
WELCOME TO PRIMARY STAFFING SOURCE

I. Welcome to Primary Staffing Source

We would like to thank you for choosing ***Primary Staffing Source (PSS)*** as your employment agency. We look forward to having you as part of our team. You have been chosen for your ability and attitude and we are confident that you will serve our clients well.

This booklet will provide you with specific information on rules and procedures that apply to ***Primary Staffing Source*** and your job duties along with an understanding of ***Primary Staffing Source*** and its operating procedures. This handbook is only a guide and is not intended to be a contract or legal document. This guide cannot anticipate every situation concerning your employment. The information contained herein, or added to this handbook, is subject to change. Change of policy as stated herein are valid only when issued in writing and authorized by the owner and/or district manager of ***Primary Staffing Source***. No other supervisor or other management employee may enter into any agreement about terms, duration or condition of employment that modify, expand, or amend the contents of this handbook.

II. Employment “At-Will”

The nature of your employment with ***Primary Staffing Source*** is “at-will,” at the mutual consent of both you and ***Primary Staffing Source***. This means that your employment may be terminated at any time, by either you or Primary Staffing Source with cause or without cause, advance notice or stated reason. It is ***Primary Staffing Sources’*** policy not to discuss hiring or termination decisions with employees.

Terms and conditions of employment include promotions, change of job duties, locations, and compensation can be changed at the sole discretion of ***Primary Staffing Source*** at any time, with or without cause, advance notice or stated reason., Further, ***Primary Staffing Source*** may warn, reassign, suspend, demote, or terminate, any employee in its sole discretion, at any time with or without cause, advance notice or stated reason.

The fact that ***Primary Staffing Source*** voluntarily agrees to arbitrate all employment and/or termination related claims shall not be deemed in any way to undermine the parties’ “at-will” employment relationship. The Arbitrator shall not have the authority to alter or otherwise modify the parties’ “at-will” relationship and must enforce this provision of ***Primary Staffing Source*** Policy Handbook.

III. Equal Employment Opportunity

Primary Staffing Source is an equal opportunity employer. Our continued success depends heavily on the full and effective utilization of qualified persons, without regard to race, color, religion, sex, national origin, disability, are or military veteran status. Qualified candidates for employment are those that meet the requirements specified and can perform the essential functions of the job for which they are being considered, with or without reasonable accommodations.

Any associate or applicant that requires and accommodation in order to perform the essential functions of the job should contact ***Primary Staffing Source*** Human Resource Representative with the day to day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodations he or she needs to perform the job. ***Primary Staffing Source*** will identify possible accommodations if any and will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, ***Primary Staffing Source*** will make the accommodation. Equal opportunity applies to all terms and conditions of employment, for example: hiring, placement, employment, recruitment, wage rates or other forms of compensations, etc.

IV. Your Assignment

Your ***Primary Staffing Source*** recruiter will call you when an assignment is available. You will be given the important facts such as: what the assignment is, the work hours, type of work, approximately how long it will last, Temp-Hire and hourly pay rate. You may accept or refuse the assignment depending on your schedule. If accepted, our expectation is that you remain on the assignment through its completion. You can report to work with confidence. We will never assign you to a position that does not call for your skills.

V. *Call Your Primary Staffing Source Supervisor*

1. When you complete your assignment.
2. **IF YOU ARE UNABLE TO REPORT TO YOUR ASSIGNMENT.** If you do not report for work and do not contact our office, you will jeopardize your job and eligibility for future assignments.
3. To report change of address, name or phone number.
4. If a customer wants to hire you full-time.
5. If you need assistance in completing your time card.
6. If there are any problems on the assignment.
7. If you are injured on the assignment.
8. If you are unsure of any of our policies.

CA Office # (714) 769-7070

VI. *Customer Requirements*

Always respect the policies of our customers. Conform to their clothing standards, hours, lunch and rest breaks. You will want to complement their staff – not detract from it. Plan your transportation and route to your assignment the night before. That first impression is important. Be on time every day. Promptness and dependability are two important qualifications for our associates.

