/MS).
8. **Confirmed Positive Result** – a laboratory conclusion that a specimen was found to contain the presence of a drug based on two or more analytical procedures which did include gas chromatography/mass spectrometry (GC/MS).

## GENERAL SAFETY RULES

1. Following established safety rules, policies, and procedures are a condition of employment.
2. Before performing any job or task, be sure to receive and understand instructions from your manager. Ask your manager questions if you are unclear on a process or procedure. Your manager is here to help you perform the job safely.
3. Firearms, explosives, or other lethal devices or components of lethal devices will not be allowed on company property at any time.
4. The use of tobacco products is prohibited within all company buildings and within 50 feet of any entrance.
5. Horseplay, practical jokes, wrestling, fighting, throwing objects, running in the building or parking lot, or similar actions are strictly prohibited.
6. Personnel responsible for hosting customers, visitors, or vendors are responsible for informing them of all appropriate safety rules and ensuring that they abide by the rules.
7. Employees taking medications that could affect the safe performance of their duties should report to the Occupational Health Centers and provide the nurse with a list of medications.
8. Food and beverages are prohibited in all manufacturing and warehouse areas.
9. Keep your work area clean and in orderly condition. Place all trash into proper waste containers. Good housekeeping leads to a safer and more productive work environment.
10. No overhead work will be performed with personnel directly beneath the work area.
11. Safety glasses with protective side shields will be worn at all times in designated areas or while performing safety glass required tasks.
12. Sitting on stairs or in corridors is prohibited.
13. Immediately report all accidents (property or equipment damage), injuries (bodily harm), illnesses (chronic chemical exposure, repetitive trauma, skin disorders, etc.), and near misses to your manager.
14. Pets (except for service animals) are not permitted on property or in buildings.

### **Emergency Equipment and Exits**

15. Know where emergency equipment is located in your area such as fire alarm pulls, fire extinguishers, safety showers, eye wash stations, first aid kits, etc. and how to use them properly.
16. Keep emergency exits, aisle ways, and emergency equipment free from obstructions at all times.
17. Know the location of emergency exits and your designated evacuation “Muster Point” (assembly area).

### **Office**

18. Keep filing/storage cabinets, desks, drawers, toolboxes, etc. closed when not in use.
19. Never open more than one filing cabinet drawer at the same time.
20. Do not extend cords from computers, telephones, calculators, typewriters, etc. across aisle ways, thereby presenting a tripping hazard.
21. Never lean back in chairs or stools such that all legs, footings, or casters are not on the floor simultaneously.
22. Check office machine wires, plugs, and cords on a regular basis for breaks, cracks, or fraying. Never use a defective piece of equipment; unplug it and tag it out of service until repairs can be made.
23. Never climb on chairs, stools, tables, desks, or shelves to reach something overhead; use an approved ladder.
24. Furniture and equipment may only be moved by the approved personnel.
25. Do not re-adjust workstations or cubicle surfaces (other than chairs or adjustable keyboard trays). If you require a special accommodation, contact your supervisor.



26. Caution should be used when opening the top drawer of a filing cabinet – there is a danger of it tipping over.
27. No material will be stored on the top of a cubicle’s hinged bookshelf door.
28. Non-business related equipment is prohibited in cubicles, including but not limited to: coffee pots, hot plates, or warmers, space heaters, refrigerators, fans, microwave ovens, crock pots, lamps or decorative lights (i.e. Christmas lights), electric skillets, toaster ovens, televisions, aquariums, etc. One small clock/radio may be acceptable with your manager’s approval, as long as others are not disturbed.

