

DEPENDABLE STAFFING SERVICES

EMPLOYEE HANDBOOK

EFFECTIVE JULY 1, 2017

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Introduction

Welcome to *Dependable Staffing Services!* We look forward to working with you and establishing a rewarding relationship. Dependable Staffing Services (“DS” or the “Company”) has built a strong reputation for delivering quality staffing services throughout Arizona from our offices in Central Phoenix. Our goal is to become the premier staffing partner for both our clients and the professionals we serve. By combining exceptional customer service, and innovative recruitment strategies, we continue to experience an increase in demand for the services that we provide.

Our achievements are the result of the commitment of team members like you, to not only meet, but to exceed our clients’ expectations. DS employees are solely responsible for their success with each client, and future client assignments, which, in turn helps us maintain our objective of being the leading staffing agency in Arizona. Equally, providing a safe and professional environment for our employees is a critical component of the DS business philosophy, and is integrated into all of our operational and personnel practices and policies. Every DS employee has the responsibility to follow all established policies and procedures, and to abide by all applicable laws, regulations, and procedures.

This Employee Handbook (“Handbook”) is designed to acquaint you with DS and provide you with information about working conditions, benefits, and the policies affecting your employment. Unless otherwise stated in this handbook, the contents of this handbook are applicable to field employees placed on assignment with a client by DS, and are referred to throughout this handbook as “employees.” See 3.1, Employee Categories and Classification. Each DS employee has the responsibility to read, understand, and comply with all provisions of the Handbook as a condition of employment. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

Although this Handbook provides an overview of the Company’s expectations, its policies, and procedures, and the benefits that may be available to eligible employees, this Handbook, and the policies set forth herein, ***are not intended to create a contract (express or implied), nor are they to be construed as constituting contractual obligations of any kind or a contract of employment between DS and its employees.*** This Handbook does not guarantee any fixed terms or conditions of employment. ***Employment with DS is at-will and may be terminated by either DS or the employee at any time, with or without cause, and with or without prior notice.***

This Handbook supersedes all previous employee handbooks, memos, and any inconsistent policies and practices. Although every effort will be made to inform employees of the changes, DS reserves the right to amend, supplement, or rescind any provisions of the Handbook, other than its employment-at-will provisions, as it deems necessary in its sole and absolute discretion. No individual Staffing Supervisor has the authority to change policies at any time. DS reserves the right to include procedures or policies that address the situation of a particular assignment or client. In some cases, the variations may take the form of a separate handbook or an addendum attached to this Handbook.

We are here to help. If anything in this Handbook is unclear, or if you have any questions, please review the Company website at <http://dependablestaffing.com/> or contact your Staffing Supervisor:

Office:	Dependable Staffing 1111 North 3rd Street Phoenix, Arizona 85004
Phone:	(602) 264-1444,
Fax:	(602) 264-1443
Email:	HumanResources@Dependablestaffing.com

We welcome you and look forward to working with you!

1. Employment

1.1. At-Will Employment

DS is an at-will employer. All employees of DS are “at-will” employees. “At-will” means that employment is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and with or without prior notice for any reason not expressly prohibited by law. Nothing in this Handbook shall alter the “at-will” relationship between DS and its employees. Any oral or written representation to the contrary is invalid and should not be relied upon by any prospective or current employee.

1.2. Employment Applications

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

1.3. Background Check Policy

To ensure that individuals who join DS are well qualified, and to ensure that the Company maintains a safe and productive work environment, it is our policy to conduct pre-employment background checks on all applicants being considered for employment. Background checks may include verification of any information on the applicant’s resume or application documents. When a background check is required, employees must complete the Company’s authorization form. Failure to timely complete an authorization, falsification of an application, or omission may result in denial of employment or discipline, up to and including termination.

All offers of employment are conditioned on receipt of a background check report that is acceptable to DS. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process. If information obtained in a background check would lead DS to deny employment, a copy of the report can be provided to the applicant, and the applicant will have the opportunity to dispute the report’s accuracy. Background checks may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment. Additional checks such as a driving record or credit report may be made on applicants for particular job categories if appropriate and job related.

DS also reserves the right to conduct a background check for current employees to determine eligibility for continuing assignment or reassignment in the same manner as described above.

1.4. Immigration Policy

DS is committed to employing only individuals who are legally authorized to work for the Company. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 on the date of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. DS participates in E-Verify. Former employees who are rehired must also complete the form if they have not completed an I-9 with DS within the past three years, or if their previous I-9 is no longer retained or valid. Employees with questions, or those seeking more information on immigration law issues, are encouraged to contact the Office Manager.

1.5. New Employees

1.5.1. *Introductory Period*

A new or rehired, full or part time employee is subject to a 90-day Introductory Period to evaluate the employee's performance and determine whether further employment with DS is appropriate. During this time, employees have the opportunity to evaluate our Company as a place to work and management has its first opportunity to evaluate the employee. At the end of the period, management will review the new employee's work performance and decide on continued employment or termination. Completion of the introductory period does not alter an employee's at-will status, and employment with the Company remains at-will at all times.

1.5.2. *Orientation*

Orientation is a formal welcoming process that is designed to make the new employee feel informed about the Company and prepared for their position. New employee orientation will occur at the DS office and will cover all necessary documents.

1.6. Personnel Files

Personnel records are maintained for each employee and are considered confidential. Such records are the property of the Company. Personnel files are made available to DS staff as determined to be necessary for appropriate functioning of the Company, on a need-to-know basis. Release of personnel records to individuals outside of DS may be allowed when deemed necessary to represent the interest of the Company or when legally compelled.

1.7. Professional Qualifications, Licensure, and Certifications Employee Profile

Some positions require professional qualifications, current state or industry licensure, and/or certifications before employees are permitted to work the assignments. For example, Arizona law requires many professions to have an active fingerprint clearance card prior to or as a condition of employment in certain roles. DS maintains a Professional Qualifications, Licensure, and Certifications Employee Profile ("Employee Profile") for each employee. It is the employee's responsibility to keep their professional qualification(s), federal and/or state license(s), and/or industry certification(s), if applicable, current and provide DS with copies to maintain a current and accurate Employee Profile. Failure to maintain current copies may result in a delay of assignments being offered. ***Should there be any change or impact to an employee's professional qualifications, licensure or certifications, including, but not limited to, suspension, disciplinary proceedings, and/or a notice of investigation, the employee must notify DS immediately.*** Failure to notify DS may result in discipline, up to and including termination of employment.

1.8. Information Changes Notification

Employees are responsible for ensuring that their required personnel and contact information, including their emergency contact details, is up to date and accurate. Employees must notify DS in writing immediately after any change of name, address, or telephone number by completing a Change of Address Form available at the DS office or online.

1.9. Referrals

DS believes that our employees are our best source for finding qualified and reliable personnel. Referral bonuses may be offered to employees who recommend qualified new employees who are actually hired by the Company. Ask your Staffing Supervisor for details.

2. Ethical and Behavioral Guidelines

2.1. Code of Conduct

All DS employees acknowledge and accept their responsibility to maintain high standards of professional and personal conduct. The following lists provide some examples of expectations for all DS employees and volunteers. Employees are expected to:

- Maintain DS, client, and client customer confidentiality per DS policies and procedures;
- Refrain from using personal electronic devices (e.g., cell phones, PDAs, cameras, video devices, gaming devices, etc.) at any time while on duty (see 4.4.2 Personal Electronic devices)
- Avoid conflicts of interest (see 2.2, Conflicts of Interest)
- Avoid misrepresentation of skills, experience, credentials, qualifications and/or affiliations;
- Provide activities or services on behalf of clients, that fulfill the best interest of the client;
- Treat clients, client co-workers, and their customers with respect, courtesy, and fairness;
- Distinguish clearly between statements and actions made as a private individual and those made as a representative of DS; and
- Adhere to licensing and disciplinary rules of their industry or professional association.