VII. *Dress Code*

Primary Staffing Source associates are expected to consistently utilize good judgment in determining their dress and appearance on a daily basis. Associates should maintain a clean, neat, professional appearance in their dress and grooming consistent with high standards of quality and service in our business and profession. Associates who are inappropriately dressed may be sent home, without pay, and directed to return to work in the proper attire. Associates who violate the Company's dress code policy may be subject to disciplinary action, their assignment may be ended.

Prohibited clothing includes but is not limited to:

- **Short Shorts** *when standing and arms down at side, the short should be as long or longer than where the employee's middle finger lies*
- **Low cut pants**
- **Cowboy boots**
- **Bandannas**
- **Shirts with lewd remarks, pictures or symbols**
- **Tank tops/muscle shirts (sleeveless shirts)**
- **Holes in pants/shirts**
- **Revealing clothing**

Longer than shoulder length hair must be tied up and kept away from all operations, usually but not limited to machinery environment.

Closed toed work shoes are required in all areas. These shoes must be in good condition.

VIII. *Availability Policy*

It is your responsibility to notify *Primary Staffing Source* of your availability within 24 hours after completing and assignment. If you fail to maintain contact as instructed, *Primary Staffing Source* may assume that you have voluntarily quit your employment and you are no longer available for assignments. Associates may be disqualified for unemployment benefits under the law if, upon conclusion of his or her last assignment, the associate without good cause, failed to contact *Primary Staffing Source* for reassignment.

EDD NOTICE TO EMPLOYEES OF "TEMPORARY SERVICES" EMPLOYERS

- **When you complete an assignment with a temporary services employer, you have the right to file for Unemployment Insurance (UI) benefits.**
- **If you file for UI benefits after completing an assignment, you should contact the temporary services employer to see if a new assignment is available, as part of your efforts to seek work.**
- **Failure to contact the PRIMARYS STAFFING SOURCE (employer) for reassignment, or refusal of an assignment, may result in loss of UI benefits under Sections 1253(e) and 1257(b) of the California Unemployment Insurance Code.**

- **Temporary services employers may notify the Employment Development Department (EDD) when and employee fails to contact them for assignment, or fails to respond to the employer’s mail or telephone contact regarding reassignment.**

*DE1257(A2-94) State of California / Employment Development Department

ACCEPTING ASSIGNMENTS

Your **Primary Staffing Source** representative will offer you job assignments for which you are qualified. At the time you accept the assignment you will be given an orientation on:

- The job rate of pay
- Job duties and responsibilities
- The name and location of the customer
- The start time and whom you are to report to
- The length of the assignment
- The dress code, and proper safety equipment required

If you need more information specific to your assignment, or the customer you are working for, please ask questions. If you receive detailed information about the job, and the job responsibilities are different from the description your **Primary Staffing Source** representative gave, or if you do not feel comfortable with your job responsibilities you should contact your **Primary Staffing Source** representative immediately.

ABSENT OR TARDY

If you are going to be late or absent for any reason, you must notify **Primary Staffing Source** immediately, **NO LATER THAN ONE HOUR BEFORE THE ASSIGNMENT BEGINS**. We will contact the company where you are assigned and find a replacement if necessary. If you need time off for whatever reason you must give **Primary Staffing Source** 24 hour notice prior to the day you are requesting. **A doctor’s release must be obtained to return to work if you have missed 3 or more work days. Failure to do such will leave you unable to report to your assignment.**

If you are ill, have a family emergency or have to leave an assignment early, under no circumstances should you leave or walk off an assignment without first contacting your immediate supervisor and **Primary Staffing Source**. Any associate who does not report to an assignment, and/or walks off an assignment without first contacting **Primary Staffing Source**, will be subject to disciplinary action up to and including termination of employment.

EXCUSED ABSENCES

Absence(s) will be excused with the written note from the doctor/dentist/facility where treatment was received once the note is received by a **PRIMARY STAFFING SOURCE REPRESENTATIVE**.

