
Labor On **DEMAND**

Employee Handbook For Temporary Personnel



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Welcome to Labor On Demand!

Congratulations! If you are reading this handbook, you have made a great choice for your employer and career opportunities await! We are happy to have you on our team and we are committed to helping you fulfill your professional goals. Welcome aboard!

History, Goals, and Culture

Labor On Demand, Inc. was founded in 2003 by Lucinda Martinez-Leal and Richard Leal to provide responsive workforce solutions and flexible employment opportunities to San Antonio's diverse community.

Our goal is to become the staffing provider of choice for business organizations and an employer of choice for people seeking flexible employment or new career opportunities.

We believe our strongest asset for achieving our goals is you! We are committed to matching your skills and abilities to the best opportunities available.

Purpose of this Handbook

This handbook has been prepared to inform new employees of the policies and procedures of this company and to establish the company's expectations. It is not all-inclusive or intended to provide strict interpretations of our policies. It does not offer a contract, expressed or implied, guaranteeing employment for any length of time, and is not intended to induce an employee to accept employment with the company.

The company reserves the right to unilaterally revise, suspend, revoke, terminate or change any of its policies, in whole or in part, whether described within this handbook or elsewhere, in its sole discretion. If any discrepancy between this handbook and current company policy arises, conform to current company policy.

This handbook supersedes and replaces any and all personnel policies and manuals previously distributed, made available or applicable to employees.

Unless otherwise stated in this handbook, the contents of this handbook are applicable to temporary employees of Labor On Demand, Inc.

The information contained in this Employee Handbook is confidential and proprietary to Labor On Demand Inc. The information is for internal use only and may not be distributed outside of Labor On Demand Inc. Any use of the third party contact information contained herein does not violate your obligation to keep the contents of the Employee Handbook confidential.

Every attempt has been made to comply with all federal, state and local laws. Should any content of this handbook be found to be unlawful or illegal to federal, state and local requirements, please notify Human Resources immediately.

Declarations

Hereinafter, Labor On Demand Inc. is referred to as “Labor On Demand” or “LOD” or “Company”. Likewise, the customer of Labor On Demand to which the employee is working on assignment is referred to as the “Client” or “Assigned Client”.

At-Will Employment

Employment with LOD is at-will. An at-will employment relationship can be terminated at any time, with or without reason or notice by either the employer or the employee. The at-will employment status of each employee cannot be altered by any verbal statement or alleged verbal agreement of company personnel. It can only be changed by a legally binding, written contract covering employment status. An example of this would be a written employment agreement for a specific duration of time.

Temporary Employee Definition

Temporary employees of Labor On Demand are individuals who are eligible for temporary work assignments to support a client’s or Labor On Demand’s workforce during time periods of, including but not limited to, employee absences, temporary skill shortages, seasonal workloads, and special long- and short-term assignments and projects. Temporary personnel may work either part-time or full-time, but generally are scheduled to terminate by a certain date. Temporary employees who remain on duty past the scheduled termination remain classified as temporary.

Employment Classification

This company assigns positions, determines wages and compensates employees for overtime in accordance with state and local laws and the Fair Labor Standards Act.

Non-Exempt Employees

Non-exempt employees are those eligible for overtime pay of 1.5 times the regular hourly rate of pay for all hours worked over 40 per work week per the Fair Labor Standards Act. Most temporary personnel of Labor On Demand are considered non-exempt employees.

Exempt Employees

Exempt employees are those that are excluded from the overtime pay requirements of the Fair Labor Standards Act. Exempt employees are paid a salary, have certain types of job duties, and are expected to work beyond their normal work hours whenever necessary to accomplish the work of the company. It is uncommon, however, for a temporary employee to be qualified as exempt.

Employees should consult the Human Resources if they have questions regarding their classification as an exempt or non-employee.