Employees are prohibited from engaging in the following activities:

- Operating motor vehicles of any kind owned or leased by a client, facility or patient or to transport individuals in client or employee vehicle without the express written consent of the DS Office Manager;
- Discussing employee's personal problems with clients, client co-workers, or a client's customers (unless the discussion is a legitimate and appropriate part of a peer support program);
- Selling or promoting personal items or services on Company or client time;
- Engaging in sexual contact with any client, client co-worker, or client customer;
- Engaging in business relationships with clients;
- Accepting gratuities from clients;
- Interfering with the work of others;
- Gambling during work hours or using illicit substances;
- Physically or verbally abusing others, or threatening abuse of others; and
- Engaging in misappropriation, misuse, negligent use or theft of DS, client, client co-worker, or client customer property.

The above lists are not intended to be all inclusive, nor do they modify or limit in any way, the at-will employment relationship. See 1.1, At-Will Employment. Rather, this listing of expectations is offered to alert employees to some of the behaviors that will not be tolerated. Failure to comply with these expectations, as well as those listed in 8.2, Involuntary Termination, is grounds for disciplinary action, including immediate termination.

Any employee(s) who becomes aware of inappropriate conduct on the part of others, or suspects conduct is potentially unethical, is expected to report such concerns to their Staffing Supervisor or contact the Office Manager. Failure to report such conduct may result in disciplinary action, up to and including termination.

2.2. Conflicts of Interest

DS requires that every employee avoid any situation or interest which might interfere with the employee's judgment with respect to his or her employment responsibilities. If an employee believes they may have a direct or indirect conflict of interest, he or she must disclose it to their Staffing Supervisor. The employee may be required to divest him or herself from the interest, or it may be necessary to realign his or her job functions. The following are some examples:

- A controlling interest or personal investment in a client or client customer company;

- Hiring, supervising or doing Company business with friends or relatives;
- Accepting payments, gifts or favors from firms or individuals that do business with the Company;
- Using Company resources for personal gain or interest; and
- Using Company or client time to engage in outside activities.

Employees unsure about whether a conflict of interest exists should contact their Staffing Supervisor.

2.3. Outside Employment

DS recognizes that some employees may seek additional outside employment, including second jobs, consulting engagements, self-employment, and volunteer activities. To protect the Company's confidential information and trade secrets, and other business interests while employees are engaged in outside employment, DS has adopted the following rules and guidelines relating to outside employment by employees:

- Outside employment must not interfere with the employee's work performance or work schedule;
- Employees may not use DS or client property, facilities, equipment, supplies, IT Resources (see 4.4, IT Resources and Communications Systems Policy), time, trademark brand, or reputation in connection with any outside employment; and
- Employees may not engage in any outside employment for an employer that competes with DS.

Employees considering outside employment, but are not sure if it complies with the rules and guidelines set out in this policy, should speak with the Office Manager. Any employee who DS determines has violated this policy will be subject to discipline, up to and including termination of employment

2.4. Confidentiality

During the course of their employment, employees may have access to Confidential and Proprietary Information. Confidential and Proprietary Information includes, but is not limited to, client information, medical and financial records, information relating to clients, information relating to a client's customers, sensitive employee information of DS or client employees, financial and statistical records, projected financial information, analyses pricing and sales volume information, business strategies, corporation policies and procedures, internal communications, marketing and promotional information, training materials, and/or a client's trade secrets (collectively "Confidential Information"). Confidential Information is extremely valuable to DS and the Company's clients. As a condition of employment, employees are required to complete the Employee Confidentiality Oath, and must not disclose any Confidential Information to any third parties unless required by law. Employees observing other employees violating this trust are asked to report the incident to their Staffing Supervisor, or if it is inappropriate to do so, the Office Manager. Violation of this confidential information policy may result in disciplinary action, up to and including immediate dismissal.

3. **Payroll Practices and Compensation**

3.1. Employee Categories and Classification

This Handbook applies to all field employees. Field employees are those employees who are eligible for work assignments to support another organization's workforce for a limited duration, including covering employee absences, short and long term staff shortages, seasonal workloads or performing special assignments or projects. All field employees of DS are classified as non-exempt in compliance with the Fair Labor Standards Act of 1938 ("FLSA") as amended.

3.2. DS Office Business Hours

The DS office is open between 8:00AM to 5:00PM, Monday through Friday; however, employees can call our main number 24 hours per day, 7 days a week and an on-call Staffing Supervisor will assist.

3.3. Wages

Employees are paid an hourly wage for each assignment, determined by a number of factors, including, but not limited to, the assignment requirements, workload demands, and the client requirements. For this reason, wage rates may vary from job to job. Employees will be informed how much each assignment will pay at the time an assignment is offered. It is the Company's policy to comply with all State and Federal laws.

3.4. Pay Period and Deductions

The payroll period begins with the 1st (first) shift on Sunday and ends on the 3rd (third) shift on Saturday (the "Workweek"). Paychecks are available for pick up the following Friday after 8:00AM at the DS office. Paychecks will not, under any circumstances, be given to any person other than the employee without prior authorization given to the Staffing Supervisor. If an employee does not pick up their paycheck, the paycheck will typically be mailed by U.S. Mail on Friday. Employees are encouraged to take advantage of the opportunity to have their paycheck deposited automatically into their checking and/or savings account. Most banks and credit unions in the communities are part of the automatic deposit system. As this requires an electronic transfer of information to the bank, an employee's deposit may not be posted for 24 to 48 hours. Employees who wish to begin automatic deposit should contact their Staffing Supervisor.

Employees should review their paychecks for errors. DS is required by law to make certain deductions from an employee's pay each pay period. If there has been an erroneous overpayment or underpayment, or if the employee believes improper deductions have been made, they must report the concern to their Staffing Supervisor immediately. A prompt investigation of the employee's claims will be conducted and, if it is determined that improper deductions were made or other amounts are due to the employee, the employee will be reimbursed for those deductions or amounts.

3.5. Timekeeping and Timecards

To receive prompt payment for assignments, and to ensure employees are paid for all hours worked, employees are required to accurately record all hours worked on a DS Timecard. Timecards must be completed for each client or facility worked within one Workweek, and must be signed by the client and the employee. Timecards are available online. Complete the following steps when filling out a Timecard:

- Step 1:** Select the appropriate Timecard (i.e., Standard, Educational, Private Care).
- Step 2:** Print your full name, the client/facility's name and the client/facility's address.
- Step 3:** Print the date of your assignment/shift corresponding to the day of the week.
- Step 4:** Enter the time your assignment/shift began using AM/PM or military time designation.
- Step 5:** Enter the time your assignment/shift ended using AM/PM or military time designation.
- Step 6:** Compute the total number of hours worked, excluding a Lunch Break if such a break was taken. See 3.7, Lunch Breaks.
- Step 7:** Sign your time card. Obtain the client's or facility supervisor's signature for hours worked.
- Step 8:** Sign any client or facility specific sign-in sheet or other required documentation the client or facility requires to record time worked, such as client, patient, or facility progress notes. Please complete this method of timekeeping for the client in addition to the Timecard. Obtain a signed copy of such documentation to submit with your Timecard.
- Step 9:** Submit the signed Timecard(s) and any associated documentation to the DS **office no later than 5:00 p.m. on Monday** the week following the assigned shift(s).

Employees must ensure all time is recorded accurately. If discrepancies over hours worked arise between an employee and the client, the employee MUST NOT argue with the client or facility supervisor – instead, the employee should inform their Staffing Supervisor. Off-the-clock work is strictly prohibited. Fraudulent timekeeping and falsification of Timecards are subject to discipline, up to and including termination of employment. If employees have any questions regarding completion of their Timecard, or are unsure of what to record, they should contact their Staffing Supervisor.

3.6. Overtime

Employees are paid one and one-half their regular rate of pay for all hours worked in excess of 40 hours per week. See 3.1, Employee Categories and Classification. **Employees are not permitted to work more than 40 hours per week without the prior approval of the Company.** This applies even if hours are divided among more than one location, or more than one client. Employees are responsible for monitoring their own hours and adhering to this policy. If an employee is asked by a client or facility to work a shift or part of a shift that puts them into overtime, they must receive approval from their Staffing Supervisor before working any overtime hours, shifts, or assignments. See 4.1.1, Scheduling and Accepting Assignments. DS is available 24 hours a day for this approval.

