



Assigned Employee Handbook and Policy Manual

Updated: March 28, 2023

TABLE OF CONTENTS

FOREWORD	3
A) <u>INTRODUCTION</u>	
1. Equal Employment Opportunity Policy Statement	4
2. Non-Discrimination and Anti-Harassment Policy	4
3. Americans with Disabilities Act Policy Statement	7
4. Confidential Nature of Work	7
B) <u>LEAVE, BENEFITS, AND OTHER WORK POLICIES</u>	
1. Vacation	7
2. Holidays	8
3. Bereavement Leave	8
4. Jury Duty	8
5. Military Leave	8
6. Absence Due to Illness	8
7. Leave Under the Family and Medical Leave Act (FMLA)	9
C) <u>EMPLOYEE BENEFITS</u>	
1. Disclaimer	9
2. Health Insurance	10
3. Workers' Compensation	10
D) <u>ON ASSIGNMENT</u>	
1. Hours of Work, Attendance, Punctuality and Dependability	12
2. Drug and Alcohol Abuse	13
3. Appearance and Conduct	13
4. Violence in the Workplace	13
5. Open Door Policy	13
6. Email and Internet Policy	14
7. Use of Client Company Equipment and Computer Systems	15
8. Use of Client Company Telephone and Personal Mobile Phone	15
E) <u>SEPARATION/TERMINATION OF EMPLOYMENT</u>	
1. Completion of Assignment/Layoff	16
2. Termination, Separation, and Discharge	16

FOREWORD

This handbook is designed to acquaint you with Flex-Staff, and to outline certain procedures, practices, policies, and benefits relating to your employment. The information contained in this handbook applies to all Flex-Staff assigned employees (those hired for placement in positions at our client companies).

The material covered in this handbook contains only general information and guidelines. It is not intended to be comprehensive, or to address all the possible applications of, or exceptions to, the general policies and procedures described. The contents of this handbook shall not constitute nor be construed as a promise of employment, or as a contract between Flex-Staff and any of its employees. Your employment is “at will” and not for any specific period of time. Your employment may be terminated with or without cause and without prior notice, just as you may resign for any reason at any time.

You are responsible for understanding and complying with the provisions of this handbook. The procedures, practices, policies, and benefits described herein may be modified or discontinued based on the business needs and practices of Flex-Staff.

A. INTRODUCTION

Welcome to Flex-Staff – If selected for employment, you will become an employee of Flex-Staff. Our employees are placed on assignments (for which they are fully qualified) at our many well-known client companies. Because we work with so many companies in different fields, you're sure to find the right spot for your skills and interests from our available positions. Best of all, you never pay a fee!

Flex-Staff places employees in office/clerical positions such as accounting, administration, reception, and customer service, and call center, as well as factory/light industrial positions such as assembly, packaging, production, janitorial, manufacturing, food processing, and shipping/receiving.

1. EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of Flex-Staff to ensure equal employment opportunity without discrimination or harassment on the basis of race, religion, color, national origin, ancestry, sex (including pregnancy, childbirth or related medical conditions and breastfeeding), gender identity, gender expression, sexual orientation, age, physical or mental disability, marital status, military or veteran status, genetic information, or any other classification protected by applicable local, state, or federal laws. This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination, and all other terms and conditions of employment.

2. NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY

Flex-Staff is committed to a work environment in which all individuals are treated with respect and dignity. Everyone has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, Flex-Staff expects that all interaction and communication by, with, among, and between Flex-Staff assigned employees and others in the workplace will be business-like, and free of bias, prejudice, and harassment. Flex-Staff prohibits and will not tolerate any form of discrimination or harassment. Any employee willfully violating this policy may be subject to disciplinary action up to and including termination.