WORKPLACE COMMITMENTS

Equal Opportunity Employer (EOE)

Labor On Demand Inc. (LOD) is an equal opportunity employer and does not discriminate against employees or applicants for employment on the basis of an individual's race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law. This policy applies to all terms, conditions and privileges of employment, including recruitment, hiring, placement, compensation, promotion, discipline and termination.

Whenever possible, the company makes reasonable accommodations for qualified individuals with disabilities to the extent required by law. Employees who would like to request a reasonable accommodation should contact the Office Manager.

Non-Harassment Policy /Non-Discrimination Policy

This company prohibits discrimination or harassment based on race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and is free from discriminatory practices, including, without limitation, harassment. Consistent with its workplace policy of equal employment opportunity, the company prohibits and will not tolerate harassment on the basis of race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law. Violations of this policy will not be tolerated.

Harassment is generally defined as unwelcome verbal or non-verbal conduct, based upon a person's protected characteristic, that denigrates or shows hostility or aversion toward the person because of the characteristic, and which affects the person's employment opportunities or benefits, has the purpose or effect of unreasonably interfering with the person's work performance, or has the purpose or effect of creating an intimidating, hostile or

offensive working environment. Harassing conduct includes, but is not limited to: epithets; slurs or negative stereotyping; threatening, intimidating or hostile acts; or denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group based on their protected characteristic.

It is the policy of the Company to strictly prohibit any conduct that constitutes sexual harassment, and to discipline any employee who has committed such conduct. Disciplinary action may be as severe as termination, even if such conduct constitutes a “first offense.”

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature, when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- 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.

Examples of sexual harassment include: unwelcome or unsolicited sexual advances; displaying sexually suggestive material; unwelcome sexual flirtations, advances or propositions; suggestive comments; verbal abuse of a sexual nature; sexually-oriented jokes; crude or vulgar language or gestures; graphic or verbal commentaries about an individual’s body; display or distribution of obscene materials; physical contact such as patting, pinching or brushing against someone’s body; or physical assault of a sexual nature.

It is the responsibility of management to create an atmosphere free of sexual harassment. It is the responsibility of each employee to respect the rights of fellow employees.

Vendors, contract employees and others employed by businesses doing business with and/or for the Company who are found to have violated this policy subject themselves to termination of their services and/or other appropriate action.

Complaint Procedure

Any employee who feels that he or she has encountered, experienced, or witnessed sexual harassment should immediately report the incident(s) to Human Resources of Labor On Demand. If an employee feels uncomfortable or unable to report such incident to Human Resources, the employee should report the incident directly to the Chief Operations Officer (COO) of the Company. The Company forbids retaliation against anyone who has reported alleged sexual harassment.

The Company will investigate all complaints and make a determination of whether a reasonable basis exists to believe that sexual harassment has occurred. If such reasonable basis exists, appropriate action will be taken, which may include termination of the harasser even if this is found to be a “first offense.” The company will keep complaints of sexual harassment and the terms of the resolution of the complaint as confidential as possible.

Americans With Disabilities Act

It is the policy of Labor On Demand not to discriminate against qualified individuals with a disability with regard to any aspect of employment. Labor On Demand is committed to complying with the Americans with Disabilities Act, as amended.

Labor On Demand recognizes some individuals with disabilities may require accommodations. If you are disabled or become disabled (meaning you have a mental or physical impairment substantially limiting one or more of the major life activities) and you require a reasonable accommodation, please contact Human Resources. We will discuss your disability, limitations, and determine the best possible reasonable accommodations that may enable you to perform the functions of your position, make the workplace readily accessible to and usable by you, or otherwise allow you to enjoy equal benefits and privileges of employment.

Drug-Free/Alcohol-Free Environment

Labor On Demand has a vital interest in maintaining safe, healthful, and efficient working conditions for its employees. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user, but to all those who work with the user, as well as our customers.

Labor On Demand also recognizes that its own health and future are dependent upon the physical and psychological health of its employees. Accordingly, Labor On Demand has established the following guidelines with regard to use, possession or sale of alcohol or drugs.