3.7. Lunch Breaks

Lunch Breaks are determined by the hours worked and by the client's operation. Employees must inquire as to the relevant Lunch Break requirement in the client facility where they will be working. Employees must inform their Staffing Supervisor if they are asked not to take a Lunch Break as soon as possible, as facilities typically require a mandatory lunch break. DS will confirm the request and request that you document no lunch taken on your timecard.

4. On the Job

4.1. Assignments and Assignment Procedures

Employees are offered assignments based on availability and client requests, as well as employee experience, licensure, and skills. Assignments could be for anytime as they are based on a client's business or operating hours. Usually, assignments will be offered a week in advance of the start date. However, some opportunities require an immediate start. As such, by the nature of the industry, it is critical that employees ensure their contact details are up to date, and that they remain in contact with DS staff frequently. See 1.8, Information Changes Notification. DS requests that employees call their Staffing Supervisor weekly to confirm their availability.

4.1.1. *Scheduling and Accepting Assignments*

Employees have the flexibility to accept or decline any assignments offered. When an employee accepts an assignment, they are making a commitment that they will work for the duration of the assignment and are expected to complete all assignments accepted. Therefore, **it is important that employees record all assignment details to ensure they are available and able to complete it.** Employees are encouraged to call DS as often as necessary to confirm or discuss assignments with their Staffing Supervisor. The Company is always available to schedule, give directions, and help employees in any way possible. Note, confirmation of assignments can only be made by the employee. All shifts are considered confirmed unless the employee hears to the contrary from DS.

If an employee is unable to report to work, arrive on time to an assignment, or complete an assignment, they must notify DS **at least six (6) hours in advance of the start of the assignment** in order for DS to obtain a replacement.

4.1.2. *Arriving On-Site*

When reporting to a client site, employees should report directly to the client contact. If an employee arrives at a shift assignment and is told they are not needed or not assigned, **the employee should not leave!** Instead, the employee should call their Staffing Supervisor at DS immediately. We will clear up the confusion.

Note, clients have the right to request to view and/or copy professional qualifications, current licensure, or certifications before permitting an employee to enter their premises or begin working. **Employees must bring all required documentation with them to each assignment or shift.** Employees are expected to keep their Employee Profile with DS up-to-date. See 1.7, Professional Qualifications, Licensure, and

Certifications Employee Profile.

4.1.3. Employee Cancellation, Late Arrival, or Early Departure

If an employee is unable to report to work, arrive on time to an assignment, or complete an assignment, they must notify DS **at least six (6) hours in advance of the start of the assignment** in order for DS to obtain a replacement. If the employee needs to take earned Paid Sick Time, the employee needs to follow the procedures outlined in 7.2, Paid Sick Time. Employees are responsible for speaking directly with their Staffing Supervisor at DS by phone about their absence. It is not acceptable to email, text or have family members or friends contact DS on the employee's behalf, except in extreme emergencies. In the case of leaving a voice-mail message, a follow-up call must be made later that day. **The Company phone number is (602) 264-1444 and is open 24 hours per day, seven days a week.** Employees are not to call the client or facility. Excessive unauthorized absences or tardiness, or inability to abide by this policy, may result in discipline, up to and including termination. See 4.2, Attendance Policy.

4.1.4. Assignment Completion and Additional Work

When an assignment with a client ends, employees are expected to contact their Staffing Supervisor within 24 hours. The end or cancellation of a particular assignment does not terminate employment with DS, as the employee remains eligible for placement with another client. If an employee fails to contact DS at the end of an assignment within seven days, they may be considered to have voluntarily resigned. See 8.1, Voluntary Termination.

Periodically, the client will offer employees additional assignments or shifts. It is important to remember that employees are employed by DS, not the client. If an employee is asked by a client to work an additional assignment or shift, **the employee must receive approval from their Staffing Supervisor before working the additional assignment or shift.** This is for the employee's protection. If DS is not aware an employee has accepted a shift, and that shift cancels or there is a change of circumstances, DS would not be on notice to communicate those changes to the employee. DS is available 24 hours a day for this approval. Occasionally, DS employees are offered permanent employment with the client to which they have been assigned. If an employee is offered a permanent position with the client, they should contact their Staffing Supervisor.

4.2. Attendance Policy

It is the responsibility of every DS employee to report to work on time, work all scheduled hours, and remain at work through the end of the scheduled shift except for Lunch Breaks or when authorized to leave by DS. Late arrivals, early departure or other unauthorized and unapproved absences from scheduled work hours are disruptive, impose an additional workload on fellow employees, and result in an extra expense to DS and clients. Employees who are going to be absent for a full or partial work day or late for work must notify DS as far in advance as possible in accordance with DS procedures. See 4.1, Assignments and Assignment Procedures. **Not showing up for an assigned shift and not contacting DS prior to the start of the shift in accordance with DS procedures will constitute an employee's voluntary resignation.** See 8.1, Voluntary Termination. Unauthorized absences or tardiness, or failure to accurately report absences and tardiness, constitutes grounds for disciplinary action up to and including termination.

Note: Absences, tardiness, or early departures protected under state or federal law are considered authorized. See 7, Holidays and Time Away from Work. For additional information, employees should speak to the Office Manager.

4.3. Dress Code and Grooming Policy

DS strives to maintain a professional atmosphere that is conducive to our business environment, contributes to the morale of all employees, and projects an image of efficiency and professionalism to clients and the public. Employees are relied upon to exercise common sense and good judgment regarding their clothing and appearance in the workplace, and to dress in a manner that is consistent with

the goals of this policy. In addition, DS requires high standards of cleanliness and good grooming. Generally, employees should maintain a clean and neat appearance in the workplace and dress according to the requirements of their positions, which may include concerns regarding safety, interactions with clients, and accurately representing our organization's image to the public.

To assist employees with projecting their best image, DS has set the following grooming and dress standards to be maintained by all employees. Additional guidelines may be in effect for at the particular facility or location employees are assigned to work, and in areas with safety and sanitation requirements. If applicable, DS will provide employees with details about those additional requirements. Employees with questions about appropriate workplace attire should contact their Staffing Supervisor.

- **Hairstyles.** Hairstyles must not be extreme or unusual, and should be appropriate for the health, safety, and grooming standards of the client. Hair must not be more than two colors. Two color hairstyles are acceptable as long as they are not extreme or unusual. Hair must be clean, well-groomed and neatly styled at all times. Depending on the assignment, some employees may be required to wear hair caps or nets.
- **Shoes.** Work shoes must meet the safety requirements of the job. Employees who work primarily on their feet are to wear closed-toed shoes that are comfortable, slip-free, and easy to walk in. Shoes should not appear scuffed or ripped and soles are to be in good condition.
- **Fingernails.** Fingernails should be kept clean and well groomed. Chipped or worn polish should be repaired or reapplied before reporting for work. No more than one color of nail polish may be worn to work at any given time and no extreme colors are permitted.
- **Makeup.** If make-up is worn, it should be applied in a conservative, complementary manner.
- **Jewelry.** Jewelry may be worn if it appears professional and complements the uniform or acceptable non-uniform attire. Jewelry should be safe to wear while working.
- **Colognes or perfumes.** Colognes or perfumes may be worn with moderation.
- **Uniform.** All uniforms should be clean, pressed, and without stains or tears. Employees who are not required to wear a client's uniform, must wear professional business attire.

Any employee who is not dressed in proper professional attire consistent with this policy, or the guidelines imposed by the client, will be considered unsuitable to work and will be asked to go home and return to work appropriately dressed. In such a case, the time spent away from work for this reason will follow the Attendance Policy. See 4.2, Attendance Policy. Employees who disregard this policy and its standards will be subject to discipline.

4.4. IT Resources and Communications Systems Policy

DS and client computers, networks, communications systems, and other IT resources (collectively "IT Resources") are intended for business purposes only during working time and at all other times. To protect DS, its employees, clients, and client co-workers, it is the Company's policy to restrict the use of all IT Resources as described below. Each user is responsible for using the IT Resources in a productive, ethical and lawful manner.