Definitions of Harassment

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

Sexual harassment may include overt or subtle behaviors, and may involve individuals of the same or opposite gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a

sexual nature; commentary about an individual's body, sexual prowess, or sexual deficiencies; leering, catcalls, or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects, pictures, or video (including through text, messenger, email, or other forms of communication); and other physical, verbal, or visual conduct of a sexual nature. Harassment based on gender but not of a sexual nature (e.g., male manager yells only at female employees and not males) may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

b. Harassment, verbal or physical abuse, or bullying of any kind and for any reason is prohibited. Harassment on the basis of any legally protected characteristic is also strictly prohibited. Under this policy, harassment is verbal/written or physical conduct that denigrates or shows hostility or aversion toward an individual because of race, religion, color, national origin, ancestry, sex (including pregnancy, childbirth or related medical conditions and breastfeeding), gender identity, gender expression, sexual orientation, age, physical or mental disability, marital status, military or veteran status, genetic information or any other characteristic protected by law or that of his/her relatives, friends or associates, and that: (i.) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii.) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii.) otherwise adversely affects an individual's employment opportunities.

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

Individuals and Conduct Covered

These policies apply to all applicants and employees, and prohibit harassment, discrimination, and retaliation whether engaged in by fellow employees, by a member of management, or by someone not directly connected to Flex-Staff (e.g., an outside vendor, consultant, or client employee).

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

Discriminatory, offensive, derogatory, or harassing statements, images, or language is also prohibited on both the business and personal social media platforms/accounts of Flex-Staff assigned employees.

Retaliation is Prohibited

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

Complaint Procedures – Reporting an Incident of Harassment, Discrimination or Retaliation

Flex-Staff requires the reporting of all incidents of harassment, discrimination, or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct contrary to Flex-Staff's policy, or who have concerns about such matters, should file their complaints with the Branch Manager of their local Flex-Staff office, or with Flex-Staff's corporate office, if more appropriate, before the conduct becomes severe or pervasive. The Flex-Staff corporate office contact for complaints of harassment or discrimination is:

Steve Kamrowski – CEO

Flex-Staff, Inc,

800 Westhill Blvd.

Appleton, WI 54914

(920) 731-8082

Important Notice to All Employees:

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing action.

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

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

The Investigation

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

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

Responsive Action

Misconduct constituting harassment, discrimination, or retaliation will be dealt with promptly and appropriately. Disciplinary action may include warning, reprimand, demotion, reassignment, temporary suspension without pay, or termination, as Flex-Staff believes to be appropriate under the circumstances.

False Reports

Any employee that knowingly and willfully files a false report of harassment or discrimination may be subject to disciplinary action up to and including termination.

3. AMERICANS WITH DISABILITIES ACT POLICY STATEMENT

Flex-Staff is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA). It is Flex-Staff's policy not to discriminate against any qualified candidate, applicant, or employee with regard to any terms or conditions of employment because of such individual's disability or perceived disability, provided the employee is able to perform the essential functions of the job with or without reasonable accommodation. Reasonable accommodation will be provided upon request to all qualified disabled employees. An accommodation request may be deemed unreasonable if it creates an undue hardship on Flex-Staff or our client company, or is unreasonably expensive or time consuming to implement considering the anticipated length of the proposed assignment. Employees requesting an accommodation should discuss their request with the staff of their local Flex-Staff branch office. Flex-Staff shall determine the reasonability of the requested accommodation.

4. NATURE OF WORK

Work Product Ownership

Flex-Staff and/or the respective client company retains legal ownership of the product of the work of our assigned employees. No work product created while employed by and performing work for Flex-Staff or a Flex-Staff client company may be claimed, construed, or presented as property of the individual, even after employment with Flex-Staff has been terminated, or the relevant project completed. This includes written and electronic documents, audio and video recordings, or system code, as well as any concepts, ideas, or other intellectual property developed for Flex-Staff or a Flex-Staff client company.