**** NOTE MUST INCLUDE: PATIENT’S NAME, DATE AND TIME OF APPOINTMENT ****

IX. Internet, E-mail and Cell phone Usage Policy

When placed on assignment by **Primary Staffing Source**, and part of your assignment duties are accessing the Internet e-mail from a customer’s user workstation, you are representing both **Primary Staffing Source** and our customer. Therefore, all rules of conduct and law that apply in your workplace also apply on the Internet and cell phone.

Primary Staffing Sources’ customers reserve the right to review all of its user workstations at any time in order to make determinations of whether specific uses of the Internet and e-mail are appropriate.

Internet, e-mail usage and texting while on assignment must be approved and requested by our customer.

UNACCEPTABLE Internet,e-mail and cell phone usage includes, but is not limited to:

- **Using our customer’s time, equipment and/or other resources for non-work related activity, personal gain or recreation**
- **Sending racial, sexual, threatening or harassing messages or texts.**
- **Sending or posting a customer’s confidential materials outside of the customer’s facility**
- **Sending chain letters through electronic mail**
- **Participating, logging on into chat sessions or texting**
- **Gambling**

- Viewing or distributing sexually explicit materials
- Sending special occasion greetings and junk e-mail
- Use of personal cell phone during working hours

Unacceptable usage of the Internet, e-mail or cell phone may result in immediate removal from your assignment and ineligibility for any future *Primary Staffing Source* assignments.

Contact your Primary Staffing Source Supervisor if you have any questions or concerns. We're here to help you succeed on your assignment.

X. Your Paycheck

1. Payday is Friday of the week after you submit your properly filled in timecard (if Friday is a holiday, then payday will be the preceding Thursday). To make sure we have the information we need to pay you on time, you must:
 - a. Fill out a timecard everyday while you are working.
 - b. Sign it and have it approved by our customer;
 - c. When your timecard has been completed, leave a copy with our customer. Keep a copy for your records. **Fax or mail copies to the Primary Staffing Source office** by the end of the week – but **MUST BE RECEIVED NO LATER THAN 9:00A.M. MONDAY MORNING.**
2. All timecards that arrive by 9:00 A.M. Monday will be paid the following Friday. *If your timecard is not received by 9:00A.M. Monday, you will be paid the following week. Failure to provide **original** timecards by the designated time may be cause for delay in your being paid.*
3. **All timecards must have:**
 - Your name
 - Dates and Hours worked
 - Last four digits of your Social Security Number (###-##-1234)
 - Your Signature
 - **Authorized Signature of a Customer Supervisor!**
 - Unapproved timecards cannot be processed.
4. All overtime must be authorized in advance (and in writing) by the Customer Supervisor. Different overtime rules apply in some industries. Contact your Primary Staffing Source Supervisor if you have any question.
5. **There will be a 48 hour minimum waiting period on all Stop Payment Requests in order for the bank to enter the Stop Payment Order.** The bank must complete the Stop Payment Order before Primary Staffing Source can issue a replacement check and the employee may be subject to a check cancellation fee.
6. *Primary Staffing Source* does not provide pay “advance.”
7. Any paychecks that have errors will be corrected and the correct pay or deduction will be on the next paycheck.

<p>Submission of a fraudulent timecard entry may subject the employee to civil and criminal prosecution.</p>

XI. Benefits:

1. Sick Pay

Primary Staffing Source in compliance with AB 1522 will pay a maximum of 3 sick days in a 12 month period for qualified employees.

- A qualifying employee begins to accrue paid sick leave beginning on July 1, 2015, or if hired after that date on the first day of employment. An employee is entitled to use (take) paid sick leave only after meeting the qualifications for paid sick leave and accruing enough paid sick leave time to use for one of the stated purposes of the law.

What if I am employed by a staffing agency?

Temporary employees of a staffing agency are covered by the new law. Therefore, whoever is the employer of joint employer is required to provide paid sick leave to qualifying employees.

You must contact PRIMARY STAFFING SOURCE as it states on page 3 of your employee handbook when sick. If you do not contact us as well as your supervisor at your current position it could jeopardize getting paid your sick time when you have accrued it.