IT Resources may not be used for engaging in any illegal activities, including piracy, cracking, extortion, blackmail, and copyright infringement. The Company's policies prohibiting harassment also apply to the use of IT Resources. See 6.2, Anti-Harassment and Non-Discrimination. In addition, unauthorized access of any computers and Company or client-provided equipment such as cell phones and laptops is strictly prohibited. Note, clients may have additional IT Resources guidelines that must be followed. Those additional guidelines will be communicated to employees ahead of their scheduled assignment. Use of the IT Resources by an employee shall signify his or her understanding of, and agreement to, the terms and conditions of this policy and those guidelines of any client as a condition of employment.

4.4.1. Resources and Systems Covered by this Policy

This policy governs all IT Resources owned by or available at DS and/or client locations, and all use of such resources and systems when accessed using an employee's own resources, including, but not limited to:

- E-mail systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones and pagers.
- Printers, photocopiers and scanners.
- Fax machines, e-fax systems and modems.
- All other associated computer, network and communications systems, hardware, peripherals and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

4.4.2. Personal Electronic Devices

Personal electronic devices (e.g., cell phones, PDAs, cameras, video devices, gaming devices, etc.) may not be used at any time while on duty and performing tasks, unless expressly authorized by DS in writing. Cell phones (voice and text features only) may be used during assigned Lunch Breaks for personal business only. Unless expressly authorized by DS in writing, employees are not permitted to use personal electronic devices to access the client's wifi network.

The use of camera phones, PDA's or other audio or video recording capable devices within a client's facility may constitute not only an invasion of employees' personal privacy, but may breach confidentiality of client trade secrets or other protected information. Therefore, the use of camera or other video-capable recording devices within a client's premises is prohibited, without the express prior permission of the client and of the person(s) present at the time.

4.4.3. Right to Monitor and No Expectation of Privacy

Employees should have no expectation of privacy when utilizing IT Resources. It should be assumed that all IT Resources are monitored and data is collected for use in determining compliance with DS and the client's policies. Employees should not use IT Resources for any matter they desire to be kept private or confidential.

Clients reserve the right to monitor, intercept and review, without further notice, every employee's activities using the IT Resources, including, but not limited to, e-mail (both outgoing and incoming), telephone conversations and voicemail recordings, instant messages and internet and social media postings and activities, and they consent to such monitoring by use of such resources and systems. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, log-ins, recordings and other uses of the systems, as well as keystroke capturing and other network monitoring technologies. DS may also store copies of such data and communications for a period of time after they are created, and may delete such copies from time to time without notice

4.4.4. Confidentiality and Proprietary Rights

Our clients consider their confidential information and intellectual property (including trade secrets) extremely valuable. Treat them accordingly and do not jeopardize them through use of IT Resources. Disclosure of client confidential information to third parties and use of the client's intellectual property is subject to the Company's Confidentiality policies. See 2.4, Confidentiality. Employees should ask the client contact if they are unsure whether to disclose confidential information to particular individuals or how to safeguard our client's proprietary rights.

This policy also prohibits use of IT Resources in any manner that would infringe or violate the proprietary rights of third parties. Electronic communications systems provide easy access to vast amounts of information, including material that is protected by copyright, trademark, patent, and/or trade secret law. Employees should not knowingly use or distribute any such material downloaded from the internet or received by e-mail without the prior written permission of the client or DS.

4.4.5. Email and Messaging

Occasionally, clients provide employees access to email and messaging systems for use in connection with the performance of their job duties. Personal use of client email and messaging systems is never permitted. Proper business etiquette should be maintained when communicating. When writing business e-mail, be as clear and concise as possible. Sarcasm, poor language, inappropriate comments, attempts at humor, and so on, should be avoided. When communicating via e-mail or messages, there are no facial expressions and voice tones to assist in determining the meaning or intent behind a certain comment. This leaves too much room for misinterpretation. Communications should therefore resemble typical professional and respectful business correspondence.

4.4.6. Internet

Occasionally, clients provide employees access to the internet for use in connection with the performance of their job duties. Personal use of the internet is never permitted on working time or by means of the Company's computers, networks and other IT resources and communication systems.

4.4.7. Telephones

Occasionally, clients provide landline and/or mobile telephone access and voicemail systems to certain employees for use in connection with performance of their job duties. To ensure courteous and respectful service, and to prevent misuse, telephone conversations and voicemail messages of every employee may, without notice, be monitored, recorded and reviewed by the client. We recognize that employees may occasionally need to use client telephones for personal activities. Personal usage during business hours is discouraged except for extreme emergencies and only with the express consent from the client. All approved personal telephone calls should be kept brief to avoid congestion on the telephone line.

4.5. Supervisory Action

DS expects all employees to comply with professional standards of behavior and performance. See 2.1, Code of Conduct. Noncompliance with these standards will be subject to corrective action, disciplinary procedures, or termination. The establishment of these policies for corrective action and discipline does not modify or limit the "at-will" relationship. See 1.1, At-Will Employment.

Corrective and disciplinary action is dependent on the seriousness of the problem and the history of the employee's performance or conduct. See 8.2, Involuntary Termination. DS retains the right to administer corrective action and/or discipline in any manner, including immediate termination, and at any step as it, in its sole discretion, sees fit. An employee may be suspended and directed not to report for duty when deemed necessary to investigate employment performance or other matters. In general, any activity that may result in involuntary termination may result in notification of the clinical employee's professional licensure body. All situations will be assessed on a case-by-case basis.

4.6. Constructive Discharge

Employees are encouraged to communicate to DS whenever the employee believes the working environment has become intolerable to the employee and may cause the employee to resign. Arizona law requires employees to notify DS of an intolerable work environment before they can later claim that the work environment forced the employee to resign, to allow DS a chance to investigate the concerns and make any corrections in the work environment DS feels is appropriate.

Under Section 23-1502, Arizona Revised Statutes, an employee may be required to notify an appropriate representative in writing that a working environment exists that the employee believes is intolerable, that will compel the employee to resign or that constitutes a constructive discharge, if the employee wants to preserve the right to bring a claim against the employer alleging that the working condition forced the employee to resign. Under the law, an employee may be required to wait for 15 days after providing written notice before the employee may resign if the employee desires to preserve the right to bring a

constructive discharge claim against the employer. An employee may be entitled to a paid or unpaid leave of absence of up to 15 calendar days while waiting for the employer to respond to the employee's written communication about the employee's working condition.

Employees concerned about the work environment should present their concerns in writing to his or her Staffing Supervisor and/or Office Manager.

5. Health and Safety

5.1. Health and Safety in the Workplace

Employee safety is a primary concern, and DS is committed to ensuring a safe workplace for all employees. To further its goal, DS has issued safety rules and guidelines. In addition, many clients have facility or industry-specific safety rules and guidelines. Employees are required to comply with all DS rules and guidelines, and the rules and guidelines of clients, as well as any applicable federal, state, and local laws regarding workplace safety. Failure to follow DS safety rules and guidelines, or those of a client, may result in discipline, up to and including termination of employment. Employees of DS are required at least annually to review training videos located on our site or in our office that refresh guidelines for health and safety in the workplace.

If an employee witnesses any unsafe conditions or potential hazards (such as wet floors/broken equipment/defective appliances), they must report them to their client contact immediately, or if the client contact is unavailable, their DS Staffing Supervisor as soon as possible. DS prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting a health and safety concern or a violation of this policy or for cooperating in related investigations.

5.1.1. *On the Job Accidents or Injuries*

Employees are required to immediately report any injury or accident to themselves, guests, visitors, clients, client co-workers, client guests, or client visitors that occur on client property, or while conducting client business to the Office Manager. If injured on the job, employees **must notify DS before leaving the jobsite**. If at a facility, employees must also inform their client supervisor, or if on private care case, the client or appropriate family member. The Office Manager will advise employees of the next steps. If the employee requests to be seen by a medical provider, they will be sent directly from the client facility to the DS healthcare provider. The employee involved in the accident may be subject to drug screening. See 5.3, Drug and Alcohol Testing Policy. Employees must complete an incident report even if they do not intend to seek medical treatment. Failure to report an accident or injury immediately may result in a loss of workers' compensation or other insurance benefits. DS prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting a health and safety concern or a violation of this policy or for cooperating in related investigations.