B. LEAVE, BENEFITS AND OTHER WORK POLICIES

1. VACATION PAY BONUS

For assigned employees, Flex-Staff offers a "Vacation Pay Bonus" of 40 hours of pay at the employee's average pay rate for the past 52 weeks. To be eligible to receive Flex-Staff's Vacation Pay Bonus, an assigned employee must work 1,500 hours within a 52-week period. The Vacation Pay Bonus must be taken as a lump sum check (less applicable taxes), and may not be taken as paid time off. Requests for actual time off from your assignment must be submitted to, and approved by, the client company to which you are assigned. The assigned employee must notify Flex-Staff of their

eligibility and be in good standing to qualify for Flex-Staff's Vacation Pay Bonus. Employees who have quit or who were terminated prior to receiving their vacation pay bonus are ineligible to receive the bonus.

Payroll Service Plus (PSP) employees are not eligible for Flex-Staff's Vacation Pay Bonus.

2. HOLIDAY PAY

Assigned employees are eligible for up to 8 hours of pay on each of the following six national holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. To qualify, the employee must work 1,500 hours in the 52 weeks preceding the holiday week, work 100 or more hours in the four weeks preceding the holiday week, and work their scheduled day before and after the holiday.

Holiday pay for part-time employees shall be prorated based on an average of daily hours worked over the past 52 weeks.

Payroll Service Plus (PSP) employees are not eligible for Flex-Staff's holiday pay.

3. BEREAVEMENT LEAVE

Requests for bereavement leave are subject to approval at the discretion of the Flex-Staff client company to which the employee is assigned. Flex-Staff does not provide paid time off for bereavement leave for assigned employees.

4. JURY DUTY

Time off to serve jury duty will be granted in accordance with state/local laws, and must be coordinated with the client company to which the employee is assigned. Flex-staff does not provide paid time off for jury duty.

5. MILITARY LEAVE

An assigned employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves or Public Health Service will be granted an unpaid leave of absence for military service, training, or related obligations in accordance with applicable law. At the conclusion of the leave, every effort will be made to return the assigned employee to the same or similar position.

6. ABSENCE DUE TO ILLNESS

To keep our clients' businesses running smoothly and efficiently, it is important that Flex-Staff employees are on the job and on time consistently. For this reason, Flex-Staff places great importance on promptness, attendance, and overall dependability.

If a Flex-Staff assigned employee is going to be absent for reasons of injury or illness, we require that they contact both Flex-Staff and their client worksite supervisor (unless otherwise directed) as soon as possible, but no less than 30 minutes **prior** to the start of their shift. Leaving a message or sending a text is acceptable if done at least 30 minutes prior to the employee's scheduled start time.

7. LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT (FMLA)

Flex-Staff assigned employees are covered by provisions of both the state **and** federal Family and Medical Leave Act (FMLA). Flex-Staff must comply with any provisions of state or local law that provide greater family or medical leave rights than those established by federal FMLA. The federal act provides up to 12 weeks of unpaid leave for any one or combination of the following during a 12-month period using the "rolling" 12-month period of eligibility determination.

1. The birth of a son or daughter and to care for such individual.
2. The adoption or foster care of a son or daughter.
3. The "serious health condition" of an employee's son, daughter, spouse, or parent.
4. The "serious health condition" of an employee.

For an employee to qualify for FMLA leave under the above conditions they must satisfy the following requirements as of the date the leave commences.

1. The employee has been employed for at least 12 months.
2. The employee has been employed at least 52 consecutive weeks and worked 1000 hours during the 52 weeks immediately preceding commencement of leave
3. The employee is employed by a company with 50 or more employees, counting all employees within 75 miles of the employee's work site.

Administration details concerning application for leave, medical certification, notice requirements, and scheduling of leave are too extensive to detail here. Contact the staff of your local Flex-Staff office if leave under FMLA is anticipated.

C. OTHER BENEFITS

Flex-Staff has established a variety of employee benefit programs designed to assist you and your eligible dependents in meeting life's unexpected circumstances. This portion of the Flex-Staff assigned employee handbook contains a general description of the benefits to which you may be entitled as an employee of the company.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between Flex-Staff and its employees.

Flex-Staff reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein. Further, Flex-Staff reserves the exclusive right, power, and authority, in its sole and absolute discretion, to administer, apply, and

interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

INSURANCE

Flex-Staff has the following forms of insurance available through Essential StaffCARE:

Medical
Vision
Dental
Term life
Short-term disability

COST REIMBURSED TRAINING

Flex-Staff will reimburse a portion of the cost of approved courses.