Labor On Demand maintains pre-employment screening practices per client instruction designed to prevent hiring individuals who use illegal drugs or individuals whose use of legal drugs or alcohol indicates a potential for unsafe or impaired performance. An applicant whose screening tests positive or refuses to submit to a screening test will be ineligible for hire.

The Company may also conduct further screenings to enforce our Drug-Free Workplace Policy. These screenings may be random selection, reasonable suspicion, or job-site accident testing. Any refusal to submit to these screenings may result in disciplinary action, up to and including termination.

The manufacture, possession, use, distribution, sale, purchase, transfer of, or being under the influence of, alcohol or illegal drugs is strictly prohibited while on Labor On Demand or Client's premises or while performing company business. Holiday gifts of alcohol, which are given or received by employees, but are not opened or consumed on company premises, although not encouraged, would not be considered a violation of this policy.

Employees will not be permitted to work while under the influence of drugs or alcohol. Individuals who appear to be unfit for duty may be subject to a medical evaluation, which may include drug or alcohol screening. Refusal to comply with a

fitness-for-duty evaluation may result in disciplinary action up to and including discharge.

Off-the-job illegal drug use which could adversely affect an employee's job performance or which could jeopardize the safety of other employees, the public or company facilities, or where such usage could jeopardize the security of Labor On Demand or Client's finances or business records, or where such usage adversely affects customers' or the public's trust in the ability of the company to carry out its responsibilities, will not be tolerated. Employees who are involved in or suspected of involvement in off-the-job drug activity will be considered in violation of this policy.

Prescription drugs or over-the-counter medications, taken as prescribed, are an exception to this policy. Employees undergoing prescribed medical treatment with a controlled substance that may affect the safe performance of their duties are required to report this treatment to their staffing manager through their personal physician.

Labor On Demand recognizes that alcohol/drug abuse is a form of illness that is treatable in nature. Labor On Demand shall not discriminate against employees based on the nature of their illness. No employees shall have their job security at Labor On Demand threatened by their seeking of assistance for a substance abuse problem.

Every effort shall be made to provide an early identification of a substance abuser, to work with and assist the employee in seeking and obtaining treatment without undue delay.

Early identification of the substance abuser shall be based upon job performance and related criteria, as well as resulting impairment on the job from the job activities. The manager of the employee shall bring such information to the attention of the designated representative for further evaluation. An employee who voluntarily seeks treatment for a substance abuse problem that requires a leave of absence for treatment shall be granted

such leave of absence. The leave of absence will be unpaid.

Nothing in this policy is construed to prohibit Labor On Demand from its responsibility to maintain a safe and secure work environment for its employees or from invoking such disciplinary actions as may be deemed appropriate for actions of misconduct by virtue of their having arisen out of the use or abuse of alcohol or drugs or both.

Background Checks and Criminal History Policy

All offers of employment at Labor On Demand are contingent upon clear results of a thorough background check that may include:

- **Social Security Verification:** validates the applicant's Social Security number, date of birth and former addresses.
- **Prior Employment Verification:** confirms applicant's employment with the listed companies, including dates of employment, position held and additional information available pertaining to performance rating, reason for departure and eligibility for rehire. This verification will be run on the past two employers or the previous five years, whichever comes first.
- **Personal and Professional References:** calls will be placed to individuals listed as references by the applicant.
- **Educational Verification:** confirms the applicant's claimed educational institution, including the years attended and the degree/diploma received.
- **Criminal History:** includes review of criminal convictions and probation. The following factors will be considered for applicants with a criminal history:
 - The nature of the crime and its relationship to the position.
 - The time since the conviction.
 - The number (if more than one) of convictions.
 - Whether hiring, transferring or promoting the applicant would pose an unreasonable risk to the business, its employees or its customers and vendors.

The following additional background searches will be required if applicable to the position:

- **Motor Vehicle Records:** provides a report on an individual's driving history in the state requested. This search will be run when driving is an essential requirement of the position.
- **Credit History:** confirms candidate's credit history. This search will be run for positions that involve management of funds and/or handling of cash or credit cards.