5.1.2. *Identification Badge*

All employees are required to wear an identification badge provided by DS. Employees must not permit any other individuals to use their identification badge to gain access to Company property or facilities, or access to a client's property or facilities. If an employee's name badge is lost or stolen, they should report the incident to their Staffing Supervisor. Certain clients may require DS employees to wear client identification badges as directed. Client badges remain the property of the client and must be returned at the end of assignment.

5.2. Smoking Policy

Employees are not permitted to smoke on work hours or when assigned to client locations.

5.3. Drug and Alcohol Testing Policy

DS is committed to maintaining a drug and alcohol free workplace. A healthy and productive work force,

working conditions free from the effects of drugs and alcohol, and excellence in the services provided by the Company are important goals to all. It is well documented that the abuse of drugs and alcohol creates a variety of workplace problems. Increases in injuries, absenteeism, a larger financial burden on health and benefit programs, increase in workplace theft, greater liability exposure and declines in morale are some of the problems caused by drug and alcohol abuse.

It is the intent and obligation of the Company to provide a healthy and productive work force and safe working conditions free from the effects of drugs and alcohol. Employees are expected and required to report to work in a suitable mental and physical condition for work. In balancing the interests of the Company and its employees and the general public, the Company finds that testing for drugs and alcohol in the workplace is the best interests of all and therefore adopts the following Drug and Alcohol Policy. The Company prohibits the following behavior by employees while on Company premises or performing Company business at any location:

- Use of illegal drugs or prescription drugs obtained illegally.
- Use or possession of medical marijuana, or products containing medical marijuana, by a person who has been issued a registration by the State of Arizona.
- Abuse of legal (prescription or over-the-counter) drugs.
- Illegal sale, purchase, transfer, manufacture or possession of controlled substances.
- Arrival for work, or working, under the influence of drugs or alcohol. "Under the influence" means the presence of an illegal drug or controlled substance in the hair or body fluids at levels of detection above the lowest cutoff levels established by the analytical methods of the collection site selected by the Company or, if required under applicable law, at a level that causes impairment.

Violation of this policy will result in reassignment, discipline, or discharge, or the Company, in its sole discretion, may allow an employee who tests positive for drugs (without a medical and/or legal justification) or alcohol a single opportunity to complete an approved rehabilitation program. At the Company's discretion, such opportunity may or may not be provided to employees in safety-sensitive positions. Eligible employees who fail to complete such a rehabilitation program or who test positive for drugs (without a medical and/or legal justification) or alcohol a second time will be discharged.

A drug and/or alcohol screening test can be an effective means by which to identify those in need of counseling, treatment, or disciplinary action. The Company's drug and alcohol testing program is intended to supplement, not replace, other means by which the use of drugs and alcohol can be detected. The Company and its clients reserve the right to engage in other means to detect the use or possession of controlled substances and/or alcohol such as workplace searches. See 5.4, Workplace Searches.

This policy is intended to comply with the requirements of Arizona Revised Statutes §§ 23-493 through 23-493.12, and 23-619.01. Except as otherwise permitted by law, no sample taken for testing shall be tested for any substance or condition except drugs and alcohol as defined herein.

5.3.1. Definitions

"Alcohol" means ethanol, isopropanol and/or methanol, which is/are contained in products such as beer, wine, and distilled spirits or liquor.

"Drugs" means any substance considered unlawful under the controlled substances act, 21 U.S.C. § 812, or the metabolite of the substance. "Drugs" specifically include, but are not limited to, amphetamines, barbiturates, benzodiazepines, cannabinoids (marijuana), cocaine, methadone, opiates, phencyclidine, and propoxyphene.

"Drug/Alcohol Test" means analysis of hair, urine, saliva, blood and/or breath sample provided by an employee for the presence of illegal drugs and/or controlled substance and /or alcohol.

"Employee" means DS employee covered by this Handbook. See 3.1, Employee Categories and Classification.

“Supervisor” means an employee who, as defined by job title and/or job description, is charged with supervisory and/or managerial responsibilities.

“Testing site” or “collection site” means a facility where drug and alcohol testing or specimen collection will be conducted. The collection site and/or the testing site will be determined at the sole discretion of the Company. Collection and testing facility security and specimen collection are solely the responsibility of the collection and testing facilities and its personnel. Unless the Company self-administers on-site tests, the Company assumes no responsibility for specimen collection or transmittal errors of the collection site, the laboratory, or their staffs.

5.3.2.Procedure

Tests of job applicants and all employees are required as outlined below.

All job applicants must undergo a drug test before their hiring is final. Unless prohibited by applicable law, an applicant who tests positive for the use of drugs (without medical and/or legal justification) will not be eligible for hire.

Drug/Alcohol testing of employees may be conducted under any of the following circumstances:

- When there is a reasonable suspicion that the employee is impaired or has used drugs or alcohol. “Reasonable suspicion” is based on articulable observations sufficient to lead a prudent person to suspect that the employee is impaired or under the influence of drugs and/or alcohol (including, but not limited to, symptoms of the employee’s speech, walking, standing, physical dexterity, agility, coordination, actions, movement, demeanor, appearance, clothing, odor, irrational or unusual behavior, negligence or carelessness in operating equipment, machinery, or production or manufacturing processes, disregard for the safety of the employee or others, involvement in an accident that results in serious damage to equipment, machinery, or property, disruption of a production or manufacturing process, any injury to the employee or others or other symptoms causing a reasonable suspicion of the use of drugs or alcohol).
- When an employee is found in possession of a suspected controlled substance or alcohol or when suspected illegal drugs are found in an area controlled or used exclusively by the employee, such as an employee’s locker, desk or workspace.
- Following an accident, provided that there is a good faith belief that the employee was impaired by drugs or alcohol and such impairment contributed to the accident.
- Following an incident in which safety precautions were violated or unusually careless acts were performed.
- As part of a routine testing program instituted as a result of prior disciplinary action against the employee or as part of a rehabilitation program related to the use of drugs and/or abuse of alcohol.
- When an employee is assigned to a customer work site where testing is required by law or agreement.
- When an employee is assigned to a safety sensitive position or which includes tasks or duties that the Company in good faith believes could affect the safety or health of the employee performing the task, or others, the Company may require the employee to be tested for drugs and/or alcohol.
- When required by state and/or federal law.

Employees sent to testing pursuant to the first four circumstances above (reasonable suspicion, possession, post-accident, and/or post-incident) may, at the Company’s sole discretion, be asked to not return to work until the test results are known and then, only if such results are negative. Employees awaiting results will not be paid for such wait time. A refusal to submit to testing procedures or a failure to cooperate with the implementation of this policy and the Company’s efforts to maintain a drug/alcohol free workplace may result in discipline up to and including termination of employment.

Testing will be conducted at the Company’s expense at a certified laboratory and/or other location as may

be designated by the Company. Test samples will be collected with due regard for privacy and an initial enzyme multiplied immunoassay test (or comparable test) may be conducted on the sample. Initial positive results will be confirmed by gas chromatography mass spectrometry or an equally reliable testing method. Test results of the Company designated laboratory and/or other testing facility are considered final.

Tests may screen for the following substances or their metabolites: alcohol, amphetamines, barbiturates, benzodiazepines, cannabinoids, cocaine, methadone, opiates, propoxyphene, phencyclidine, methaqualone, fentanyl, nicotine, mood or mind-altering substances, "look-alike" substances, designer and/or synthetic drugs, certain inhalants, and unauthorized prescription or registered drugs. Employees tested should notify laboratory or collection site personnel of information that could affect test results, including identification of currently or recently used prescription or nonprescription drugs.

Employees must participate in the reasonable suspicion, post-accident, or other designated drug/alcohol testing programs. Employees selected under any of these programs must report to the Company designated collection site within two hours of notification of selection under any of these testing programs. The employee will be required to provide a sample within eight hours of arrival at the Collection Site. A team member's inability to provide a sample within the eight hour limit may result in termination of employment.

