

# WELCOME TO WORKFORCE SERVICES, INC.

## FOR EMPLOYEE USE ONLY - THIS IS A PRIVATE COMPANY DOCUMENT

Dear Employee:

I am very happy to welcome you to Workforce Services, Inc. (WFS). I want you to feel that your association with WFS will be a mutually beneficial and pleasant one. You have joined an organization that has established an outstanding reputation for quality services. Credit for this goes to every one of our employees. We hope you will find satisfaction and take pride in your work.

I started WFS as a business on May 4, 2005. Operating out of Canton, OH the company provides fleet maintenance and repair along with contract technicians to various fleet services in Montana and Idaho. Since that time we have grown to fill the needs of fleet services in over 25 states. Our company is comprised of:

Aerial Equipment Mechanics Welders & Fabricators

Automotive & GSE Mechanics Clerks

Diesel Mechanics Janitorial Services
Apprentice Mechanics Trainers & Consultants

WFS is a diversified Corporation whose strength stems from individual initiative and collective strategy. We are a company of thinkers, communicators, and achievers accustomed to taking on difficult tasks and getting the job done.

# "Providing superior quality services, with integrity & accountability"

As a WFS employee you must recognize that your performance, and the quality of your work, plays a key role in the success of WFS. Our goal is to provide the highest quality of service available. Only through making quality an integral part of our company policy can we be sure to provide the services that meet or exceed our client's standards.

This Manual provides answers to most of the questions you may have about WFS's benefit programs, as well as the company policies and procedures. If anything is unclear, please discuss the matter with your manager. You are responsible for reading and understanding this Employee Manual, so please take the necessary time to review its content thoroughly.

From time to time, our policies, benefits and rules, as explained in this Manual, may be changed as business, employment legislation, and economic conditions dictate. You will find these changes on our company website <a href="https://www.wfservices.biz">www.wfservices.biz</a>. So, please consistently check the website for updates.

I extend to you my personal best wishes for your success and happiness at WFS.

Sincerely,

John Kissell

President

### **NOTICE**

Any and all benefits, policies and procedures in this handbook are general guidelines and statements of general company policy and shall, in no manner, be construed to imply a contract, unless otherwise specifically stated herein, or a guarantee of continuing employment with the company or employment for any specific length of time. The company reserves the right to eliminate, modify and improve any and all of its wages, hours and working conditions, including but not limited to promotion, demotion, transfers, compensation, benefits, shifts, location of work, job duties, policies and rules set forth in this handbook at any time with or without notice, unless otherwise specifically stated herein.

When changes are made, the company will endeavor to notify the affected employees. Any such action shall apply



to existing as well as future employees with continued employment being the consideration between the employer and employee. Employees may not accrue eligibility for monetary benefits (provided for in writing) that they have not earned through actual time spent at work. Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked.

All representations by any manager or other employee of the company that conflict in any way with anything set forth in this handbook are invalid unless specifically agreed to in writing by John Kissell. This handbook supersedes all prior oral and/or written policies, procedures, rules, regulations, commitments and practices by the company. Should any provision in this Employee Manual be found unenforceable and invalid, such finding does not invalidate the entire Employee Manual, but only the subject provision.

#### YOUR VARIOUS BENEFITS WITH WFS

In addition to your wages, your benefits amount to a considerable sum each year. Listed below are the benefits WFS provides for eligible employees each year:

Paid Time Off Social Security
Paid Holidays Unpaid PDO Leave
Disability Insurance Unemployment Insurance
Workers' Compensation Ins. Short-term Disability Insurance

#### WHAT WFS EXPECTS FROM YOU

Your first responsibility is to know your own duties and how to do them promptly, correctly, and pleasantly. Secondly, you are expected to cooperate with management and your fellow employees and maintain a good team attitude. How you interact with fellow employees and those whom WFS serves, and how you accept direction can affect the success of your department. Whatever your position, you have an important assignment: perform every task to the very best of your ability. The result will be better performance for the company overall, and personal satisfaction for you.

You are encouraged to grasp opportunities for personal development that are offered to you. This manual offers insight on how you can positively perform to the best of your ability to meet and exceed WFS expectations.

We strongly believe you should have the right to make your own choices in matters that concern and control your life. We believe in direct access to management. We are dedicated to making WFS a company where you can approach your manager, or any member of management, to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of WFS.

## **QUESTIONS**

Please list any questions, upgrades, suggestions, or corrections that you may have after you have read the manual thoroughly.	entire

Please remove and sign the Acknowledgment and Agreement and either fax or mail to WFS.



<b>ACKNOWLEDGMEI</b>	NT AND AGREEMENT	
(Employee)handbook and agrees to reunderstand, Employee will he/she is expected to abid	Agreement is entered into by and between V Employee acknowled it promptly. If Employee has any question ask his/her manager. Employee understands to by all the procedures, policies and rules consult in discipline, including termination.	owledges receipt of the company's is or if there is anything Employee does not sthat as an employee of this company,
	gree that their employment relationship is at at any time, for any reason, and without cause	
company, or its officers, ag party. The Claims covered scope or applicability of th of contract (express or impreligious creed, color, nation status, age, sex or sexual of other government law, stated agreement are claims for wemployment discrimination	gree to the following. Any controversy, disput gents or other employees, shall be settled by by this arbitration agreement include, but are is agreement to arbitrate, claims for wages are blied), tort claims and claims for discrimination on all origin, ancestry, physical disability, mentarientation) to the extent allowed by law, and tute, regulation, or ordinance, except for the workers' compensation or unemployment insum must be filed with the Department of Fair E Commission prior to being submitted to arbitration.	pinding arbitration, at the request of either e not limited to, the determination of the not other compensation, claims for breach in (including, but not limited to, race, all disability, medical condition, marital claims for violation of any federal, state, or following. Claims not covered by this irance benefits. Claims for or related to mployment and Housing and the Equal
will be submitted to a repuprocedures. The arbitrator Evidence Code to the procaggrieved party within the	agree upon an arbitrator. If the parties cannoutable dispute resolution service for selection reshall apply applicable California and/or Fede eeding. The demand for arbitration must be instatute of limitations period provided under arbitration shall take place in the State and Co	of an arbitrator in accordance with their ral substantive law and the California n writing and must be made by the applicable California and/or Federal law for
documents and requesting constitutes reasonable disconstitutes reasonable disconstitutes reasonable disconstitutes reasonable disconstitutes reasonable disconstitutes arbitrator shall be binding kind. Judgment upon the attention arbitrator shall determined discretion, be awarded reasonables the arbitrator determined.	d to conduct reasonable discovery, including a responses to interrogatories. The arbitrator covery. The arbitrator shall hear motions for cedure. The arbitrator shall prepare in writinual findings and the reasons upon which the dand conclusive on the parties and unreviewable award rendered by the arbitrator may be enterine if there is a prevailing party and the prevaisonable attorney's fees. The fees for the arbitrator that this causes undue hardship on eithesponsible for what portion of the fees.	shall have the authority to determine what summary disposition as provided in the g and provide to the parties a decision and lecision is based. The decision of the ole for error of law or legal reasoning of any ered in any court having proper jurisdiction. A siling party may, in the arbitrator's trator shall be paid equally by both parties
right that they may have to other company representa contrary to this Agreemen condition of this Agreemen unenforceable, the remain way be affected, impaired,	ployees understand that by using arbitration to a judge or jury trial with regard to all issues of the can modify this agreement in any mannest unless it is in writing and signed by <b>John Kiss</b> not is held by a court of competent jurisdiction ling terms and provisions of this Agreement regard to the matters set forth in this Agreement	concerning employment. No employee or r nor enter into any agreement that is sell. If any term, provision, covenant or or an arbitrator to be invalid, void, or emain in full force and effect and shall in no entire agreement between the company
Date	Signature of Employee	
Date	Signature of Employer Representative	