All applicants are required to complete an Authorization of Consent for Background Check and Criminal History form. Results of background and criminal history checks will be kept confidential and in accordance with the Fair Credit Reporting Act.

All employees of Labor On Demand are required to notify the company of any conviction, guilty plea, plea of no-contest, or any deferred adjudication, probation, pretrial diversion or any other alternative program for any crime by contacting Human Resources. Failure to notify the company of any changes in criminal history may result in disciplinary action, up to and including termination of employment.

Weapons Policy

Employees may not, at any time while on any property owned, leased or controlled by Labor On Demand, including anywhere that the company business is conducted, such as client locations, client job-sites, trade shows, restaurants, company event venues, and so forth, possess or use any weapon.

Weapons include, but are not limited to, guns, knives or swords with blades over four inches in length, explosives, and any chemical whose purpose is to cause harm to another person.

Regardless of whether an employee possesses a License To Carry (LTC) or is allowed by law to possess a weapon, weapons are prohibited on any company property. They are also banned in any location in which the employee represents the company for business purposes, including those listed above.

The Company reserves the right to inspect, search and monitor

employees and their personal property on Company, Client, Job-Site or any other work facility premises while performing Company business to ensure compliance with this Policy.

Possession of a weapon can be authorized by the company's president to allow security personnel or a trained employee to have a weapon on company property when this possession is determined necessary to secure the safety and security of company employees. Only the president, or her designee, may authorize the carrying of or use of a weapon.

Employees who violate this policy will be subject to disciplinary actions, up to and including employment termination.

Workplace Violence Policy

Labor On Demand or its clients will not tolerate, in any manner, any oral or written threats, acts, or intent to commit a violent act that jeopardizes or appears to jeopardize the safety of employees, visiting guests, or company property.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on client or Labor On Demand property is subject to immediate removal from the premises. Persons removed from the premises will remain off the property, pending the outcome of an investigation of the incident.

If an investigation substantiates that violations of this policy have occurred, Labor On Demand will initiate a decisive and appropriate response. This response may include, but is not limited to:

- disciplinary action
- suspension or termination of employment
- suspension or termination of any business relationship
- civil and/or criminal prosecution of all persons involved

You are responsible for reporting threats or threatening behavior to your staffing manager or the Human Resources department of Labor On Demand.

Workplace Safety

Establishing and maintaining a safe work environment is of great importance to Labor On Demand and our clients. Safety is the shared responsibility of everyone.

Labor On Demand strives to accept clients that provide a safe environment for our employees that complies with federal, state, and local safety regulations.

Employees are expected to familiarize themselves with client safety policies, obey such policies, and exercise caution in all work activities. Employees are asked to immediately report any unsafe conditions to their Labor On Demand representative.

Employees will be informed on an individual basis of special safety regulations related to particular jobs and work assignments, including the required use of any necessary personal protective equipment.

Violation of the Client's safety policy may result in discipline up to and including termination.

Accident Reporting

All accidents shall be reported immediately to the Labor On Demand manager, regardless of how insignificant the injury may appear. All safety hazards identified by the employee should be reported to the Labor On Demand Representative immediately.

Violation of the accident reporting policy may result in denial of worker's compensation benefits, and discipline up to and including termination.

Personal Security

Employees must be alert and aware of any potential dangers to themselves or their coworkers. Take every precaution to ensure that your surroundings are safe and secure. Report any suspicious activity to a supervisor immediately.

Labor On Demand is not responsible for items lost or stolen while

on assignment. It is the employee's responsibility to take necessary precautions to guard personal belongings and company property. Whenever possible, employees should avoid bringing valuable personal belongings to the assignment jobsite.

Open-Door Policy

The company has an open-door policy and takes employee concerns and problems seriously. The company values each employee and strives to provide a positive work experience. Employees are encouraged to bring any workplace concerns or problems they might have or know about to their supervisor or some other member of management.