As to each type of testing, the Company requires that the test results affirmatively indicate a negative result. A test will not be deemed adequate or determinative if the results are either "positive" or "inconclusive." When a test result is "positive," the employee must produce medical or legal justification for the test result and the Company, in its sole discretion, may authorize a re-test. When a result is deemed "inconclusive," the Company may, in its sole discretion, authorize a re-test.

Any alteration, adulteration or contamination of a drug/alcohol test sample or its identification, or tampering with such sample or its identification will result in termination of the employee's employment.

All sample collection and testing for drug and alcohol use will be performed according to the following conditions:

- The Company in its discretion will designate the company that will collect samples and arrange for testing. The Company may change this designation in its discretion at any time.
- Sample testing will comply with scientifically accepted analytical methods and procedures. Testing may be conducted at a laboratory approved or certified by the United States Department of Health and Human Services, the College of American Pathologists or the Department of Health Services, and/or at other locations.
- Sample collections will be documented and these documentation procedures must include the following:
 - Samples will be labeled in order to reasonably preclude the possibility of misidentification of the person tested in relation to the test result provided.
 - The person to be tested will have the opportunity to provide notification of any information that may be considered relevant to the test, including identification of currently or recently used prescription or nonprescription drugs or other relevant medical information to the laboratory and/or the Company's designated person.
 - The person being tested must present reliable individual identification to the person collecting samples.
 - Sample collection, storage, and transportation will be performed in a manner reasonably designed to preclude the possibility of sample contamination, adulteration or misidentification.

Drug and alcohol-use testing will include confirmation of any positive test results for employees or prospective employees. Confirmation of positive drug or alcohol test results for employees/prospective employees will use a different chemical process than was used in the initial drug and alcohol-use test. The second or confirmatory test will be by chromatographic technique, such as a gas chromatography-

mass spectrometry, or another comparably reliable analytical method.

A drug and alcohol-use test shall be considered positive when the screening levels established by the laboratory are exceeded. Information regarding the screening cutoff levels for various drugs will be made available upon request.

5.3.3. Employee Responsibilities

Each employee shall report for drug/alcohol testing as instructed. Failure to report will be considered a refusal to submit to the test.

Employees must report, within five days, any conviction under a criminal drug statute or criminal alcohol statute, including driving under the influence of drugs or alcohol.

DS staffs safety sensitive positions, that involve the direct care of others. Employees who are required to use prescription drugs, medical marijuana, or over-the-counter medications are responsible for being aware of any effect such drug may have on the safe performances of their duties. Accordingly, the employee is responsible for asking his or her physician whether the prescribed or registered drug or medication may impair the employee's ability to perform his or her job in a safe manner. If the prescribed or registered drug may have such an impact, then the employee must report the use of such substances to the DS Office Manager prior to reporting for work. When an employee fails to comply with this requirement, a physician's prescription or certification will not be an acceptable excuse for the use or being under the influence of, or have an impairment related to, such drug or medication.

5.3.4. Consequences of a Positive Drug or Alcohol-Use Test

On receipt of a positive alcohol or drug-use test that is without medical and/or legal justification , Company may take disciplinary or rehabilitative actions including:

- The Company will take action on a confirmed positive test result only after receiving a report from its designated testing site or laboratory. Detection of controlled substances (without medical and/or legal justification) or alcohol is grounds for immediate dismissal of an employee. Detection of controlled substances (without medical and/or legal justification) is grounds for a withdrawal of an offer of employment. Upon request, the employee or applicant may be given an opportunity to explain, in a confidential setting, a positive test result, and to substantiate the explanation with medical evidence. The Company, however, reserves the right to impose discipline, including discharge, or withdrawal of an offer of employment to any employee/applicant who violates this policy. Any disciplinary decision will be communicated in writing to the employee and will be accompanied by a copy of the test results;
- The employee may be required to enroll in an approved rehabilitation, treatment or counseling program, at the employee's own expense, which may include additional drug testing and alcohol impairment testing, as a condition of continued employment;
- The employee may be subject to discipline, up to and including termination, in the discretion of Company;
- In the case of a job applicant, Company may exclude that person from further consideration for employment and/or withdraw any offer of employment; and/or
- An employee who has enrolled in an approved rehabilitation, treatment or counseling program and/or was subject to suspension or other adverse employment action based on having tested positive on an alcohol or drug-use test , may be immediately terminated if such employee subsequently tests positive on a drug or alcohol-use test.

5.3.5. Confidentiality of Results and Access to Records

The Company will provide results to only the individual(s) designated by the Company as authorized to receive test results. These individuals will notify the prospective or current employee and designated supervisor authorized to receive the test results. The Company will not release any information regarding

the test results without the written consent of the individual tested, except as set forth in this policy or as required or permitted by law.

All communications received by the Company relevant to drug and alcohol-use test results and received through this testing program are confidential communications and may not be used or received in evidence, obtained in discovery or disclosed in any public or private proceeding, except in a proceeding related to an action taken by the Company or a prospective or current employee in connection with this policy and except disclosure to: the tested prospective or current employee or any other person designated in writing by that individual; individuals designated by the Company to receive and evaluate test results or hear the explanation of the prospective or current employee; and an arbitrator or mediator, a court, or governmental agency as authorized by state or federal law. The tested prospective or current employee has the right, upon request, to obtain the written test results of tests conducted on that individual. Prospective or current employees have the right, upon request, to explain the test result to the Company in a confidential setting.

5.3.6. *Searches*

As part of the Company's general security program, special searches may be conducted when there is reason to believe that a specific employee or group of employees may be in possession of substances which are prohibited by this policy. See 5.4, Workplace Searches. Clients have the right to inspect employee's personal property on the client's premises or the client property for drugs or alcohol including, but not limited to: clothing, lockers, furniture, containers, desks, drawers, equipment or other facilities, lunch boxes, briefcases, personal bags, personal tool boxes or toolkits, the client vehicles, and personal vehicles parked on the client premises. Except in unusual circumstances, searches shall not be conducted unless approved by the Company management. Failure of employee or employees to cooperate is grounds for immediate termination.

5.4. Workplace Searches

For the safety and well-being of all employees on client premises, clients reserve the right to inspect employee's personal property on the client's premises or the client property for drugs or alcohol including, but not limited to: clothing, lockers, furniture, containers, desks, drawers, equipment or other facilities, lunch boxes, briefcases, personal bags, personal tool boxes or toolkits, the client vehicles, and personal vehicles parked on the client premises for prohibited drugs and paraphernalia, alcoholic beverages, illegal weapons, or possession of unauthorized property or equipment. When an employee enters into a client work location, they are consenting to this policy. Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted entry. Employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including discharge.

5.5. Workplace Violence

DS's policy is to maintain a work environment free from all forms of violence. Acts or threats of physical violence, possessing a weapon, threatening another individual with bodily harm, or to assault another individual, occurring on DS or its client's property or during the performance of DS business off DS property, are prohibited. Examples of workplace violence include, but are not limited to, conduct such as: threats or acts of physical or aggressive conduct; threats to destroy or intentional destruction of property belonging to DS, clients, client co-workers, or client customers; physically threatening phone calls or correspondence (including email, text messaging and social media); and/or stalking activities. Employees in violation of this policy will be subject to disciplinary action up to and including termination.