# **TABLE OF CONTENTS**

WELCOME TO WFS	1
NOTICE	1
YOUR VARIOUS BENEFITS WITH WFS	
WHAT WFS EXPECTS FROM YOU	
QUESTIONS	
ACKNOWLEDGMENT AND AGREEMENT	
EMPLOYMENT	
YOUR PERSONNEL FILE	
EMPLOYMENT CLASSIFICATIONS	
FULL-TIME EMPLOYEES	
TEMPORARY EMPLOYEES	
EMPLOYMENT POLICIES	
ANNIVERSARY DATE	
APTITUDE & ABILITY TESTS	
AT WILL EMPLOYMENT	
BUSINESS HOURS	
CONFIDENTIAL INFORMATION	
CUSTOMER RELATIONS	
DRIVER'S LICENSE & DRIVING RECORD	
HEALTH EXAMINATIONS	
INTRODUCTORY PERIOD OUTSIDE EMPLOYMENT	
PROOF OF U.S. CITIZENSHIP AND/OR RIGHT TO WORK	
EQUAL EMPLOYMENT OPPORTUNITY	
FORMER EMPLOYEES	
WORKPLACE VIOLENCE POLICY	
DISCRIMINATION & HARASSMENT	
DISCRIMINATION	
REASONABLE ACCOMMODATION	
HARASSMENT	
INVESTIGATION OF DISCRIMINATION & HARASSMENT	
STANDARDS OF CONDUCT	
UNACCEPTABLE ACTIVITIES	
EMPLOYEE PERFORMANCE & CONDUCT	
TERMINATION	
COMPENSATION & PERFORMANCE	
WAGE & SALARY POLICIES	
ERROR IN PAY	_
OVERTIME PAY	
PAY PERIOD AND HOURS	
PAYCHECK DISTRIBUTION OPTIONS	
TIME CARDS & RECORDS	
WAGE ASSIGNMENTS	
PERFORMANCE	
ABSENCE OR LATENESS	
NO CALL NO SHOW	
ATTENDANCE	



BREAKS & REST PERIODS	
EXCESSIVE ABSENTEEISM OR LATENESS	15
LUNCH PERIOD	
RECORD OF ABSENCE OR LATENESS	16
BENEFITS	
ELIGIBILITY FOR BENEFITS	16
HOLIDAYS	16
RECOGNIZED HOLIDAYS	16
HOLIDAY POLICIES	16
PAID TIME OFF	16
VACATION & SICK POLICIES	16
OTHER PAID LEAVES	17
FUNERAL LEAVE (BEREAVEMENT)	17
UNPAID LEAVES OF ABSENCE (LOA)	
FOUR TYPES OF UNPAID LEAVES OF ABSENCE	
GENERAL REQUIREMENTS FOR ALL LEAVES OF ABSENCE	
MILITARY RESERVES OR NATIONAL GUARD LOA	
JURY DUTY	20
OTHER POLICIES	20
SAFETY RULES	
SAFETY RULES WHEN OPERATING MACHINES & EQUIPMENT	
DRESS CODE / PERSONAL APPEARANCE	
ENTERING & LEAVING THE PREMISES	
PARKING	
VISITORS OR RELATIVES ON THE JOB SITE	
ENTRY AFTER-HOURS	
GRIEVANCES	
PROPERTY & EQUIPMENT CARE	
COMPANY EQUIPMENT & BUSINESS MACHINES	
SECURITY	_
SUBSTANCE USE & ABUSE	
TRAFFIC VIOLATIONS	_
USE OF PERSONAL OR COMPANY VEHICLE	23



# **EMPLOYMENT**

#### YOUR PERSONNEL FILE

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the following items, be sure to notify WFS as soon as possible:

- Legal name;
- Home address;
- Home telephone number;
- Person or phone number to call in case of emergency;
- Number of dependents;
- Marital status;
- Driving record or status of driver's license
- Military or draft status;
- Exemptions on your W-4 tax form;
- Change in work status (shift, days worked, etc.).

Coverage or benefits that you and your family may receive under WFS's benefits package could be negatively affected if the information in your personnel file is incorrect. You may see information which is kept in your own personal file if you wish, and you may request and receive copies of all documents you have signed. Please ask your Manager to make arrangements for you.

#### **EMPLOYMENT CLASSIFICATIONS**

At the time you are hired, you are classified as full-time, part-time or temporary. Unless otherwise specified, the benefits described in this Manual apply only to full-time employees (Employees that work 40 hrs per week, consistently for 90 days, without interruption).

#### **FULL-TIME EMPLOYEES**

An employee who has successfully completed the Introductory Period (see the Employment Policies section for definition) of employment and consistently works a forty (40) hour workweek is considered a full-time employee. WFS reserves the right to reschedule the workweek when necessary. WFS understands this may change the status of some employees from full-time to part-time or part-time to full-time.

#### **TEMPORARY EMPLOYEES**

WFS may hire employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. The job assignment, work schedule and duration of the position will be determined on an individual basis.

## **EMPLOYMENT POLICIES**

#### **ANNIVERSARY DATE**

The first day you report to work at your work site is your "official" anniversary date. Your anniversary date is used to compute various conditions and benefits described in this Manual.

#### **APTITUDE & ABILITY TESTS**

Job-related tests may be given to help determine your aptitude or ability to perform a specific job. Such tests may be given to candidates for job changes and promotions, as well as to new applicants. Test results will be confidential.

# AT WILL EMPLOYMENT

Under company policy, all employees are employed at will for an indefinite period. This means that employees



may resign at any time and the company may terminate employment at any time, for any reason, with or without cause. The company will endeavor to provide notice, when feasible, to employees prior to termination and expects that employees who desire to resign to provide advance notice as well. This policy shall not be considered modified by any conduct or by any statements contained in this or any other employee handbook or any other materials generated by the company or its employees. Nothing contained in this or any other employee handbook or any other materials generated by the company or its employees, nor any statements made by any employee shall require the company to have "just cause" to terminate an employee or to change the terms and conditions of employment, or otherwise restrict the company's right to terminate employees at will. No employee or other company representative can modify this policy in any manner nor enter into any agreement that is contrary to this policy unless it is in writing and signed by John Kissell. This constitutes the entire agreement between the company and its employees with regard to the matters set forth in this paragraph.

No employee can be terminated for reasons that violate any state or federal law, including Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Americans With Disabilities Act, the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act of 1938, the federal Family and Medical Leave Act.

#### **BUSINESS HOURS**

Our main office hours are 8 a.m. to 5 P.M. Monday through Friday. Your particular hours of work and the scheduling of your lunch period will be determined and assigned by a manager or the office. Please understand that you may not "work through lunch" in order to arrive late or to leave early or to work extra time, unless prior approval has been obtained from both the WFS office and the Client office.

#### CONFIDENTIAL INFORMATION

Our clients entrust WFS with important information relating to their business. The nature of this relationship requires WFS employees to maintain this confidentiality. Your employment with WFS assumes an obligation to maintain confidentiality, even after you leave our employ.

Any violation of confidentiality can seriously injure WFS's reputation and effectiveness. Therefore, do not discuss WFS business with anyone who does not work for us, and never discuss business transactions with anyone who does not have a direct association with the transaction. Even casual remarks can be misinterpreted and repeated.

If someone outside the company or your department questions you, and you are concerned about the appropriateness of giving them certain information, remember that you are not required to answer, and that we do not wish you to do so. Instead, as politely as possible, refer the request to your Manager or the office.

No one is permitted to remove or make copies of any WFS records, reports or documents without prior approval by WFS management. Because of its seriousness, any violation of this policy could lead to dismissal.