CALL 714-769-7070 WHEN ABSENT DUE TO ILLNESS

2. Health Insurance

We are pleased to announce that *Primary Staffing Source* is now offering Essential StaffCARE. Please refer to the Essential StaffCARE information packet for additional information and pricing.

ESC Fixed Indemnity CarePlan
Medical, Rx, Dental and Vision Benefit Options Available
NO Deductibles on Medical
NO Co-Pays
NO Health Questions, Guaranteed Issue
NO Waiting Period on Medical
NO Pre-Existing Limitations
NO Surgical Schedule
Includes both In-Patient and Out-Patient Benefits
Weekly Payroll Deduction
First Health Network

XII. Primary Staffing Source Office Hours

Our offices are open from 8:00.A.M. – 5:00P.M. If you are unable to reach your *Primary Staffing Source* supervisor, our offices have answering system for your convenience.

XIII. Sexual Harassment Policy

POLICY: *Primary Staffing Source* IS FIRMLY COMMITTED TO THE FACT THAT EVERY Colleague/Associate has the right to be treated with courtesy, dignity, respect and work in an environment free of discrimination. *Primary Staffing Source* maintains a strict policy prohibiting harassment, in any form, including but not limited to sexual, verbal, physical and visual harassment, coercion, discrimination and/or reprisal. This policy applies to **ALL** colleagues, associates, management, non-leader colleagues, vendors and clients. Every person is expected to adhere to a standard of conduct that is respectful to all persons within the work environment. Any person who violates this policy is subject to corrective action, up to and including possible termination.

PROCEDURE: Any colleague/associate who believes the comments, gestures, or actions of a colleague, manager, vendor or client of *Primary Staffing Source* to be offensive should immediately communicate to that person that such behavior is unwelcome. However, failure to do so does not prevent the colleague from filing a complaint no does it in any way exonerate the harasser.

It is the responsibility of any colleague/associate who believes they have been subjected to harassment to promptly report the fact of the incident(s) and the name(s) of the individual(s) involved to the branch or corporate *Primary Staffing Source* representative.

If the incident involves the colleague’s/associate’s immediate Branch representative, the incident should be reported to the Corporate headquarters (208) 898-4645.

XIV. Substance Free Workplace Policy

It is the policy of *Primary Staffing Source* to provide a work environment free from illegal drugs or substance abuse. Therefore, the unlawful manufacture, use, possession, distribution, or sale of drugs or alcohol, or being under the influence of drugs or alcohol, is strictly prohibited while on duty, while on the premises of either *Primary Staffing Source* or our customer, or while driving any vehicle, whether for a customer or a personal vehicle used to commute to the customer. If you use prescription medication which could affect your ability to perform an essential function of your job, please advise your *Primary Staffing Source* supervisor.

SUBSTANCE AND ALCOHOL ABUSE POLICY: *Primary Staffing Source* has a strong commitment to our associates, customers, and the public to provide a safe and healthy work environment. *Primary Staffing Source* has established a policy regarding alcohol and substance abuse. It is our policy that necessary measures are taken to assure that the use of alcohol and controlled substances by associates does not endanger the health and safety of those individuals working through our service, our business operations and our customer. Our goal is to achieve and maintain a workforce free from alcohol and substance abuse. *Primary Staffing Source* prohibits the use of illegal drugs, alcohol and other unauthorized* items on company property or while on a job assignment. "Possession" includes presence in the body. Company property includes but is not limited to a customer's company parking area, storage area, job site or *Primary Staffing Source* site and/or parking area. Violation of this policy is ground for termination of employment. ***a medical marijuana card DOES NOT give you an override on the drug test. If you fail the drug test because of the medical marijuana, you fail the drug test and are not eligible for employment.**

PRE-EMPLOYMENT SCREENING: Potential associates seeking employment with *Primary Staffing Source* may be required as a condition of employment to submit to and pass a drug test. This policy does not apply to the use of controlled substances within the limits of a valid prescription.* If an associate has been placed on assignment pending the results of the drug test, and the associate test positive for illegal drugs*, **the associate will be removed from the assignments and their employment will be terminated.**

XV. *Primary Staffing Source's drug testing may include:*

Pre-employment – for many of our clients that will require this before you are able to start your position.