Payroll Service Plus (PSP) employees are not eligible for Flex-Staff's cost reimbursed training.

401K

Flex-Staff's assigned employees are eligible to participate in Flex-Staff's 401k retirement savings plan. Participants must be at least 21 years of age, and employed by Flex-Staff for at least 1 year, in which the employee works a minimum of 1,000 hours. Flex-Staff offers a discretionary company match. Employees who are otherwise eligible for employer contributions must have been credited with a minimum of 500 hours of service during the plan year, and be actively employed on the last day of the plan year. Eligible employees who wish to participate will be given a detailed Summary Plan Description once they become eligible.

WORKERS' COMPENSATION

Flex-Staff assigned employees are covered by workers' compensation insurance for work-related injuries.

Notification

For life-threatening or severe injuries, call 911 immediately. Any assigned employee who sustains a work-related accident or injury that is not severe or life-threatening, but for which they feel medical treatment may be necessary, should call MedCor nurse triage at 800-775-5866. The employee must also notify their local Flex-Staff office.

POST-ACCIDENT DRUG TESTING POLICY

Flex-Staff has a zero-tolerance policy for illegal or unauthorized drug use among our assigned employees. All Flex-Staff applicants are required to sign a drug and alcohol policy consent and release form, which authorizes Flex-Staff to perform a drug and/or alcohol test for a variety of reasons, including post-accident.

In an effort to control Worker's Compensation costs, reduce fraudulent claims, and keep our assigned employees safe on the job, it is Flex-Staff's goal to ensure that drug and/or alcohol use are not contributing factors to workplace accidents and injuries. It is therefore Flex-Staff's policy that post-accident and post-injury drug testing shall be required in the following situations:

1. Any Flex-Staff assigned employee whose actions directly cause a workplace accident or incident resulting in damage to Flex-Staff or client property, or injury to a Flex-Staff or client employee, shall be required to submit to a drug and/or alcohol test.
2. Any Flex-Staff assigned employee who is injured while on assignment shall be required to submit to a drug test if the injury requires medical attention by a hospital or clinic, or the injury results in one or more days of missed work, regardless of whether or not the employee sought treatment at a hospital or clinic.

NOTE: Flex-Staff shall not require an injured employee to submit to a drug or alcohol test in cases where the injury was not the result of a specific accident, event, or incident, such as those resulting from repetitive motion, including joint or muscle pain caused by the stress of normal movement or lifting. Flex-Staff shall not require an injured employee to submit to a drug or alcohol test in cases where the injury was caused by the actions of another employee, or by workplace environment/conditions including faulty or improperly maintained equipment or machinery unless there is a reasonable basis for the conclusion that drug or alcohol use could have been a contributing factor to the injury.

Employees who test positive for illegal or unauthorized drugs, or alcohol, or who refuse to submit to a post-accident drug or alcohol test, shall be subject to disciplinary action up to, and including, termination from Flex-Staff.

Termination for a positive drug or alcohol test may result in Worker's Compensation benefits being reduced or even denied. Termination for a positive drug or alcohol test may also impact an employee's ability to receive Unemployment Compensation.

Light-Duty Program

Flex-Staff has established a light-duty program to help transition employees back to full duty after a work-related injury. Any employee injured on the job may be placed in an alternate position, the duties of which fall within their medical restrictions.

D. ON ASSIGNMENT

1. HOURS OF WORK, ATTENDANCE, PUNCTUALITY, AND DEPENDABILITY

Flex-Staff's client companies depend on our assigned employees to meet their production demands and business needs. Because of this, it is critical that our employees are at work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. Employees are expected to report to work on time, work on all scheduled workdays, and work all scheduled hours on those days.

Flex-Staff employees have certain responsibilities to us, and to our client companies to which they are assigned.