## **CUSTOMER RELATIONS**

The success of WFS depends upon the quality of the relationships between WFS, our employees, our customers, and suppliers. Our customers' impression of WFS and their interest and willingness to purchase from us is greatly formed by the people who serve them. In a sense, regardless of your position, you are WFS's ambassador. The more goodwill you promote, the more our customers will respect and appreciate you, WFS and WFS's products and services.

Here are several things you can do to help give clients a good impression of WFS:

- Act competently and deal with customers in a courteous and respectful manner;
- Communicate respectfully with other employees at all times;
- Follow up on questions or problems promptly, provide business like replies to inquiries or requests, and perform all duties in an orderly manner;
- Take breaks and lunch in designated locations at your scheduled time
- Take great pride in your work and enjoy doing your very best;



## **DRIVER'S LICENSE & DRIVING RECORD**

All employees whose work requires operation of a motor vehicle must maintain the appropriate class of driver's license for their job requirements. Loss of the employee's license may result in termination. From time to time, you will be asked to submit a copy of your driving record to WFS. Any changes in your driving record must be reported to the WFS IMMEDIATELY. Failure to do so may result in disciplinary action, including possible dismissal.

#### **HEALTH EXAMINATIONS**

Your continued employment with WFS may be contingent on passing a health examination at WFS's expense. Also, at any point during your employment, you may be asked to undergo a health examination on company time and at WFS's expense. This may be necessary to insure that you are physically capable of handling the tasks involved in your job position safely and without possible harm to others.

#### **INTRODUCTORY PERIOD**

The introductory period for all new employees is approximately three consecutive months following the most recent commencement of employment. Each new employee is in a trainee status during the introductory period. During this period employees will have the opportunity to learn about the objectives, history and nature of our business as well as the requirements of the work they will be performing. During this same period we will have an opportunity to observe the employee's skills, abilities, attitudes, attendance and potential for contributing to our mutual welfare.

At the end of the orientation period each employee will be advised of his or her progress and opportunities with the company. The orientation period does not end until the employee has been specifically advised of his or her status. The company reserves the right to extend the duration of the orientation period when such an extension is determined to be appropriate. All benefits normally granted to employees will accrue to new employees during the orientation period unless otherwise specified; however, all such benefits will not be earned or vested until this period is successfully completed. Nothing in this policy should be construed to alter the "at will" policy. Thus, either the employee or the company may end the employment relationship at any time during the Orientation Period.

#### **OUTSIDE EMPLOYMENT**

If you are employed by WFS in a full-time position, WFS will expect that your position here is your primary employment. If you are considering outside employment, it must be approved by John Kissell in advance of accepting the outside employment. If John Kissell determines that your proposed outside employment is incompatible or in conflict with your position at our company, you will not be permitted to accept the proposed employment and continue to work at our company. Failure to advise John Kissell of outside employment may result in your termination from the company.

## PROOF OF U.S. CITIZENSHIP AND/OR RIGHT TO WORK

Federal regulations require that: 1) within three days of becoming employed, all new employees must complete and sign Federal Form I-9, Employment Eligibility Verification Form; and 2) must present documents of identity and eligibility to work in the U.S. (Social Security card, Passport, or Birth Certificate).

# **EQUAL EMPLOYMENT OPPORTUNITY**

WFS provides equal employment opportunity for everyone regardless of age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions. In addition, laws regarding veterans' status are observed. This is reflected in all WFS practices and policies regarding hiring, training, promotions, transfers, rates of pay, layoff, and other forms of compensation. All matters relating to employment are based upon ability to perform the job, as well as attitude, dependability, and reliability once hired.

#### **FORMER EMPLOYEES**

WFS may consider a former employee for re-employment. Such applicants are subject to WFS's usual preemployment procedures. To be considered, an applicant must have been in good standing at the time of their



previous termination of employment with WFS.

#### **WORKPLACE VIOLENCE POLICY**

The company is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, the company has established a policy that provides "zero tolerance" for actual or threatened violence against employees, customers, visitors, or any other person who has contact with employees in the course of their duties. Security and safety in the workplace is every employee's responsibility. It is therefore essential that every employee understand the importance of workplace safety and security. In order to promote compliance with this policy and maximize our efforts to provide a safe and secure workplace that is free from violence, the company, as part of its written Injury and Illness Prevention Plan, has established security measures and practices. This will assist employees and the company to make the workplace more secure, and to remedy any problems and workplace security hazards that are identified before they lead to injuries.

The welfare of our employees and the security of company facilities requires that every individual be aware of potential security risks. Immediately notify your manager if you see any person acting in a suspicious manner, in or around company premises.

Every verbal or physical threat of violence will be treated seriously by the company. Any such threat should be immediately reported to your manager. Where a violation of this policy is found to exist, the company will take appropriate corrective action.

In situations where an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be immediately sought. In such situations, the employee should immediately contact their manager and, if necessary and appropriate, law enforcement authorities by dialing 911.

Full cooperation by all employees is necessary for the company to accomplish its goal of maximizing the security and safety of its employees. Employees should direct any questions they have regarding their rights and obligations under this policy to management.

## **DISCRIMINATION & HARASSMENT**

#### **DISCRIMINATION**

The company is committed to equal employment opportunity. It is our policy, consistent with all applicable state and federal law, to recruit and hire without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, sex or sexual orientation. This non-discrimination policy applies to all employment actions, including promotions, compensation, benefits and termination of employment.

## REASONABLE ACCOMMODATION

The company will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified applicant for employment or employee, unless undue hardship would result. Any applicant or employee who requires accommodation in order to perform the essential functions of a job should advise the company of what accommodations he or she believes are needed in order to perform the job. The company will determine what accommodations, if any, will be made. If accommodation is reasonable and will not impose undue hardship upon the company, the company will make the accommodation.

#### **HARASSMENT**

The company strongly believes that all people have the right to work in an environment free from all forms of unlawful harassment. Harassment, including sexual harassment, of one employee by another employee or manager is prohibited by both state and federal law. The purpose of this policy is to assure that no form of harassment occurs at our company. This harassment policy includes, but is not limited to, harassment based on a person's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, sex or sexual orientation.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature. Sexual harassment includes many forms of offensive behavior. The following is a partial list of the types of



behavior that could constitute sexual harassment:

- Verbal harassment such as derogatory comments or slurs, comments about an individual's body, use of sexually degrading words, suggestive or offensive notes, letters, or invitations;
- Physical harassment such as any touching of another, assault, impeding or blocking movement, or any
  physical interference with normal work or movement when directed at an individual;
- Visual forms of harassment, such as displaying derogatory posters, cartoons or drawings that are offensive;
- Requests for sexual favors or unwanted sexual advances; and
- Any other conduct that unreasonably interferes with an employee's performance of his or her job or that creates an intimidating, hostile or offensive working environment.

In keeping with our policy, the company will not tolerate any kind of unlawful harassment by any of its employees.

#### **INVESTIGATION OF DISCRIMINATION & HARASSMENT**

Any employee who is subjected to or witnesses possible discrimination and/or harassment, including sexual harassment and harassment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, sex or sexual orientation, must immediately bring the incident to the attention of your manager or any other member of management without fear of reprisal. The matter will be thoroughly investigated, and confidentiality will be maintained to the extent possible. After reviewing all the evidence, a determination will be made concerning whether reasonable grounds exist to believe that discrimination and/or harassment has occurred. Appropriate action will be taken to remedy the injury, if any, to the employee subjected to the discrimination and/or harassment. The persons involved will be advised of the determination if appropriate.