COMPANY POLICIES & PROCEDURES

Code of Conduct

Labor On Demand expects our employees to adhere to a standard of professional conduct and integrity to ensure a safe, comfortable, and productive work environment. Employees should be respectful, courteous, and mindful of others' feelings and needs. Exceptional cooperation between coworkers and supervisors is expected. Individuals who act in an unprofessional manner may be subject to disciplinary action.

Dress Code

An employee's personal appearance and hygiene is a reflection on the company's character. Employees are expected to dress appropriately for their individual work responsibilities and position. Please refer to your *Assignment Information Sheet* for proper jobsite attire and required personal protective equipment (PPE).

Employment Records and Information

The Company is committed to complying with federal laws and regulations concerning verification of employment eligibility and record-keeping for employees hired to work in the United States. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States on his or her first day of employment with the company. Anyone with questions regarding any aspect of employment and/or identity verification should contact Human Resources.

It will be the responsibility of each employee to timely submit and keep current the following when applicable:

- Completed application form
- Completed W-4 form
- Completed I-9 form
- EEO Voluntary Survey Information
- Pertinent personal information to include current address,

- telephone number and emergency contact information
- Signed copy of Employee Handbook Acknowledgement form
- Signed Acknowledgement forms for safety materials and other handbooks and policies required for assignments

We expect the following from each employee:

- A working telephone number
- Reliable transportation to and from assignments
- When on assignment, we expect you to be on time, to be dependable, to produce your best effort and to complete the full length of the assignment.

Access to Personnel Files

The company maintains personnel files on all employees in accordance with employment regulations and company need. These files are kept confidential. Employees may review their personnel file upon request to Human Resources.

It is important that personnel files accurately reflect each employee's personal information. Employees are expected to inform the company of any change in name, address, home phone number, mobile number, home address, marital status, number of dependents, and emergency contact information.

Verification of Employment Disclosure Policy

Prospective employers, financial institutions and residential property managers routinely contact employers, including Labor On Demand for information on a former or current employee's work history and salary.

All such requests of this type should be referred to and handled by the Human Resource (HR) department. Responses to written requests for verification of employment will be made on the form provided only when the request is accompanied by a former or current employee's signed authorization to release such information.

A written verification of employment form that has been completed by the HR department will be returned directly to the

requesting party. Telephone requests for verification of employment by prospective employers, financial institutions and residential property managers will be limited to confirming information stated by the external party. Salary information will not be provided over the telephone.

Rights of Privacy

Labor On Demand and Clients retain the right to access all company or Client property including computers, desks, file cabinets, storage facilities, and files and folders - electronic or otherwise - at any time. Employees should not entertain any expectations of privacy when on company or client grounds or while using company property.

Labor On Demand and its clients reserve the right to conduct searches of employees at any time while on Labor On Demand's or its clients' property. These searches may include, but are not limited to, an inspection of employee's person, computer equipment (including hard drive and other removable storage devices), electronic communications (including email, text messages and voicemail), locker, desk, bag, coat, purse, briefcase, tool box, or other such containers, as well as vehicles parked on Labor On Demand's or its clients' property. Therefore, you should have no expectation of privacy with respect to such items. Furthermore, clients may, in accordance with applicable law and in the furtherance of its business interests, monitor or record your telephone conversations conducted over the client's phone network. You may also be required to display items for visual inspection upon Labor On Demand or its clients' request. Failure to consent to such search or display for visual inspection, may be grounds for termination. Should you improperly remove any items from Labor On Demand or its client or engage in unlawful activity while at the assignment, you may be subject to discipline, up to and including termination.