- Be punctual and observe clients' hours of business and work rules.
- Establish good working relationships by being polite, cooperative, and enthusiastic.
- Try to keep busy and notify your worksite supervisor when you finish a task.
- Maintain confidentiality of company information both at work and after hours.
- Client telephone, email, and internet are intended for client business purposes only. Personal use of these communication tools is permissible at the sole discretion of the client company.

Overtime Pay

Assigned employees may occasionally be required to work overtime. Employees are paid at time and a half for all hours worked over 40 in a week (Monday through Sunday).

Timekeeping

Depending on the client company, hours worked may be recorded using a paper timecard, a group timesheet, Flex-Staff's "web portal," or the client's or Flex-Staff's timekeeping system. The employee's worksite supervisor must approve the employee's hours worked at the end of each week.

Care must be exercised in recording hours worked, overtime hours, breaks, and absences. Falsifying or willfully misrepresenting hours worked is a violation of Flex-Staff policy, and against the law. Violations of this policy may result in disciplinary action, up to and including termination. If an employee forgets to clock in or out, he or she must notify their Client Representative immediately so the time may be accurately recorded for payroll. Employees may not sign/punch in or out for other employees.

Personnel Files

To keep necessary company records up to date, it is extremely important that you notify Flex-Staff of any changes in:

- Name and/or marital status
- Availability
- Address and/or telephone number
- W-4 deductions
- Emergency contact

2. DRUG & ALCOHOL USE/ABUSE

Flex-Staff is committed to creating a workplace free of drug and alcohol abuse. The use, consumption, manufacture, possession, sale, purchase, or transfer of unauthorized or illegal drugs or substances, or the abuse or misuse of legal drugs or substances by Flex-Staff assigned employees is prohibited, both while on assignment and off-duty. The presence of alcohol in your system while working on an assignment is also prohibited.

Any violation of this policy is grounds for disciplinary action up to, and including, termination.

IMPLEMENTATION

Flex-Staff may require drug and/or alcohol testing for a variety of reasons including, but not limited to, pre-employment, reasonable suspicion, post-accident, random, follow-up, or return to work. **Any employee who refuses to submit to drug or alcohol testing will be subject to disciplinary action up to, and including, termination.**

3. APPEARANCE

Flex-Staff expects assigned employees to maintain a neat, well-groomed appearance at all times. Employees should avoid extremes in dress, as well as ripped/torn, dirty, or ill-fitting clothing. Dress codes vary from one client to the next. Employees will be provided with client-specific dress code information after accepting an assignment.

4. VIOLENCE IN THE WORKPLACE

Flex-Staff strongly believes that all employees should have an expectation of a safe workplace. Threats or acts of violence will not be tolerated. Any instance of violence should be reported to Flex-Staff and the worksite supervisor immediately. All complaints will be fully investigated. Employees who commit acts or threats of violence in the workplace, or against Flex-Staff or client company employees during non-work hour will be subject to disciplinary action up to, and including, termination.

5. OPEN DOOR POLICY

Flex-Staff encourages our assigned employees to talk freely with our staff, and to openly discuss any problems or concerns so that appropriate action may be taken. If the staff of your local office is not able

to be of assistance, or is not the most appropriate to discuss an issue with, Flex-Staff's CEO is available for consultation and guidance.

Steve Kamrowski – CEO

Flex-Staff, Inc,

800 Westhill Blvd.

Appleton, WI 54914

(920) 731-8082

6. EMAIL AND INTERNET POLICY

Assigned employees have no right to privacy regarding anything created, stored, sent, or received over the Flex-Staff or client email systems, networks, servers, or using client or Flex-Staff hardware, computers or other electronic devices. Flex-Staff and/or Flex-Staff's client company may exercise the right to monitor, access, retrieve, and delete any material stored in, created, received, or sent over the email system or on servers or hardware, for any reason and without the permission of any employee. Creating, sending, receiving, or storing material of an inappropriate, offensive, discriminatory, or harassing nature is grounds for disciplinary action up to and including termination. Employees encountering or receiving this kind of material should immediately report the incident to Flex-Staff.