It is the obligation of all employees to cooperate fully in the investigation process. The company considers any discriminatory and/or harassing conduct based on unlawful discrimination to be a major offense which can result in disciplinary action for the offender, up to and including discharge. In addition, disciplinary action will be taken against any employee who attempts to discourage or prevent another employee from bringing discrimination and/or harassment to the attention of management.

The company wants to assure all of its employees that measures will be undertaken to protect those who complain about discrimination and/or harassment from any further acts of discrimination and/or harassment, coercion or intimidation, and from retaliation due to their reporting an incident of this type or participating in an investigation or proceeding concerning the alleged discrimination and/or harassment.

# STANDARDS OF CONDUCT

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. At WFS, we hold ourselves to a high standard of quality. By accepting employment with us, you have a responsibility to WFS and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary.

#### **UNACCEPTABLE ACTIVITIES**

We expect each person to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Your avoidance of these activities will be to your benefit as well as the benefit of WFS. If you have any questions concerning any work or safety rule or any of the unacceptable activities listed, please see your Manager for an explanation. Occurrences of any of the following violations, because of their seriousness, may result in immediate dismissal without warning:

- Work on any personal vehicle/equipment other than our client's non personal vehicle/equipment is prohibited and may result in termination;
- The use of our client's shop, tools, or equipment for any purpose other than the service of their vehicles or equipment.



- Willful violation of any company rule; any deliberate action that is detrimental to WFS's efforts to operate profitably;
- Willful violation of security or safety rules or failure to observe safety rules; failure to wear required safety equipment; tampering with WFS equipment or safety equipment;
- Negligence or any careless action which endangers the life or safety of another person;
- Being unfit for duty or under the influence of a controlled substance while at work; use or possession or sale of controlled substance drugs in any quantity while on company premises except medications prescribed by a physician which do not impair work performance;
- Possession of firearms, weapons or explosives on company property or while on duty;
- Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on company premises or when representing WFS, fighting, or horseplay or provoking a fight on company property, or negligent damage of property;
- Insubordination or refusing to obey instructions properly issued by your Manager pertaining to your work; refusal to help out on a special assignment;
- Threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose;
- Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of company property, or the property of fellow employees, customers, suppliers, or visitors in any manner;
- Theft of company property or the property of fellow employees; unauthorized possession or removal of any company property, including documents, from the premises without prior written permission from management; unauthorized use of company equipment or property for personal reasons; using company equipment for profit;
- Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by WFS; alteration of company records or other company documents;
- Violating the non-disclosure agreement; giving confidential or proprietary WFS information to competitors or other organizations or to unauthorized WFS employees; working for a competing business while a WFS employee; breach of confidentiality of personnel information;
- Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same;
- Immoral conduct or indecency on company property;
- Conducting a lottery or gambling on company premises.
- Occurrences of any of the following activities, as well as violations of any WFS rules or policies, may be subject to disciplinary action, including possible immediate dismissal. This list is not all-inclusive and, notwithstanding this list, all employees remain employed "at will."
- Unsatisfactory or careless work; failure to meet work load or quality standards as explained to you by your manager; mistakes due to carelessness or failure to get necessary instructions;
- Any act of harassment: sexual, racial or other; telling sexist or racial-type jokes; making racial or ethnic slurs;
- Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your manager; stopping work before time specified for such purposes;
- Sleeping on the job; loitering or loafing during working hours;
- Use of company telephone for personal calls;
- Leaving your work station during your work hours without the permission of your manager, except to use the restroom;



- Smoking in restricted areas or at non-designated times, as specified by department rules;
- Creating or contributing to unsanitary conditions;
- Failure to report an absence or late arrival; excessive absence or lateness;
- Obscene or abusive language toward any manager, employee or customer; indifference or rudeness towards a customer or fellow employee; any disorderly/antagonistic conduct on company premises;
- Speeding or careless driving of a forklift or any other company or client vehicles;
- Failure to immediately report damage to, or an accident involving company equipment;
- Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any
  kind for charities or others without authorization during business hours, or at a time or place that
  interferes with the work of another employee on company premises;
- Failure to maintain a neat and clean appearance or failure to follow in terms of the uniform policy; any
  departure from accepted conventional modes of dress or personal grooming; wearing improper or unsafe
  clothing;
- Failure to use your timecard; alteration of your own timecard or records or attendance documents; punching or altering another employee's timecard or records, or causing someone to alter your timecard or records.

#### **EMPLOYEE PERFORMANCE & CONDUCT**

Like most organizations, the company utilizes various procedures when such things as misconduct or poor performance occur. Verbal warnings, written warnings, demotions, disciplinary suspensions without pay and discharge are generally the procedures used for any unacceptable conduct. These discipline procedures are used in no particular order and any of the disciplinary actions can be taken without any preceding discipline. There may be occasions where the company determines that circumstances warrant immediate termination without any prior warning, suspension, or notice.

Written warnings and suspension notices should be signed both by the manager and employee. The employee's signature is not an admission of guilt, but merely acknowledges receipt of the notice. *An employee's refusal to sign a written warning acknowledging receipt will be considered insubordination.* If an employee disagrees with the warning and desires to make comments, the employee is entitled to write these comments on the warning memorandum form.

Nothing in this policy should be construed to limit or otherwise alter the company's right to terminate employment at will.

# **TERMINATION**

All employment at our company is at will as set forth in our "At Will" policy above. Should an employee decide to resign, we hope he/she will give the company as much advance notice as possible. Providing such advance notice will affect an employee's good standing with the company and eligibility for rehire consideration.

**No Call No Show**: Any employee who fails to report for work at their starting time without giving prior notice to the company will be considered to have voluntarily quit unless an excuse is offered at the earliest possible time and accepted by the company. All Company tools, clothing, articles, and final paperwork are due at the time the employee finishes her/his final shift. Any missing items will be deducted from the employee's final check.

Layoffs: There may be occasions when, in management's judgment, circumstances require a temporary or permanent rescheduling of work and/or a temporary or permanent layoff. In that event, management shall decide which employees will be laid off, retained, transferred and/or have their hours adjusted based upon management's judgment of the company's need. If you were a full-time employee and were laid off, you will be considered a full-time employee upon return to work, provided that you were not on layoff status for longer than ninety (90) days.

**Severance**: Severance is not normally paid at the time of termination (including layoff) or resignation. However, there may be circumstances in which the company, at its sole discretion, decides to give severance pay to an employee leaving the company.



At the time of termination of service, all company property (e.g., such as product samples, uniforms, tools, keys) must be turned in to your manager. Employees who fail to return uniforms, tools, or other equipment supplied by the company may have the value of the items not returned deducted from their last paycheck.

Employees who resign with at least 72 hours notice or who are terminated involuntarily will obtain their final paycheck from the WFS Corporate Office by the laws applicable to the state they work in.

In instances where an employee voluntarily leaves our employ, WFS management would like to discuss your reasons for leaving and any other impressions that you may have about WFS. If you decide to leave, you will be asked to grant us the privilege of an exit interview. During the exit interview, you can express yourself freely. It is hoped that this exit interview will help us part friends, as well as provide insights into possible improvements. All information will be kept strictly confidential and will in no way affect any reference information that WFS management will provide another employer about you.

## **COMPENSATION & PERFORMANCE**

## **WAGE & SALARY POLICIES**

#### **ERROR IN PAY**

You are expected to review each paycheck for errors. Every effort is made to avoid errors in your paycheck. If you believe an error has been made, contact WFS immediately. We will take the necessary steps to research the problem and to assure that any necessary correction is made properly and promptly.

#### **OVERTIME PAY**

From time to time, it may be necessary for you to perform overtime work in order to complete a job on time. For overtime purposes, our work week starts at 12:01 a.m. Sunday and ends at midnight the following Saturday. When it is necessary to work overtime, you are expected to cooperate as a condition of your employment. There are two types of overtime work:

**Scheduled Overtime**: Scheduled overtime work is announced in advance and generally will involve an entire department or operation. This type of overtime becomes part of the required workweek of the people who are members of the department or operation. If you need to be excused from performing scheduled overtime, speak with your manager. He or she will consider your situation and the requirements of the department or operation in deciding whether you may be excused from performing the scheduled overtime.