Random testing: *Primary Staffing Source* and their customers may choose to randomly test our working associates for illegal drugs, except where superseded by state or local law. In an effort to maintain a safe work environment for all our associates and customers, this includes the client's regular workforce employees, or guest. All random testing will meet any federal or state regulations as required by law. Refusal to submit to a drug screening will be the basis for termination of employment. If any associate's test is found to be positive for **legal or illegal drugs**, the associate will be terminated and ineligible for employment with *Primary Staffing Source*.

Reasonable Suspicion: When *Primary Staffing Source* has a reasonable suspicion of alcohol or illegal drug use on the job or affecting work performance and/ or safety, such as evidence of alcohol on the breath, lapses in performance, inability to appropriately respond to questions, physical symptoms of alcohol or drug influence, or the totality of circumstance including, but not limited to, evidence of drugs or alcohol, fights or other incidents or behavior suggestive of drug abuse, negative performance pattern, or excessive absenteeism or tardiness by a *Primary Staffing Source* employee, *Primary Staffing Source* reserves the right to order blood tests, urinalysis, or any other drug and alcohol tests that they may deem necessary.

Post Accident: If *Primary Staffing Source* has reasonable suspicion that a *Primary Staffing Source* employee is involved in a on-the-job accident was under the influence of drugs and / or alcohol at the time of the accident, or if the accident was a serious one, *Primary Staffing Source* reserves the right to order blood tests, urinalysis, or any other drug and alcohol that they may deem necessary.

*** When employees of *Primary Staffing Source* test positive for / or admit to current substance abuse they will be subject to disciplinary action, up to and including termination.**

XVI. *Reason for Leave*

All associates who meet the applicable time of service requirements will be granted family medical leave consisting of unpaid leave, for a period of up to twelve (12) workweeks within a 12-month period for the following reasons:

- The birth of the associate's child, or placement of a child with the associate for adoption or foster care;

- To care for the associate's spouse, registered domestic partner, child, or parent who has a serious health condition;
- For a serious health condition that makes the associate unable to perform his or her job.

XVII. Safety policy and General safety Rules

The safety of our associates is our greatest concern. We believe that working 100% accident free is possible and hold this as our minimum performance standard. Toward this objective we will train and motivate employees to have concern for working safely, use protective equipment and practice good housekeeping.

It is your responsibility to make sure your Supervisor provides you with specific safety information required for your job duties. Make sure to ask questions if you are unsure an any safety or operation procedure, stop what you are doing and ask your **Primary Staffing Source** recruiter.

In order to protect you and your coworkers from serious injury, it is mandated that you will observe all safety rules, warning signs, and safety instructions including traffic rules and learn to recognize any hazards surrounding your work:

- Read and follow the safety notices and other information that is posted. Observe and follow all safety instructions, signs, and operation procedures.
- Help your fellow associates when they ask for assistance or when needed for their safety.
- Never participate in "horseplay". Horseplay that results in injury is often not covered by Workers' Compensation.
- Clean up spills immediately.
- Report all unsafe conditions, hazards, or equipment immediately. Make sure other people are warned of the problem so that they may avoid it.
- Wear personal protective equipment as required to reduce injury potential. Use gloves, safety glasses, back support belts, ECT, as necessary.
- Never stand on chairs, furniture, or anything other than an approved ladder or step stool.
- Housekeeping- all work areas must be kept clean, orderly and in sanitary condition. Debris such as broken pallets, plastics, glass and other trash must be disposed of immediately in the proper receptacles.
- Aisles, passageways and exits must be kept clear of all obstructions. Equipment, product pallets and other obstacles must be kept out of aisles except when in transit.