6. **General Policies**

6.1. Equal Employment Opportunity

DS is committed to the concept and practice of equal opportunity and maintaining an environment of nondiscrimination for all employees and job applicants. The Company complies with Title VII of the Civil

Rights Act of 1964 and all federal or state laws which ban discrimination in all elements of the employer-employee relationship, including recruitment, hiring, training, promotion, termination, wages, benefits, and all other terms and conditions of employment. DS does not discriminate against anyone in access to or employment in any programs on the basis of race, religion, color, sex (including pregnancy, childbirth, or related medical conditions), sexual preference, sexual orientation, transgender status, age, national origin, veteran status, disability, registered medical marijuana card holders, genetic information, or any other classification protected by law. Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of their Staffing Supervisor or Office Manager. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

6.2. Anti-Harassment and Non-Discrimination Policy

DS is committed to providing a work environment that is pleasant, healthful, comfortable, and free of discrimination and harassment. In keeping with this commitment, DS will not tolerate any form of unlawful harassment or discrimination directed at any employee, client, agents, or client customer. Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based upon a person's race, color, sex, national origin, religion, age, disability, a registered medical marijuana card holder, or any other status or characteristic protected by state or federal law. Harassment which affects job benefits, interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment will not be tolerated. Harassment may include, but is not limited to, derogatory remarks, epithets, offensive jokes, teasing, the display or circulation of offensive printed or visual material, or offensive physical actions. Any employee who believes he or she has been the subject of prohibited harassment or discrimination must report it to their supervisor or their Staffing Supervisor or Office Manager. Any Staffing Supervisor who observes any unlawful harassment has a duty to report it. Employees who have any questions concerning this policy are encouraged to contact the Office Manager.

6.2.1. *Sexual Harassment*

Sexual harassment is a form of sex discrimination. Unwelcome sexual advances, requests for sexual favors, and other verbal, physical, or visual conduct of a sexual nature constitute harassment when submission to or rejection of the conduct is an explicit or implicit term or condition of employment or is the basis for an employment decision, or the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. DS will not tolerate any form of sexual harassment, regardless of whether it is:

- Verbal (for example, epithets, derogatory statements, slurs, sexually-related comments or jokes, unwelcome sexual advances or requests for sexual favors).
- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying sexually suggestive posters, cartoons, or drawings, sending inappropriate adult-themed gifts, leering or making sexual gestures).
- Online (for example, derogatory statements or sexually suggestive postings in any social media platform, email, or instant messaging).

This list is illustrative only, and not exhaustive. No form of sexual harassment will be tolerated.

6.2.2. *Complaint Procedure*

It is the responsibility of every employee to prevent and eliminate harassment in the workplace. Any employee who experiences or witnesses any conduct that they feel may be inconsistent with this policy must immediately notify their Staffing Supervisor so the situation can be promptly investigated and remedied. If the Staffing Supervisor is unavailable, or the employee is not comfortable contacting them or believes it would be inappropriate to do so, the employee should immediately contact the Office Manager.

All complaints of harassment or discrimination will be taken seriously. DS will investigate all complaints promptly and thoroughly. If an investigation confirms that harassment or discrimination has occurred,

corrective action will be taken against the employee-offender, up to and including termination of employment. In the case of client or client's customer harassment, DS will act promptly to remedy the harassment and prevent further occurrences. In investigating complaints of harassment or discrimination under this policy, efforts will be made to preserve confidentiality throughout the investigation to the extent practical and consistent with the Company's need to conduct a full investigation.

6.2.3. Retaliation

Any employee who makes a good faith complaint of harassment or discrimination, or who participates in the investigation of a complaint, will not be retaliated against. All forms of unlawful retaliation are prohibited, including any form of discipline, reprisal, intimidation, or other form of retaliation for participating in any activity protected by law. Anyone attempting to retaliate against a protected individual will be subject to disciplinary action, up to and including termination of employment. Any employee who believes they are being retaliated against for making a complaint of discrimination or harassment should contact the Office Manager immediately.

6.3. Accommodations Policy

DS complies with the Americans with Disabilities Act ("ADA"), as amended by the ADA Amendments Act ("ADAAA"), and is committed to providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, DS will provide a reasonable accommodation to disabled applicants and employees if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship or create a direct threat. Any employee who believes they need an accommodation to perform the essential functions of their job due to a disability should contact their Staffing Supervisor or Office Manager. DS will engage in the "interactive process" with the employee to discuss possible reasonable accommodations. Any applicant or employee, who feels that they have been discriminated against based on a disability, or their request for an accommodation, must report it to their supervisor or the Office Manager for investigation and appropriate action.

6.4. GINA Notice

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, DS asks that employees not provide any genetic information when responding to any requests for medical information. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

6.5. Open Door Policy

DS strongly encourages regular open, two-way communication between staff and employees. Therefore, if employees have concerns or suggestions, it is important that they contact their Staffing Supervisor and that they openly discuss any issues that may be causing employees a problem on the job. Occasionally, communication at this level does not satisfactorily resolve the matter, or the Staffing Supervisor may be unable to respond quickly. If so, employees may discuss their concern or suggestion either verbally or in writing with the next level of management or the Office Manager. Regardless of the issues, employees will find DS is willing to listen and help bring about a solution.

7. Holidays and Time Away from Work

7.1. Holidays

Employees are paid one and one-half their regular rate of pay for assignments or shifts worked on the

following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Shift start and end time on these holidays may vary depending upon the client's needs or the facility's policies. Employees will be notified of these details when the assignment is offered.

7.2. Paid Sick Time

There may be times when illness, injury, or other circumstances of an employee, or employee's family member, prevent them from working. As such, and consistent with Arizona's Fair Wages and Healthy Families Act, DS offers all employees paid sick time ("PST"), consistent with terms set forth below. DS will not retaliate or discriminate against an employee because the employee has exercised its right to take PST, and PST taken under this policy will not be counted as an absence that may lead to or result in discipline, discharge, demotion, suspension, or any other adverse action by DS. Any exception to this policy will require written approval from the DS Manager. If an employee has questions about PST, please contact the Office Manager.

7.2.1. Accrual Schedule, Caps, and Carry Over

Beginning on the date of hire, all employees accrue one hour of PST for every 30 hours worked, up to a maximum cap of 40 hours per accrual year. The "Accrual Year" runs from January 1st through December 31st (the "Accrual Year"). Employees are permitted to use up to 40 hours of PST per Accrual Year. Employees are permitted to carry over accrued, but unused PST from one accrual year to the next, subject to the maximum caps discussed above. DS does not loan PST to an employee in advance of it being accrued by an employee.

7.2.2. Conditions for Using PST

Existing employees may use PST as it is accrued. New employees may use their accrued PST beginning on the 90th calendar day after their date of hire. PST shall be taken in 15-minute increments. Employees can use PST for the following reasons:

- a) Due to the employee's physical or mental illness, injury, or medical condition;
- b) For an employee to obtain diagnosis, care, or preventative care from a health care provider;
- c) To care for an employee's family member who has any of the conditions or needs for diagnoses, care, or preventative care referred to in a) or b) above, or is otherwise in need of care;
- d) Domestic violence, abuse, sexual assault or violence, or stalking, if the time away is for purposes covered in a), b), or c) above, or to obtain additional counseling, seek relocation, seek assistance from a victim services organization, take related legal action, or assist an individual related to the employee as described in c) above in engaging in any of these activities; or
- e) For a public health emergency.

7.2.3. Requests for PST

Employees must make a reasonable effort to provide notice of the need to use foreseeable PST in advance of usage, and must make a reasonable effort to schedule the use of foreseeable PST in a manner that does not unduly disrupt the operations of DS. Once the need for PST is known, the employee must notify DS that the employee is seeking PST for one of the purposes covered by this policy. **Where possible, to minimize delay, employees should make their request using the DS PST Request Portal on the DS website.** The Request Portal allows the employee to notify DS that they are requesting PST for a covered reason and minimizes delays by automatically forwarding the request to

DS. PST will be denied when (1) requestor was not scheduled to work for DS on the date(s) and hour(s) for which PST was requested; (2) requestor had insufficient accrued PST hours to use on the dates requested; (3) requestor was not employed for 90 days by the date requested; and/or (4) the request is not for a qualifying reason.

The employee should provide DS, if feasible, with an anticipated duration of the PST. If the need for PST is foreseeable, the employee should make their request at least seven calendar days in advance. If the employee is unable to make the request at least seven calendar days in advance, the request must be made as soon as is practicable. If the need for PST is unforeseeable, the request must be made as soon as is practicable. Employees are not required to find a replacement worker to cover the hours during which the employee is using PST.