**Incidental Overtime**: Incidental overtime isn't scheduled; it becomes necessary in response to extenuating circumstances. It is extra time needed to complete work normally completed during regular hours. Incidental overtime may become necessary when an illness or emergency keeps co-workers from being at work as anticipated. It may require you to return to the workplace for emergency work. The opportunity to perform incidental overtime will be given first to the employee who normally performs the task. If that employee cannot perform the overtime, the Manager will offer the overtime to a suitably qualified person who is available to perform the overtime work.

If you are a "non-exempt" employee and you perform overtime work, you will be paid one and one-half (1-1/2) times your regular hourly wage for any time over eight (8) hours per day or forty (40) hours per week, depending on the State you work in. If during that week, you were away from the job for any reason, those hours not worked will not be counted as hours worked for the purpose of computing eligibility for overtime pay. All calculation will follow the laws specific to the state in which you work.

## **PAY PERIOD & HOURS**

WFS payroll is every other Friday. Payroll dates are Saturday through the following Friday. WFS Payroll is direct deposited into your savings or checking account on the Friday following the end of the pay period. For those employees that receive checks, the checks will be available for pickup on the payday, or will be mailed to the employee as soon as they are returned from ADP.



## **PAYCHECK DISTRIBUTION OPTIONS:**

- mailed to your home address (this may delay delivery)
- direct deposit
- picked up at the office
- priority mailing at employee's expense (FedEx)

## **TIME CARDS & RECORDS**

Your Timecard is the only way the payroll department knows how many hours you worked and how much to pay you. Your Timecard indicates when you arrived and when you departed. You are to note in and out times for lunch and for brief absences like a doctor or dentist appointment.

You are responsible for your Timecard. Remember to record your time. If you forget to record your time or make an error on your Timecard, notify your manager, then make the correction and send it in to WFS and your work location. You are responsible for any and all corrections to your Timecard. WFS will not follow up to see if your work location was notified of the correction. If you fail to turn in a timecard or the timecard turned in to WFS does not match the timecard turned in to your work location you may fail to get paid in the current pay period. If you fail to follow correct time keeping policy then you will be subject to the existing company disciplinary policy and a delay in getting your pay check.

- All time is to be recorded on the correct timecard by the end of each workday. A workday is defined by
  the day you start your shift. If you start at 10:00 PM on Sunday night, and end at 6:00 am Monday
  morning then your shift is a Sunday shift.
- Your timecard is comprised of an actual document titled Timecard, <u>AND</u> the supporting Invoices or Repair
   Orders. Failure to provide one or the other constitutes a missing timecard.
- All timecards will be faxed or emailed to the appropriate location at the end of each work shift.
   Exceptions to this policy must be received in writing or email (keep a copy for your records). If you are working at an alternate location you are still responsible for having your timecards in by the end of your work shift. This includes; schooling, training, covering shifts for other employees, etc. You must turn in a timecard each day.
- All employees are responsible for any changes to timecards that have already been turned in. If there was an error on a timecard that has already been turned in, then you are responsible for making sure that both WFS and the client are notified of the mistake.
- If there is a problem with the fax machine at your location or at WFS, then call WFS and inform them of the problem. **Do not wait until the next day** to contact WFS. WFS has a 24 hr voice mail answering machine. All time sheets are to be filled out in **Black ink**. Do not use a pencil to fill out your timecard.

# **WAGE ASSIGNMENTS (GARNISHMENTS)**

We hope you will manage your financial affairs so that we will not be obligated to execute any court-ordered wage assignment or garnishment against your wages. However, whenever court-ordered deductions are to be taken from your paycheck, you will be notified. According to the Federal Wage Garnishment Act, three (3) or more garnishments may be cause for dismissal.

For each Wage Assignment issued against you there will be a \$10.00 processing fee assigned, and a \$5 check fee. This fee will be automatically deducted from your paycheck.

## **PERFORMANCE**

## **ABSENCE OR LATENESS**

WFS is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise. Both Paid and non-Paid Time off have been provided for this purpose.

If you are unable to report to work, or if you will arrive late, contact the WFS office, and your work location, before



your shift starts. Give the office as much time as possible to arrange for someone else to cover your position until you arrive. If you know in advance of your start time that you will need to be absent, you are required to request this time off directly from the WFS office by filling out a request for time off form. Requesting the time off does not mean the work load at your work location will warrant the absence. A heavy workload may require you to take an alternate day off.

When you call to inform WFS of an unexpected absence or late arrival, please indicate when you expect to arrive for work. You must also call your place of work and notify your lead or Manager. If you are unable to call in yourself because of an illness, emergency or for some other reason, be sure to have someone call on your behalf. Failure to notify the office of absence will result in disciplinary action. Directly notifying means: You the employee, or someone calling on your behalf, talking directly to an employee at our main office (telephone number 330-484-2566). Notification of your work location does not mean you have notified the office.

#### **NO CALL NO SHOW**

Any employee who fails to report for work at their starting time without giving prior notice to the company may be considered to have voluntarily quit unless an excuse is offered at the earliest possible time *and accepted* by the company.

## **ATTENDANCE**

You are expected to be at your work station and ready to work at the beginning of your assigned work hours, and you are expected to remain at your work station until the end of your assigned work hours, except for approved breaks and lunch. When your work takes you away from your work station, please let your Manager know where you are going and how long you expect to be gone. Be aware that "excessive" time off could lead to disciplinary action.

#### **BREAKS & REST PERIODS**

You are entitled to two 15 minute rest breaks each day. Normally these rest breaks will be scheduled in midmorning and mid-afternoon. Your Manager or the office will determine these rest periods. If you work in a department where breaks are not directly assigned, please coordinate with your co-workers to maintain adequate coverage at all times. Always be sure to return to work on time at the end of any break. In the unlikely event of an emergency or unusual condition, your Manager may ask you to change or postpone your break in order to finish a particular project.

#### **EXCESSIVE ABSENTEEISM OR LATENESS**

When you are hired you make an implied pledge to perform the jobs you are assigned on the days and at the times you are scheduled. Chronic absenteeism or tardiness is a break from that pledge which seriously affects your fellow employees' ability to provide our clients with the quality service that they deserve.

Any amount of time in excess of the benefits listed below places you in disciplinary action. We use the following guidelines in managing our attendance policy:

- PDO (Personal Day Off) = 40 unpaid hours available after your introduction period, which may be used prior to your 1<sup>st</sup> anniversary date. 40 unpaid hours after your first anniversary to be used prior to your next anniversary.
- Paid Time Off
- Bereavement benefit
- Scheduled Holidays.

All time off, whether paid or not, needs to be scheduled and approved 2 weeks in advance.

Any employee who fails to report for work at their starting time without giving prior notice to the company may be considered to have voluntarily quit unless an excuse is offered at the earliest possible time *and accepted* by the company.



## **LUNCH PERIOD**

You are expected to take your full allotted time for lunch. You may not perform any work during your regularly scheduled lunch period, unless specifically requested to do so by your Manager. In that event, your lunch will be rescheduled or you will be paid for the time that you worked. You may leave the premises during your lunch period.

#### **RECORD OF ABSENCE OR LATENESS**

If you are absent because of illness for a day or more, your Manager may request that you submit written documentation from your doctor. If you are absent three (3) or more days because of illness, you may be required to provide written documentation from a doctor that you are able to resume normal work duties before you will be allowed to return to work. Your Manager will make a note of any absence or lateness, and the reason, in your personnel file. Your attendance record will be considered when evaluating requests for promotions, transfers, leaves of absence, and approved time off, as well as scheduling layoffs, etc.