Labor On Demand may share certain personnel/human resource data concerning its employees with nonaffiliated third parties, including but not limited to third party administrators, when they are acting on our behalf, or acting jointly with us for the purpose of

processing payroll, Workers' Compensation claims, unemployment benefits or any other such matter related to employment. Such data may include name, address, Social Security number, employee ID number, job description, and related information. We may also share such data with our clients in connection with providing services to them. In addition, such data may be shared with other parties as permitted or required by law such as credit bureaus, government entities, in responding to subpoenas and other legal processes, and those with whom you have requested us to share information

Job Site Privacy

You are reminded that the computer, desk and file cabinets you are provided to facilitate your work at the Client's premises, remain the property of the Client. Nothing of a personal nature should be maintained therein. Additionally, from time to time, someone may have to find something in your office in your absence, which would entail opening drawers and cabinets. Be mindful of such occurrences. No right of privacy attaches to these items.

Internet, Email, and Social Media Policy

The Internet is a powerful communication tool and a valuable source of information. However, an employee's improper use of employer or client provided Internet services can waste time and resources and create legal liability and embarrassment for both Labor On Demand and the employee.

Internet service includes, but is not limited to, e-mail, FTP, Telnet, web browsing, and Usenet or newsgroups. This policy applies to any Internet service that is:

- Accessed on or from any client's premises;
- Accessed using client computer equipment or via company-paid access methods; and/or
- Used in a manner that identifies the individual with the client company.

Some of our clients provide Internet services for employees business use. All messages are subject to the examination and

audit mentioned below, and should not be considered 'private'. Use of The Client's facilities concedes any right to privacy and additionally subjects you to other guidelines and policies with respect to acceptable content and acceptable volume. Where and when necessary, "acceptable volume" will be decided on a case-by-case basis. Any personal use of Internet services is strictly prohibited.

Employees are strictly prohibited from using client-provided Internet services in connection with any of the following, but not limited to, activities:

- Accessing personal email or social networking sites such as Facebook, Twitter, Snapchat, Instagram, kik, etc.
- Engaging in illegal, fraudulent, or malicious conduct
- Working on behalf of organizations without any professional or business affiliation with the Company or the Client
- Sending, receiving, or storing offensive, obscene, or defamatory material
- Annoying or harassing other individuals
- Sending uninvited e-mail of a personal nature
- Monitoring or intercepting the files or electronic communications of employees or third parties
- Obtaining unauthorized access to any computer system
- Using another individual's account or identity without explicit authorization
- Attempting to test, circumvent, or defeat security or auditing systems of the Company or any other organization without prior authorization
- Distributing or storing chain letters, jokes, solicitations, offers to buy or sell goods, or other non-business material of a trivial or frivolous nature

Employees violating this policy are subject to discipline, up to and including termination of employment. Employees using the client's computer system for defamatory, illegal, or fraudulent purposes also are subject to civil liability and criminal prosecution.

Use of Company Property

Company property, such as equipment, vehicles, telephones, computers, and software, is not for private use. These devices are to be used strictly for company business, and are not permitted off grounds unless authorized. Company property must be used in the manner for which it was intended. Upon termination, employees are required to surrender any company property they possess.

Company computers, Internet and e-mails are a privileged resource, and must be used only to complete essential job-related functions. Employees are not permitted to download any “pirated” software, files or programs and must receive permission from a supervisor before installing any new software on a company computer. Files or programs stored on company computers may not be copied for personal use.

Phones are provided for business use. The company requests that employees not receive personal calls while on duty. If urgent, please keep personal calls to a minimum and conversations brief. Personal long distance calls are not permitted.

Employees are reminded that they should have no expectation of privacy in their use of company computers or other electronic equipment.

Violations of these policies could result in disciplinary action.

Job Site Property

Client provides certain supplies and equipment for the use of employees in performing their duties. Such materials are the property of the Client and shall be treated as such, and should remain on the premises of the Client. In the event of a termination or separation of employment with the Company, any and all materials, including this employee handbook, shall be appropriately returned to the Company and the Client.

Work Assignments

Although you will be performing work for a variety of Labor On Demand clients, we are your employer. Your timecard and wages

are processed and paid by Labor On Demand and we are your employer of record through various employment regulatory agencies. Therefore, your Staffing Manager is your point of contact to address any questions or concerns about your assignment, working environment, work schedule and pay.