Duty Not to Waste Computer Resources

Employees must not deliberately perform acts that waste or monopolize computer resources. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the internet, playing games, engaging in online chat groups, printing multiple copies of documents, or otherwise creating unnecessary network traffic. Because audio, video, and picture files require significant bandwidth to download, and significant hard drive space to store, these types of files may not be downloaded unless they are business-related.

The client's email system may not be used to solicit for religious or political causes, commercial enterprises, outside organizations, or other solicitations or communications that are not job or work-related.

Illegal Copying

Employees may not illegally copy material protected under copyright law or make such material available to others for copying. You are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, images, documents, messages, and other material you wish to download or copy.

Virus Prevention

Files obtained from sources outside the client company, including storage devices brought from home; files downloaded from the internet, newsgroups, bulletin boards, or other online services; files attached

to email; and files provided by clients or vendors may contain dangerous computer viruses that could damage the client company's computer systems. Employees should never download files from the internet, accept or open email attachments from outsiders, or use storage devices from non-client company sources, without first scanning the material with client company-approved antivirus software.

Sending Unsolicited Email (Spamming)

Without the express permission of Flex-Staff or client company management, employees may not send unsolicited email to persons with whom they do not have a prior relationship.

7. USE OF CLIENT COMPANY EQUIPMENT AND COMPUTER SYSTEMS

The client company may provide supplies, materials, and equipment necessary for you to perform your job. These items are to be used solely for client company business-related purposes. Employees are expected to exercise care in the use of client company property and use such items for authorized business purposes only. Loss, damage, or theft of client company property should be reported immediately to your worksite supervisor. Negligence in the care and use of client company property may be grounds for disciplinary action up to and including termination.

Client company business equipment such as telephones, postage machines, facsimile machines, printers, computers, and copy machines, is intended to be used for client company business purposes only.

Upon end of assignment, resignation, or termination of employment, the assigned employee must return all client company supplies, materials, equipment, work product, and documents or computer files in his or her possession or control. Failure to do so may be considered theft. Theft of Flex-Staff or client company property may be considered grounds for disciplinary action up to and including termination, and may result in criminal prosecution.

8. CLIENT COMPANY TELEPHONE AND PERSONAL MOBILE PHONE USE

Flex-Staff realizes that there may be times when an assigned employee will need to use the client's telephone or their own cell phone for personal reasons or emergencies. It is expected, however, that as a general rule, assigned employees will not use their cell phones during work hours. Personal communication, mobile web surfing, social media interaction, and viewing videos or pictures, or streaming/listening to music will be done on the assigned employee's off hours or breaks unless client permission is attained.

Neither Flex-Staff nor the client company will be liable for the loss or theft of, or damage to, assigned employee's personal property brought into the workplace.

E. SEPARATION/TERMINATION OF EMPLOYMENT

Completion of, or removal from, an assignment does not necessarily constitute a termination of employment from Flex-Staff. When a Flex-Staff employee completes an assignment, a determination will be made regarding the employee's interest in, and suitability for, further assignments.

A termination or separation of the employment relationship with Flex-Staff occurs when an assigned employee resigns or voluntarily terminates (quits) their employment, or when Flex-Staff terminates the employer-employee relationship due to an employee's poor performance or attitude, attendance or tardiness issues, or for misconduct including, but not limited to:

- Dishonesty or breach of trust
- Willful violation of an established Flex-Staff or client company policy or rule
- Falsification of Flex-Staff or client documents or records (including timecards)
- Gross negligence
- Insubordination
- Unauthorized absence from duty during regularly scheduled work hours
- Deliberate non-performance of duties
- Larceny or unauthorized possession of, or the use of, property belonging to another
- Vandalism or willful destruction of client equipment, product, or property
- Fighting or serious breach of acceptable behavior
- Sleeping on duty

RECEIPT AND ACCEPTANCE

I hereby acknowledge that I have received an electronic copy of Flex-Staff's Assigned Employee Handbook, and that I agree to abide by the policies contained therein.

Signature: _____

Print Name: _____

Date: _____