## **BENEFITS**

## **ELIGIBILITY FOR BENEFITS**

If you are a full-time employee, you will enjoy all of the benefits described in this manual as soon as you meet the eligibility requirements for each particular benefit. If you are a part-time employee, you will enjoy only those benefits, which are required by law to be afforded to you, provided that you meet the minimum requirements set forth by law and in the benefit plan. No benefits are available to you during your Introductory Period, except as otherwise provided by law.

#### **HOLIDAYS**

Full-time employees are eligible to receive holiday pay after they have successfully completed their introductory period. Part-time employees are not eligible to receive holiday pay.

## **RECOGNIZED HOLIDAYS**

Workforce recognizes the following Holidays:

- 1. New Year's Day
- 2. Memorial Day
- 3. 4<sup>th</sup> of July
- 4. Labor Day
- 5. Thanksgiving Day
- 6. Christmas Day

# **HOLIDAY POLICIES**

The following conditions *MUST* be met to receive holiday pay. Your work location must recognize the day as a holiday, and you must work the entire scheduled workday immediately before and after the holiday. Any absence whether excused or not will nullify the holiday benefit. (i.e. leaving sick on the day preceding or following a holiday will nullify the holiday benefit). You are not eligible to receive holiday pay when you are on a leave of absence. If a holiday falls on a Saturday then the employee is entitled to (eight) 8 hours of regular pay. If a holiday falls on a Sunday then the employee may receive the following Monday off. Location specific guidelines may supersede this policy. Check with your WFS Manager prior to holiday for confirmation.

# **PAID TIME OFF**

# **VACATION & SICK POLICIES**

Full-time employees are eligible for paid time off (Vacation & Sick), which accrues at the following rates: (note WFS



does not differentiate between Vacation & Sick, the amounts listed below are the combined accruals)

1st year: 40 hrs

2nd - 10 year: 80 hrs

11th - 20th year: 120 hrs

Every effort will be made to grant you your paid time off at the time you desire. However, time off cannot interfere with your work location's operation and therefore must be approved by your manager at least two (2) weeks in advance. If any conflicts arise in requests for time off, preference will be given to the employee with the most seniority.

Paid time off may not be carried over and accumulated in subsequent calendar years. Exceptions to this policy may be made only in unusual circumstances, each case to be considered separately by management.

#### OTHER PAID LEAVES

#### **FUNERAL LEAVE (BEREAVEMENT)**

You are entitled to take up to two (2) paid workdays off, per anniversary year, to attend the funeral and take care of personal matters related to the death of a member of your immediate family (A parent, spouse, spouse's parent, child, spouse's child by a former marriage, brother or sister.) These days are paid for out of your Bereavement benefit. Additional unpaid, PDO hours will be made available, without disciplinary action, for any further necessary occurrences. Only regular full-time employees that have passed their first anniversary are eligible for this paid Bereavement Benefit. Benefits are paid once per year. Additional time must come from accrued paid time off. With your manager's approval, you may take up to three (3) full days without pay to attend funerals of other relatives and friends per year. If you prefer, unused personal leave or earned paid time off may be used for this purpose.

## **UNPAID LEAVES OF ABSENCE**

Employees may be eligible to take a leave of absence without pay. However, employees must comply fully with this policy. This policy contains very important information that affects your eligibility for a leave of absence. Therefore, it is important that you carefully read the entire policy.

# **FOUR TYPES OF UNPAID LEAVES OF ABSENCE:**

1. Personal Leave/Non-Medical: A personal leave of absence may be granted upon a written request provided that employees advise their manager as soon as they learn that they require such a leave. Employees will be required to take accrued vacation time as part of their personal leave. Extensions may be granted at the discretion of management.

To request a personal leave you must submit the following written information to your manager:

- The date the leave will begin;
- The estimated date of your return to work; and
- The reason for your leave.
- 2. General Medical Leave (see section 4 below for state and federal family and medical leave rights and requirements): Employees who are not eligible for a personal medical leave under the California Family Rights Act or the federal Family and Medical Leave Act and who are temporarily disabled and unable to work due to either a work related or non-work related medical condition may be granted a general medical leave of absence for the period of their disability or 30 calendar days, whichever is shorter. Extensions may be granted at the discretion of management. Employees shall be required to take accrued vacation time and accrued sick time as part of their medical leave of absence.

To obtain a general medical leave you must submit to your manager a letter from your attending physician as soon as you learn that you are, or will become, temporarily disabled and unable to work due to a medical condition. The letter must contain the following information:



- The date the leave will begin;
- The estimated date of your return to work; and
- The reason for your leave.
- 3. Pregnancy Leave: Employees who are temporarily disabled and unable to work due to a pregnancy related medical condition will be granted a leave of absence for the period of their disability up to a maximum total leave of four months for each pregnancy. Pregnancy leaves will run concurrently with medical leaves under federal law, but not under state family and medical leave law. When an employee has completed her pregnancy leave, she may apply for additional leave for child care under the state family and medical leave law. Employees shall be required to take accrued sick time as part of their pregnancy leave of absence and may take accrued vacation time.

To obtain a pregnancy leave you must submit to your manager a letter from your attending physician as soon as you learn that you are, or will become, temporarily disabled and unable to work due to a pregnancy condition. The letter must contain the following information:

- The date the leave will begin;
- The estimated date of your return to work; and
- The reason for your leave.

Pregnancy Accommodation: In lieu of a pregnancy leave of absence, a pregnant employee may request a transfer to a less strenuous or hazardous position. If such a transfer can be reasonably accommodated, a pregnant employee will be transferred for the duration of her pregnancy, provided that she submits a written request for such transfer, and, in addition, furnishes a doctor's written certification attesting that the transfer request is upon the doctor's advice. However, the company will not undertake to create additional employment that the company would not otherwise have created to meet its own business needs, nor will the company be required to discharge any employee, transfer any employee with more seniority than the pregnant employee, or to promote any employee who is not qualified to perform the job. Upon transfer, an employee will receive the salary and benefits which are regularly provided to employees in the position to which the employee has transferred.

4. Family Care and Personal Medical Leaves: Eligible employees may be entitled to take family care and personal medical leave in accordance with the provisions of the California Family Rights Act ("CFRA") and the federal Family and Medical Leave Act ("FMLA"). This section of the handbook describes generally the CFRA and FMLA leave benefits available. If you have any additional questions about such benefits, please contact the WFS Corporate Office. If you want to take a CFRA and/or an FMLA leave, please advise the WFS Corporate Office and you will be provided with further information with regard to your rights.

For an employee to be eligible for CFRA/FMLA leaves, the company must employ 50 or more part or full time employees within 75 miles of the employee's work site, the employee must have at least 12 months of service with the company, and the employee must have worked at least 1250 hours in the 12 month period immediately preceding the date the employee wants to begin his/her leave.

An eligible employee may take an unpaid leave of absence (1) for the birth or adoption or foster care of a child, (2) to take care of a child, parent or spouse with a serious health condition, or (3) because the employee's own serious health condition prevents the employee from performing his/her job duties. Eligible employees may take this leave for a total of 12 workweeks within a 12 month period. When CFRA leave is taken for a serious health condition of the employee, the employee's child, parent or spouse, the leave may be taken intermittently or on a reduced work schedule when medically necessary as determined by the treating health care provider.

If the need for leave is foreseeable, employees must submit a request at least 30 days prior to the commencement of the leave. If the need for leave is not foreseeable, employees must submit the request for leave as far in advance as practicable.