7.2.4. Paychecks and Pay Rate

The following will be itemized on employees' regular paychecks: 1) the amount of PST available to the employee; 2) the amount of PST taken by the employee in the year to date; and 3) the amount of pay the employee has received as PST, if any. If an employee believes that the above PST itemization on their paycheck is incorrect, the employee should contact DS in writing. A prompt investigation of the employee's claims will be conducted and, if it is determined that the PST itemization is incorrect, the employee's balances will be corrected.

PST is based on an employee's regular pay rate at the time that PST is used times the number of hours utilized. PST pay will not include overtime or shift differentials. The Company will compensate an employee for their PST no later than one pay period following the end of the regular pay period in which the PST was used.

7.2.5. Termination and Reemployment

Upon termination of employment, employees will not be paid for any accrued but unused PST. If an employee is rehired by the Company within nine (9) months of termination, any previously accrued but unused PST will be restored and immediately available to use by the employee.

7.3. Family and Medical Leave Policy

DS complies with the Family and Medical Leave Act of 1993 ("FMLA"), which provides for unpaid, job-protected leave to covered employees in certain circumstances. It is not the policy of DS to discharge or discriminate against any employee exercising his or her rights under the federal FMLA. Please contact the Office Manager for further guidance on taking FMLA leave.

7.4. Military Service Leave Policy

DS grants eligible employees who are members of the United States Uniformed Services leaves of absence to fulfill military obligations and re-employment rights following separation from service in accordance with all applicable state and federal laws. Employees requiring such a leave or who have questions regarding this matter should contact the Office Manager for further information.

7.5. Jury Duty Leave Policy

DS encourages employees to fulfill their civic duties related to jury service. Per Arizona law, DS will allow employees to take an unpaid leave of absence to respond to a summons for jury duty, participate in the jury selection process, or serve on a jury. DS will not dismiss or penalize employees for taking time to serve. Employees are required to notify the Office Manager prior to jury duty. A copy of the notice to serve jury duty should be provided to the Office Manager so that it can be attached to the employee's attendance record.

7.6. Victim of Crime Policy

DS does not discriminate against any employee who is the victim of crime. If an employee is the victim of crime, they will be permitted to take unpaid leave to (1) attend a proceeding related to the crime; or (2) seek an order of protection or injunction against harassment for themselves or their child. If an employee take this leave, they must provide a copy of either the form received from law enforcement or the notice of each scheduled proceeding given to them. All documents received will be kept confidential.

8. End of Employment

8.1. Voluntary Termination

Although employment is at-will and notice is not required, DS requests that an employee resigning his or her employment with the Company give at least two weeks' written notice to their Staffing Supervisor and complete a DS Resignation Form. Employees are encouraged to give additional notice whenever possible. If an employee provides less than two weeks' notice, or fails to complete the DS Resignation Form, the Company may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given.

DS will consider an employee to have voluntarily terminated their employment if any employee does any of the following:

- Elects to resign;
- Fails to contact their Staffing Supervisor within seven days of completing their last assignment;
- Fails to return from an approved leave of absence on the date specified by DS and no further leave has been requested and approved, as may be permitted by local, state, and federal laws; or
- Fails to report to a scheduled shift or assignment without notice to DS.

8.2. Involuntary Termination

Employment at DS is at-will and may be terminated at any time, with or without cause, and with or without prior notice. Although the Company may elect to utilize various levels of discipline, e.g., verbal warning, written warning, suspension, demotion, or termination in response to inappropriate conduct or performance deficiencies, DS may bypass any or all of these steps depending on the nature and severity of the employee's misconduct or performance problem.

The following listing of terminable offenses is not intended to be exhaustive, nor does it modify or limit the "at-will" nature of employment at DS in any way. See 1.1, At-Will Employment. Rather, it is provided to alert employees to certain types of conduct and performance which DS cannot accept or tolerate. These offenses may also be the basis for other corrective or disciplinary action. See 4.5, Supervisory Action. An employee may be terminated for reasons including, but not limited to:

- Insubordination;
- Falsification, incomplete information or misrepresentation of employment documents;
- Unauthorized absenteeism or tardiness;
- Unauthorized overtime;
- Sleeping during work time;
- Malingering;
- Discourteous treatment of the public, clients, or provider agencies;
- Misuse or unauthorized use of DS property or client property;
- Any action, on or off the job, bringing discredit to DS or a client;
- Negligence;
- Abuse of leave privileges;
- Sexual, racial or other types of prohibited harassment;
- Refusal to carry out assigned duties;
- Theft or malicious damage to DS, client, client co-worker, or client customer property;

- Neglect of duty;
- Dishonesty or fraudulent activity;
- Failure to comply with DS policies;
- Carelessness or inattention which results in injury to another person or property;
- Any violation of criminal law that places DS in jeopardy or may cause harm to DS's reputation;
- Conviction of a felony, or a misdemeanor involving moral turpitude, or conviction of driving while intoxicated;
- Any gross and/or willful violation of client confidentiality whether it may be verbal or involving written or electronic client health information;
- Felony arrest; and
- Violation of a safety or security rule or failure to observe safety rules or practices.

Though committed to a progressive approach to corrective action, DS has a zero tolerance policy for certain issues, and certain rule infractions and violations of standards may be grounds for immediate termination of employment. An employee will be terminated for the following reasons:

- Drunkenness or other intoxication while on duty;
- Sexual contact with a client or a client's customers;
- Engaging in intimidating and/or unlawfully disruptive behaviors;
- Willful spoilage, destruction or waste of Company property or property of a client;
- Possession, use or sale of illegal substances;
- Bringing firearms or other weapons, on DS or client property; and
- Violation of the DS Confidentiality Policy.

At the Company's discretion, the discharged employee may be relieved of all job duties immediately. Terminated employees will be paid any wages due, less any applicable deductions, within seven working days or the end of the next regular pay period, whichever is sooner.

8.3. Return of Property

Upon separation, employees must also return all supplies, keys, and other DS or DS client property on or before their last day of employment or upon request by their Staffing Supervisor or the Office Manager. DS reserves the right to deduct the amount of damaged or lost DS or DS client property from an employee's paycheck. By signing the form acknowledging receipt of this handbook, employees authorize DS to make such deductions from their paycheck, to the extent allowed by state and federal laws.

8.4. References

It is the Company's policy to release only the employee's date(s) of employment and position(s) held when responding to requests for employment references. Any exception to the policy must be approved by the Office Manager, and DS must receive a written release by the individual requesting the reference. All requests for references shall be directed to the Office Manager prior to response.

Receipt and Acknowledgment of Employee Handbook

I, _____, acknowledge that I have received a copy of Dependable Staffing Services Employee Handbook, effective July 1, 2017 ("Handbook"). I agree to read it thoroughly, including the statements describing the purpose and effect of the Handbook. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from the Office Manager. I agree to comply with the policies contained in this Handbook and any revisions made to it, including the Company's Anti-Discrimination and Non-Harassment Policy.

I understand that Dependable Staffing Services is an "at-will" employer, and as such, employment with the Company is not for a fixed term or a definite period and may be terminated at the will of either party, with or without cause, and with or without prior notice. I understand that only the Manager of Dependable Staffing Services has the authority to enter into an agreement for employment for a specified term or to make any agreement contrary to this policy. I further understand that any such agreement must be express and in writing and signed by both me and the Manager of Dependable Staffing Services.

In addition, I understand that this Handbook states Dependable Staffing Services' policies and practices in effect on the date of publication and that this Handbook replaces any previous understanding, practice, manual, policy, or representation concerning the subject matters addressed herein. I acknowledge that I may be subject to additional client or assignment-specific policies or procedures and that the Company will notify me in advance if this is required. I understand that nothing contained in the Handbook, or any client policy or procedure, may be construed as creating a promise of future benefits or a binding contract with Dependable Staffing Services for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified, or terminated at any time.

Moreover, by signing this Acknowledgment Form, I authorize Dependable Staffing Services to withhold the amounts of any damaged or lost Company property, or any other amounts owing to the Company from my paycheck to the extent allowed by state or federal law.

Please sign, date, and return this form to Dependable Staffing.

Employee's name (printed)

Employee's signature

Date

Dependable Staffing Services representative's name (printed)

Position

Dependable Staffing Services representative's signature

Date