### **Equipment, Machinery, and Tools**

29. Never operate equipment, machinery, valves, switches, or other controls in which you are not trained or authorized to use. Managers or designee are responsible for providing the needed training.
30. Any equipment that is deemed unsafe will not be utilized. Such equipment will be locked-out or tagged-out and labeled as “Do Not Operate” until the needed repairs are completed or defective equipment is replaced.
31. Do not leave equipment or other materials in the aisle ways unattended.
32. Chisels, screwdrivers, and other similar pointed/sharp objects should not be carried in the pockets of clothing.
33. Only certified (licensed) employees will be permitted to operate powered industrial vehicles (forklifts and pallet jacks).
34. Utility knives should be constructed so that when not in use the blade retracts into the handle or is shielded.
35. When cutting, cut away from the other hand and body. Never use a razor blade without an appropriate handle.
36. No machine or equipment will be operated unless the designed safety guards are in place and in good working condition. Safety guards will not be removed from machinery or equipment except to perform maintenance.
37. Unauthorized operation or tampering with equipment is prohibited.
38. Do not operate equipment if taking medication that may cause drowsiness, dizziness, or otherwise impair your judgment. When in doubt, consult your physician.
39. Passengers are prohibited on all material handling equipment.
40. Inspect power tools and hand tools daily for loose or worn parts, air connections, frayed or broken electrical cords, and plugs, etc. Never use a defective tool or piece of equipment. Ask your manager to have the needed repairs made before using it.
41. Do not use tools or makeshift tools that are not designed to perform the job safely. Ask your manager about the proper tools.
42. Never ride or use a pallet jack as a “scooter”.
43. Keep hands and other body parts away from moving parts on conveyors. Never reach into a piece of moving equipment.
44. Never reach above, below, or around machine guarding while the machine is in operation. The machine should be shutdown using the proper lock-out/tag-out procedure before clearing jams.
45. Employees in the manufacturing areas shall know the location of the emergency stops on all conveyor systems in the area. The emergency stops shall not be activated unless there is an emergency.
46. Vacuu-hoist devices will be utilized where provided.
47. Do not leave equipment or machinery unattended while in operation.
48. Do not throw boxed, packaging, etc. onto conveyor lines. Materials should be placed onto the conveyors.

### **Clothing and Personal Grooming**

49. Finger rings, wristwatches, or similar metal jewelry should not be worn by persons working with electrical circuits.
50. The following items shall not be worn while working around moving equipment (conveyors, drill-presses, etc.)
  - Finger rings
  - Necklaces longer than six inches below the neck
  - Earrings longer than one inch below the earlobe

- Loose or baggy clothing
  - Neck ties
  - Lanyards (badge-holders) that are not designed with the breakaway feature
51. Long hair shall be worn in a manner to prevent entanglement in equipment.

**Driving and Walking**

52. Do not walk or stand on pallets or skids.
53. Do not walk, sit/lean-on, stand-on, jump-over, or crawl under/over conveyors.
54. Pedestrians will utilize the marked walkways.
55. Use pedestrian/traffic mirrors when rounding blind spots or corners.
56. Use handrails on stairs or elevated places. Never jump from platforms, ladders, scaffolds, loading docks, or other elevated places.
57. Always be alert for forklifts and other material handling equipment.
58. Park in designated parking spaces only. Do not take up more than one spot per vehicle.
59. The speed limit in company parking lots is 10 MPH and must not be exceeded.

**Material Handling**

60. Dock doors will remain closed except when a trailer has been properly “spotted”.
61. All trucks and trailers must have at least two wheels chocked and/or the “Dok-Lok” vehicle restraint engaged while loading or unloading.
62. Non-Material Handling personnel are not allowed inside trailers or allowed to operate dock equipment.
63. Never climb on racks, chairs, tables, shelves, desk, etc. to reach objects. Use only appropriate ladders, lifts, order pickers scaffolds, and other secure climbing devices and lifts.
64. When lifting objects, lift with your legs not your back. Objects over 50 pounds require assistance.
65. Store and stack equipment and/or materials so it does not create a falling or tripping hazard.
66. The top shelf of a ladder shall not be used as a working surface. Climbing on racks, pallets, etc. is prohibited.

## HANDBOOK POLICY AND ACKNOWLEDGEMENT

I have been given and have read FIRSTOPTION's "**Employee Handbook, Safety, and Drug/Alcohol Policy**" and agree to abide by it. I will contact FIRST- OPTION to further explain sections of the handbook or policies I do not fully understand. I will contact my supervisor, manager or FIRSTOPTION if I become aware of any clear or suspected violations of this handbook or other FIRSTOPTION policies.

I also understand the policy that a payroll deduction may occur should I lose or destroy any equipment that has been assigned to me. Should my employment with FIRSTOPTION be terminated, I am responsible for either returning all equipment issued to me or have the cost of the equipment deducted from my final check. I also understand that if I owe any money, including but not limited to, loans, advances, negative time off balances or any company property, to the Company upon termination for any reason, I will have that amount deducted from my final paychecks.

I understand that FIRSTOPTION reserves the right to interpret its stated or usual policies, practices and procedures on a case by case basis when the Company deems it necessary or appropriate, and to change, correct, modify, or revoke these policies and practices and any of their terms at any time with or without notice. I also understand that my employment with FIRSTOPTION is "at will" (*meaning that just as I can quit my employment with FIRSTOPTION at any time for any reason, so may the Company end my employment at any time for any reason*), and that the "at-will" nature of my employment cannot be changed except by a written agreement signed by the president or vice-president.

---

 Printed Name

---

 Signature

---

 Social Security Number

---

 Date Signed