Please do not approach the client about full-time employment. If you have an interest in a position, let your Staffing Manager know and we will work diligently on your behalf to obtain permanent placement for you if available.

Client Confidentiality

Labor On Demand employees acknowledge that our client's trade secrets, private or secret processes, products, development, technical information, financial information, procurement and sales activities and procedures, promotion and pricing techniques, credit and financial data concerning customers and other confidential information called proprietary information are valuable, special and unique assets of clients, access to and knowledge of which are essential to the performance of Labor On Demand employees' duties. In light of the highly competitive nature of the industries in which our client's business is conducted, the Labor On Demand employee agrees that all proprietary information heretofore or in the future obtained as a result of the employee's association with our clients shall be considered confidential. In recognition of this fact, employees will not disclose any of such proprietary information under any circumstances unless such proprietary information has been publicly disclosed, or upon written advice of legal counsel that the employee is legally required to disclose such proprietary information.

While On Assignment

It is the responsibility of the Employee to comply with all codes of conduct, safety policies, operational policies and procedures of the Company and our Client while on assignment. Assigned employees are also expected to:

- Promptly bring any and all complaints or disputes about your pay, your assignment, or working conditions to HR.

- Behave in a professional manner.
- Follow timekeeping and reporting procedures.
- Arrive on time each day of your assignment.
- Dress appropriately for each assignment. Your Assignment Information Sheet will tell you what to expect, but when in doubt always dress more conservatively.
- Be professional and do not be afraid to ask questions on the job about the tasks you are performing. If you are unsure of something, check with a jobsite supervisor.
- Refrain from making personal calls while on assignment. If you must make a personal call, do so during a break. Making long distance calls while on assignment is not permitted and could result disciplinary action including termination.

Contact your Labor On Demand representative if any of the following occur:

- You are requested to perform any duties other than the ones described to you when you accepted the assignment.
- The client has dismissed you for cause.
- You are entitled to a meal break but are not being provided time for one or are being prevented from taking one.
- Upon completion of assignment, contact your Labor On Demand Representative between the hours of 8am - 5pm.
- You cannot report to work or will be late for any reason.
- You are injured while on assignment.
- Any time you are available for work and would like to be considered for an assignment.
- Your assignment is ending, contact Labor On Demand within 24 hours of completion of each assignment.
- If a client offers you a full-time position, remind them that you are employed by Labor On Demand. You may certainly consider the offer, but you must notify your Labor On Demand Representative.
- The client requests that you work overtime.
- You change your name, telephone number or address.
- You believe you are experiencing any type of harassment, unlawful discrimination or discrimination prohibited by Labor On Demand policy while on assignment, please let us know immediately.

- You are convicted of a crime other than a minor traffic violation.
- You have a complaint or dispute about your pay, assignment or working conditions
- You are requested for Jury or Witness Duty.

Transportation to Job Site

For some job assignments, Labor On Demand provides transportation to and from the job site. Transportation is provided as a convenience to the employee and may include a small fee. An employee may elect to have the transportation fee deducted from their paycheck by authorizing the deduction in writing. Please refer to your Assignment Information Sheet provided by your staffing manager for more information.

While not on assignment

For time periods when you are not assigned to a client, to be considered available for work you must register yourself as available for work each day by signing the Availability Log located at any Labor On Demand office. Registration on the Availability Log must be completed by 8 am to be eligible for placement on that day. If you do not register on the Availability Log, Labor On Demand will assume that you have quit or are no longer searching for work. Failure to register daily while unassigned on the Availability Log may adversely affect your ability to collect unemployment benefits.

Timekeeping and Reporting

Labor On Demand requires that you complete and submit an approved timecard to Labor On Demand each week that you are on assignment.