Lifting procedures:

1. NO LIFTING OVER 40 POUNDS WITHOUT ASSISTANCE; USE BUDDY LIFTING OR SPECIFIED EQUIPMENT.
2. Clear the area you will be lifting in and moving the object to
3. Lift with your legs, not your back
4. Keep your feet solid on the floor shoulder length apart
5. Face the object and get a firm grip
6. Bend your knees and lift the object with your leg muscles
7. Never twist while lifting
8. Get assistance if the object is too heavy or awkward
9. Use buddy lifting whenever possible
10. If you are using a lifting belt, be sure to wear it correctly. Make sure to loosen your belt when you are not lifting and during breaks and lunch. Make sure you keep the lifting straps on at all times when you are around machinery or equipment

Ladder safety and use:

1. Only use a ladder if you have received proper instructions and are performing an authorized duty
2. Make sure the ladder is placed on a flat secure floor and your shoes/boots are clean
3. Make sure the ladder legs are completely open with the spreader in place
4. Face forward when going up or down the ladder
5. Make sure to keep at minimum one hand on the ladder at all times, do not carry items that will hinder your ability to hold on to the ladder
6. Never reach out more than two feet from any side of the ladder
7. Never use a ladder for a skid, scaffold or other inappropriate, unsafe duty
8. Never use or stand on the top or last two steps of the ladder

9. Never use a broken or damaged ladder

Evacuation Procedures

Locate and memorize the emergency equipment and exit doors in your department. If you change departments make sure to learn the new equipment and evacuation routes for that are. If you have any questions about proper evacuation routes or meeting areas make sure to ask your Supervisor/Safety Coordinator immediately.

Evacuations may be announced over the PA/Alarm system or directly by the Supervisor/Safety Coordinator.

If an evacuation is ordered follow these guidelines:

- Immediately leave your area in a calm and orderly fashion as directed by the Supervisor/Safety Coordinator
- Proceed directly to your safety assembly area; DO NOT attempt to collect your personal belongings
- Do not talk with your neighbors or horseplay
- Listen to all instructions you are give
- Take Necessary precautions as appropriate
- Stay in your assembly area until you are counted in and are told it is O.K. to leave the are
- Do not go back into the building or evacuated areas until you are told directly by a Supervisor/Safety Coordinator

These safety rules are minimum requirements for any *Primary Staffing Source* associate. Other safety rules may apply to various client/customers, check with your Supervisor prior to starting your work assignment.

If safety rules are neglected and/or unsafe acts are committed, disciplinary action will follow to all person(s) involved. Disciplinary action will be based upon the nature of the violation, if warranted; first offense may be grounds for immediate termination from *Primary Staffing Source*.

Personal protective equipment

You may be required to use some type of personal protective equipment. Remember to check with your *Primary Staffing Source* specialist or supervisor. Personal protective equipment may include the following but not limited to:

- Safety glasses/goggles
- Gloves
- Back belts
- Ear plugs
- Steal toed shoes/boots
- Mask

Make sure your personal protective equipment is in good condition prior to starting any job duty.

XVIII. Reporting an accident

If an accident occurs and you are injured while on the job, ***call your Primary Staffing Source supervisor immediately!*** You are employed by *Primary Staffing Source* and covered by **Primary Staffing Source Workers' Compensation Insurance.**

We must be notified immediately so that we can make sure you are given the care and attention you deserve at the proper medical facility.

Employees please call 714-769-7070 or (714) 244-6960 immediately.

1. Report all injuries, **however slight**, to the customer supervisor or foreman first – then to your *Primary Staffing Source* office. **(Your failure to report an accident to Primary Staffing Source could adversely affect your claim.)**
2. You may be referred to a doctor or medical facility as needed.

3. Accident reports must be completed with in **24-hours** to assure immediate coverage and to insure benefits will not be delayed or denied.

Designated Doctor form policy

Primary Staffing Source is permitted by law to control medical treatment of work related injuries for the first thirty (30) days from when the injury was reported, and has designated a physician/facility for the convenience of our associates.