Pregnancy leaves may run concurrently with medical leaves under the FMLA but not under the CFRA. An employee who is no longer entitled to pregnancy leave because the employee has given birth and is no longer disabled may be eligible to take a CFRA leave for the care of a newborn child.



Employees will be required to take accrued vacation time as part of their family care leave and both accrued vacation and sick time as part of their personal medical leave.

If you wish to take a CFRA/FMLA leave, you must submit the following written information to your manager:

**Leave for employee's own serious health condition:** a written request for the leave and a medical certification that specifies the date the serious health condition commenced and the probable duration of the condition. The medical certification must include a statement that the employee is unable to perform the functions of his/her position. The certification must be submitted within 15 calendar days from the date the request for leave is made.

Leave for the care of a newborn or foster child, or to care for a child, spouse, or parent with a serious health condition: a written request for the leave accompanied by a medical certification that specifies the date the serious health condition commenced and the probable duration of the condition. The medical certification must also include a statement that it is necessary for a family member to participate in the care or treatment of the sick individual, and an estimate of the time necessary for the employee to provide such care.

## **GENERAL REQUIREMENTS FOR ALL LEAVES OF ABSENCE**

All leaves will be granted for the period of disability or in segments of not more than 30 days, whichever is shorter. Extensions will be granted when required by law or appropriate for other reasons and if they are requested in writing and received by the company at least four working days before the expiration of the last agreed upon return date and include a physician's statement verifying continued need for the leave.

It is the employee's responsibility to make certain that any and all written verifications by physicians of illness or disability are received by the company. Thus, if anyone other than an employee provides physician verification to the company, the employee must contact the company to make sure that the company received the verification.

When a definite date of return has been determined at the beginning of the leave, the employee must advise the WFS Corporate Office of his/her return five working days prior to the return date and must return to work on the designated date. If an employee's health care provider determines that an extension of the original agreed upon date of return is necessary, the employee must notify the company not less than five working days prior to the agreed upon date of return and present to the company a doctor's verification of continued need for leave. If the employee has not requested an extension of the original leave return date or that of any subsequent agreed upon extension and does not return to work on the last agreed upon return date, the employee will be considered to have abandoned his/her job.

While an employee is on CFRA, FMLA or pregnancy leave the company will normally pay the health insurance premiums for the employee for up to 12 workweeks, to the same extent the company paid for the employee's premium before the leave. However, in circumstances where the law does not require the company to pay the health premiums, the company reserves the right not to pay them. For example, if an employee takes a CFRA newborn childcare leave following a pregnancy leave, the company will pay a maximum of 12 weeks for health insurance from the beginning of the pregnancy leave. If the employee does not return to work from the leave, the employee may be required to reimburse the company for the cost of his/her medical benefits during the leave.

For personal leaves or general medical leaves (non CFRA/FMLA leaves), employees may continue to participate in the company's group health insurance plan for part or all of the duration of the leave of absence at the discretion of management and in accordance with the group health insurance plan. However, the employee may be required to pay the full monthly premium for part or all of the duration of the leave of absence to continue the coverage. Employees must contact the WFS Corporate Office before taking a leave of absence to arrange continued coverage. Failure to do so will result in cancellation of insurance coverage.

A physician's release will be required prior to your returning to work from a general medical, personal medical or pregnancy leave of absence. The company reserves the right to have any employee examined at the company's expense by a physician of its choice to verify fitness for work, to verify the existence or continuation of a disability/serious health condition, to verify fitness for work following a disability/serious health condition, or for any other reason the company deems necessary.

When an employee is ready to return to work following a leave of absence for personal or general medical



reasons, the company will endeavor to place the employee in the same or similar position held by the employee before the leave. When an employee returns from a CFRA/FMLA or pregnancy leave the company will restore the employee to the same or comparable position at the same rate of pay and same benefits subject to defenses allowable by law. An approved leave of absence does not guarantee in every situation that your prior position, a comparable position, or that any position will be available at the conclusion of your leave.

Returning employees retain all benefits they had accrued at the start of their leave but do not accrue any benefits, including vacation, holidays, or seniority, while on leave. Employees cannot be employed elsewhere or apply for unemployment benefits while on leave.

## You will be considered to have abandoned your job if either of the following occurs:

- You start a leave of absence or extend a leave of absence without following these procedures for having a leave of absence properly approved.
- You do not return from a leave of absence or an extension of a leave of absence on the stated return date.

#### MILITARY RESERVES OR NATIONAL GUARD LEAVE OF ABSENCE

Employees who serve in U. S. military organizations or state militia groups may take the necessary time off without pay to fulfill this obligation, and will retain all of their legal rights for continued employment under existing laws. These employees may apply accrued personal leave and unused earned vacation time to the leave if they wish; however, they are not obliged to do so. You are expected to notify your Manager as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.

#### **JURY DUTY**

It is your civic duty as a citizen to report for jury duty whenever called. If you are called for jury duty, we will permit you to take the necessary time off. Time off associated with jury duty is unpaid. You must notify your Manager within forty-eight (48) hours of receipt of the jury summons. On any day or half-day you are not required to serve, you will be expected to return to work.

# **OTHER POLICIES**

#### **SAFETY RULES**

Safety is everybody's business. Safety is to be given primary importance in every aspect of planning and performing all WFS activities. We want to protect you against industrial injury and illness, as well as minimize the potential loss of production.

Please report all injuries (no matter how slight) to your Manager immediately, as well as anything that needs repair or is a safety hazard. Below are some general safety rules. Your Manager or department head may post other safety procedures in your department or work area:

- Avoid overloading electrical outlets with too many appliances or machines;
- Use flammable items, such as cleaning fluids, with caution;
- Walk, don't run;
- Use stairs one at a time;
- Report to your Manager if you or a co-worker becomes ill or is injured;
- Ask for assistance when lifting heavy objects or moving heavy furniture;
- Smoke only in designated smoking areas;
- Keep cabinet doors and file and desk drawers closed when not in use;
- Never empty an ashtray into a waste basket or open receptacle;
- Wear or use appropriate safety equipment as required in your work;
- Start work on any machine only after safety procedures and requirements have been explained (and you



understand them);

- Use air hoses only for the use intended. Avoid blowing air at yourself or anyone else;
- Wear appropriate personal protective equipment, like shoes, hats, gloves, goggles, spats, hearing protectors, etc., in designated areas or when working on an operation which requires their use;
- Keep your work area clean and orderly, and the aisles clear;
- Stack materials only to safe height;
- Watch out for the safety of fellow employees;
- Use the right tool for the job, and use it correctly;
- Wear gloves whenever handling castings, scrap, barrels, etc.;
- Operate motorized equipment only if authorized by your immediate Manager. WFS must license all
  operators.

Remember that failure to adhere to these rules will be considered serious infractions of safety rules and will result in disciplinary actions.

## **SAFETY RULES WHEN OPERATING MACHINES & EQUIPMENT**

- Machine guards must be in place while machines are in operation.
- Loose clothing, jewelry or rings must be removed before operating machinery.
- You may be required to have steel toe shoes and (if necessary) prescription eye protection or safety glasses to start the job.

We will continue to provide a clean, safe and healthy place to work and we will provide the best equipment possible. You are expected to work safely, to observe all safety rules and to keep the premises clean and neat. Remember that carelessly endangering yourself or others may lead to disciplinary action, including possible dismissal.

## **DRESS CODE / PERSONAL APPEARANCE**

Please understand that you are expected to dress and groom yourself in accordance with accepted social and business standards, particularly if your job involves dealing with customers or visitors in person. You are expected to be suitably attired and groomed during working hours or when representing WFS. If your uniform is dirty, unkempt or untidy, you may be asked to leave your workplace until you are properly attired. You will not be paid for the time you are off the job for this purpose. You are to report to work every day in clean clothing which does not constitute a safety hazard and which is appropriate to the duties to be performed. Safety hazards would include un-tucked shirts, unbuttoned shirts, shirts with loose sleeves, and clothing with loose strings or threads hanging from them. This is not a comprehensive list of all safety hazards. You are expected to use good judgment in regards to safety.