Associates, however, who have notified **Primary Staffing Source** in writing prior to the date of injury, of the desire to be treated by a personal physician may be immediately treated by their own physician once **Primary Staffing Source** has verified that the physician is able and willing to treat industrial injuries/illness. Labor Code Section 4600 defines personal physician as “the associate’s regular physician and surgeon” who has previously directed the medical treatment of the associate, and who retains the associate’s medical record, including his or her medical history”.

This notification of personal physician must be returned to **Primary Staffing Source**. Should you desire a change in physicians after your initial treatment by the district’s designated physician/facility, you need to notify **Primary Staffing Source** that you will be seeking treatment with your pre-designated personal physician.

XIX. Primary’s Modified Duty Program

Primary Staffing Source modified duty program is designed specifically to help injured workers remain productive in the work force, even after a work injury has occurred. When you have sustained an injury:

1. Your doctor will return you to regular duties or specify if there are particular physical work restrictions surrounding your condition.
2. If your job supervisor cannot place you in a modified position while you recover, or if your temporary assignment was ending **Primary Staffing Source** may:
 - A. Create a temporary job in our **Primary Staffing Source** office designed specifically to accommodate your physical work restrictions; or
 - B. Contact another client company who can accommodate your specific physical work restriction.
3. Because **Primary Staffing Source**’s modified program is so accommodating to our injured workers, refusing to accept a modified duty job or failure to show up may make you ineligible to receive disability payments from the Workers’ Compensation Insurance carrier and / or the Employment Development Department (EDD).

Important Notice!!

“Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers’ compensation benefits or payments is guilty of a felony.”

XX. Unacceptable Behavior

Certain conduct, including, but not limited to, the following activities, may be considered cause for immediate termination:

- Theft of property from Primary Staffing Source or any Primary Staffing Source customer;
- Cashing a paycheck after a stop-pay has been ordered, and the replacement check has been issued and/or cashed;
- Divulging customer trade secrets or other company information;
- Falsifying information on your employment application, or during the application process, including falsifying your right to work document and / or abilities to perform essential functions on the job.

- Falsifying timecards (hours, signatures, etc) – **NOTE: *falsifying timecards may also be considered a crime and may subject you to criminal prosecution.***
- Failure to show up timely for a job assignment, including unauthorized tardiness, absence from work or from your assigned work area;
- Absence for three (3) consecutive working days without notice or approval of your **Primary Staffing Source** supervisor; excessive absenteeism or tardiness during your assignment (2 or more absences per 20 working days) * **you must provide a doctor's note after 3 days of absences in order to return back to your employment***
- Willful or negligent destruction of company property;
- Insubordination while at a customer facility or a **Primary Staffing Solution** office;
- Fighting, horseplay, practical jokes, or other disorderly conduct which could offend others or which may endanger the well-being of any employee or company operations;
- Negligence in observing fire prevention and safety rules;
- Harassing, threatening, intimidating, or coercing other employees or our clients, or interfering with the performance of other employees or our clients;
- Use of offensive or foul language: cursing; profanity; swearing; derogatory verbage.
- Loud; aggressive; threatening behavior
- Walking off your assignment; and
- Failure to contact **Primary Staffing Source** when your assignment is over to report availability may jeopardize your eligibility for unemployment benefits.
- Use of personal cell phone during working hours.

XXI. Department of Fair Employment and Housing

The department of Fair Employment and Housing (DFEH) is the state agency that resolves complaints of unlawful discrimination, including sexual harassment. After a complaint is filled, the DFEH has one year to investigate the complaint.

The Fair Employment and Housing Commission (FEHC), headquartered in San Francisco, decides cases prosecuted by the FREH at the state level.

To contact the DFEH, consult your local telephone directory under State Government Offices, ask directory assistance for the number of Department of Fair Employment and Housing headquarters in Sacramento, or write to Department of Fair Employment and Housing, 2014 T Street, Suite #210, Sacramento, CA 95814-6824.

The Equal Employment Opportunity Commission (EEOC) is the federal agency that resolves sexual harassment claims. To contact the commission, consult directory assistance for Washington, D.C. or write to Equal Employment Opportunity Commission, 1801 L Street NW, Washington, D.C. 20507.