WFS will make arrangements with a linen service to provide clean work clothing for you or purchase uniforms for you. WFS will pay for 11 shirts and 11 pants, or 11 coveralls. The employee will cover the cost of any additional clothing. Compliance is mandatory unless medical reasons prohibit this policy. If you have a medical condition that prohibits the wearing of laundered items you must have a medical report on file in the WFS Office.

In some work locations WFS is not able to supply uniforms, through a uniform company, for our employees. In these cases we will pay for the purchase of five pairs of uniforms. Either five pants and shirts or five coveralls. The uniforms may be purchased through ALSCO, Cintas, or WearGuard. The color is gray. You are required to be clothed in these uniforms while at your work location. And you are required to have a clean uniform each day. The cost of the uniforms will depreciate over 12 months, at which time you will be required to purchase five additional uniforms at WFS's expense. All receipts must be turned into the WFS office. If you terminate your employment with WFS you will be responsible for the return of the uniforms or the depreciated cost of the uniforms.

# **ENTERING & LEAVING THE PREMISES**

At the time you are hired, you will be advised about the proper entrances and exits for our employees. You are



expected to abide by these rules at all times. Failure to do so will lead to disciplinary action.

#### **PARKING**

When you park your vehicle, regardless of location, whether public or the client's property, you will be responsible for resolving any dispute over damage between yourself and the third party involved. Neither the owner of the property nor WFS will be responsible if your vehicle is damaged and the person (s) involved in damaging your vehicle have left without notifying you. Any damage incurred will be your responsibility. Park at your own risk!

#### VISITORS OR RELATIVES ON THE JOB SITE

Due to the nature of our operations and the access to client facilities, it is against company policy for any employee to have visitors or relatives on the job sites. This is precluded by our contracts with clients and is not allowed by our insurance carriers. Any violation of this rule may be cause for immediate dismissal, and potentially criminal charges. Absolutely under NO circumstances is any non-Workforce Services employee allowed into our shops.

#### **ENTRY AFTER-HOURS**

You are not allowed to enter WFS or our Client's property after normal working hours for any reason without the express approval of your Manager or the WFS Corporate Office.

#### **GRIEVANCES**

• Talk with your manager first, then put it in writing, and have it signed by your manager.

If there is anything bothering you, or if you have a suggestion, we would like to hear about it. If you feel that any working condition, policy, practice, or action by WFS or by any member of management is unjust, you should tell your Manager about it and discuss the matter confidentially and in private with him or her. If you decide to do this, please stay in your workplace and contact your Manager, or one of the other Managers that may have been designated for you to contact, before leaving. Establish with your Manager an appropriate time and place to discuss your concern. If for some reason your Manager fails to offer you the opportunity to discuss the matter, or if the discussion does not lead to a satisfactory conclusion, then proceed to the next step. If, after discussion with your Manager, the situation remains unsettled, write the grievance down and refer it to the WFS Corporate Office. Be sure to mention any times, dates, and places. Also, include a summary of your communications with your Manager on the subject. Put this information into an envelope, seal it and either mail or deliver it to WFS.

## **PROPERTY & EQUIPMENT CARE**

It is your responsibility to understand the machines you need to use to perform your duties. Good care of any machine that you use during the course of your employment, as well as the conservative use of supplies, will benefit you and WFS. If you find that a machine is not working properly or in any way appears unsafe, please notify your Manager immediately so that repairs or adjustments may be made. Under no circumstances should you start or operate a machine you deem unsafe, or should you adjust or modify the safeguards provided.

## **COMPANY EQUIPMENT & BUSINESS MACHINES**

All company business machines and equipment, including computers, telephones, voice mail, and any other information storage, retrieval or communication systems, are company property and are to be utilized for company business purposes only. The company reserves the right to monitor, access or record any information displayed, stored or transmitted through the use of any company business machines or equipment, whether or not it is password protected. Additionally, company furnishings such as desks, cabinets, files, and lockers are company property and the company reserves the right to access these furnishings as well. Therefore, employees should not expect any privacy with respect to any information stored or transmitted through the use of company property or stored in company property.



#### **SECURITY**

Maintaining the security of WFS property and our Client's property is every employee's responsibility. Develop habits that insure security as a matter of course. For example:

- Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them;
- When you leave the work site make sure that all entrances are properly locked and secured.

#### SUBSTANCE USE & ABUSE

We believe that intoxicants do not belong in the work environment. Therefore, we have a firm company policy concerning all intoxicants. Employees may be disciplined, up to and including discharge without prior notice or warning, even for a first offense, for any of the following:

- For reporting to work and/or working with the presence of intoxicants in their bodies in any detectable amount,
- For bringing intoxicants into the workplace,
- For possessing or ingesting intoxicants in the workplace during working hours, including lunch and rest breaks,
- For involvement in the manufacture, sale, purchase, transfer, distribution or dispensation of intoxicants in the workplace and/or during working hours, including lunch and rest breaks, and
- For providing false or misleading information about any of the foregoing with regard to themselves or others.

As used above, workplace includes any premises where an employee may be working on behalf of the company. Including, but are not limited to, alcoholic beverages, marijuana, narcotics, barbiturates, amphetamines, and any other controlled substance other than those taken under the direction and prescription of a licensed physician. Intoxicants also include legal drugs (prescription and over the counter), whether or not taken under the direction and prescription of a licensed physician, to the extent that their ingestion may affect the safety of co-workers or members of the public, the employee's job performance, or the safe or efficient operation of the company facility.

While employees may be disciplined based upon a good faith belief that this policy has been violated, there may be circumstances where the company determines that it is necessary to conduct searches of employees and their personal belongings and/or to require employees to submit to tests (possibly monitored) for detecting and identifying intoxicants, including breath, urine and blood analyses. For example, the company may require an employee to submit to tests when an accident has occurred and it appears, in the company's sole discretion, that the employee may have contributed, in whole or in part, to the accident. The company will pay the cost of any test taken. The results of the test may be used as a basis for disciplinary action, up to and including discharge, even for a first offense. An employee's consent to searches and consent to submission to tests is required as a condition of employment. An employee's refusal to consent when requested by the company may result in disciplinary action, including discharge, even for a first offense.

### TRAFFIC VIOLATIONS

If you are authorized to operate a company vehicle in the course of your assigned work, or if you operate your own vehicle in performing your job, you will be considered completely responsible for any accidents, fines or traffic violations incurred.

## **USE OF PERSONAL OR COMPANY VEHICLES**

The company maintains insurance coverage for employees who are expected to drive company vehicles as part of their job duties. However, employees who use their personal vehicles for business purposes must have their own automobile insurance. All such employees shall provide the company with proof of said insurance and shall immediately advise the company upon being informed of any change in his/her insurance status. Failure to comply with this policy may result in termination. Employees must not drive their vehicles or company vehicles on company business unless doing so is clearly part of their job responsibilities or they have received prior



authorization by their managers to do so. If an employee whose position involves any driving is unable to maintain a valid driver's license, obtain or maintain insurance coverage for his or her own vehicle, and/or is declined coverage as a driver by the company's insurance carrier, management shall decide whether that employee will be terminated, retained, transferred, or have his or her hours adjusted based upon management's judgment of the company's needs. Employees who have "at fault" accidents while driving on company business may be terminated, even for a first accident, at the discretion of the company. Employees who fail to use a seat belt as a driver or passenger in any vehicle on company business will be disciplined up to and including discharge.