If they find a complaint is justified, state and federal agencies have the power to order, among other actions, that the wronged party be hired, given back pay, promoted, reinstated, or granted damages for emotional distress. The agencies also may issue a "cease and desist" order to prevent further unlawful activity, and may order the violator to pay large fines.

CONFIDENTIALITY STATEMENT

The confidentiality of **Primary Staffing Source** Client/Customers’ trade secrets and other vital information must be maintained at all times. To ensure the protection of these customers, all **Primary Staffing Source** associates must abide by the following:

- 1) Associate must hold in strictest confidence any and all information or material of highly sensitive, confidential, or proprietary nature (“Confidential Date”) which may include, but is not limited to, information concerning any **Primary Staffing Source** Client/Customer, internal employees, temporary associates, computer resources, information concerning rules, procedures, products, trademarks, or trade names which may come into an associates’ possession or knowledge while providing services for a **Primary Staffing Source** Client/Customer other than that which:
 - a. was known to an associate prior to the existence of his/her association with **Primary Staffing Source**
 - b. was lawfully obtained from third parties;
 - c. becomes publicly available through a source other than the associate as bound by the Confidentiality Statement or is released by **Primary Staffing Source**
- 2) An associate must not disclose, communicate, or permit access to any person, firm or corporation in any manner whatsoever any confidential data other than as authorized or directed by **Primary Staffing Source** in writing, nor will an associate use any confidential data for his/her own benefit.
- 3) Any and all confidential data furnished to an associate during his/her association with any **Primary Staffing Source** Client/Customer company shall at all times remain the sole property of the **Primary Staffing Source** Client/Customer, and shall be returned to the **Primary Staffing Source** Client/Customer, **Primary Staffing Source**, or at such time as the associate no longer is employed by **Primary Staffing Source** Client/Customers.

ASSOCIATE SAFETY ACKNOWLEDGEMENT

Associate Safety Pledge and Assignment Agreement:

I have been given general procedures and safety instructions about my Assignment at any **Primary Staffing Source** Client/Customer. My signature below means that I have received and understand the following:

- All items listed in this booklet:
(*) Basic information; dress code; personal possessions; business conduct; employment of relative and spouses; sexual/general harassment policy; general conflicts; general safety rules; evacuation procedures; use of personal protective equipment; accident reporting; procedures (timecards); available shifts (available to change); meals and breaks; pay checks; over-time; and absences and tardies.
- I will report any and all unsafe conditions to my **Primary Staffing Source** representative immediately.
- I agree to report all injuries no matter how minor, immediately to my **Primary Staffing Source** representative. Further, I understand that activities not related to my job duties such as lunch-time voluntary sports, etc. will not be covered by workers’ compensation.
- I further understand that if I do not follow these safety guidelines and/or other client safety training, I will receive disciplinary action up to and including termination from both **Primary Staffing Source** and any Client/Customer.

Name

Date

PRE-DESIGNATED TREATING PHYSICIAN NOTIFICATION FORM

Pursuant to Labor Code Section 4600, an associate has the right to designate a "Personal Physician" to treat immediately following an industrial injury. This right enables the associate to select a physician, who meets the following guidelines listed below, to direct treatment in lieu of the Employer Designated Facilities.

On _____, I, _____ designate
Date Name

_____ to direct treatment of any industrial injury immediately following the
Name of Physician
occurrence. The doctor will remain on file as my "Personal Physician" until I submit any changes in writing to my employer.

Physician's Street Address City State Zip

(_____) _____
Physician's Phone Number

Associate's Signature

Date

I HAVE SPECIFICALLY REVIEWED

ASSOCIATE INITIALS

- Harassment/Sexual Harassment Policy
- Workers' Compensation Policy
- Available Policy
- Substance Abuse Policy
- Dress Code Policy
- Confidentiality Policy
- Pre-Designated Physician Policy
- FMLA
- Safety Policy

Associate Name – Print

Date

Associate Name – Signature

XXX – XX - _____
Soc. Sec. No.