Timecard

Approved timecards vary depending on assignment. It is your responsibility to know the approved timecard for your assignment. The *Assignment Information Sheet* provided by your staffing manager should contain the approved timecard information. Please contact your staffing manager with any timekeeping or timecard questions.

Timecard Submittal

Your timecard must be submitted no later than noon Monday following the week in which the work was performed. You must include your name, the week ending date, the last four digits of your social security number, signature, and the client's authorized approval manager's signature for correctly reporting hours worked. If you fail to submit your timecard by noon on the Monday following the week in which the work was performed, your timecard may not be processed that week and your check may be delayed up to one week.

Your timecard may be submitted in person, via fax or email. The *Assignment Information Sheet* will contain directions for submitting your timecard based on your assignment. It is your responsibility to ensure your timecard is submitted properly for prompt payment. Please consult with your staffing manager with any questions regarding timecard submittal.

Labor On Demand is your employer and all discussion concerning pay or time reporting must be directed to your staffing coordinator or a Human Resources representative. Your timecard (whether paper or electronic) is the document from which you will be paid. It is essential that it be filled out truthfully, correctly, completely and submitted timely. Falsifying time reports is grounds for immediate dismissal.

Overtime Policy

Overtime is permitted only when pre-approved and ordered by the client. Please contact your staffing manager if you are asked to work overtime by the client.

Temporary employees are not permitted to work more than 40 hours per week by accumulating hours from multiple clients and or assignments. Violations of this policy could result in disciplinary action, up to and including termination.

Wages and Payroll

In most circumstances, you will be paid an hourly wage for each assignment, determined by the client, assignment requirements, your skills, and the wage rates in your local area. For this reason, your hourly wage may vary with each assignment. Your staffing manager will provide you with an *Assignment Information Sheet* that contains your wage information before you accept an assignment.

Pay Period and Frequency

The standard pay period and pay frequency for most temporary employees is weekly. The pay period begins on Monday and ends Sunday. Exceptions may exist due to specific client service agreements. The *Assignment Information Sheet* provided by your staffing coordinator will specify any exceptions.

Payday

Payday is the Friday following the pay period that you worked unless otherwise notified in writing.

Please note: timecard deadline and payment schedules will sometimes vary due to holidays or weather. If payday falls on a holiday, payroll will be disbursed the preceding business day.

Payment of Wages

Labor On Demand offers employees two (2) options for receiving payment of wages.

- Payment by Direct Deposit (Not available for Daily Pay)
- Payment by Check

Employees who would like to be paid via direct deposit must complete the Direct Deposit Information form. Wages paid by direct deposit will post to your bank account and a paycheck stub will be emailed to you. Please contact your staffing manager for more information about direct deposit.

For employees not electing direct deposit, paychecks will be distributed on Friday according to assignment. Please contact your staffing manager or review your *Assignment Information Sheet* for how your paycheck will be distributed.

Your paycheck stub will reflect your hours worked for the pay period, gross pay, itemized deductions, and your net paycheck. Year to date totals will also be included. Please do not hesitate to contact your staffing manager with any discrepancies or concerns.

Wage Deductions

Labor On Demand will deduct all payroll taxes, court-ordered garnishments, and other deductions as required by law from your paycheck. These may include, but not limited to: Federal, State and City withholding taxes, Social Security and Medicare taxes, child support, tax levies, and student loan repayment garnishments. Labor On Demand may also deduct from your paycheck deductions authorized in writing by you. These elected deductions may include deductions for insurance or additional federal withholdings. Please consult with your staffing manager or contact Human Resources with any questions regarding deductions from your paycheck.

W-2 Wage and Tax Issuance

W-2 Wage and Tax Statements will be mailed to the address the Company has on file for you by January 31st of the following year. It is your responsibility to ensure Labor On Demand has your current mailing address on record. Any change in name, address, telephone number, marital status or number of exemptions claimed by an employee must be reported to Human Resources immediately to ensure timely delivery of your W-2 form.

Lost Paycheck Policy

Notify your staffing manager if your paycheck has been lost or stolen. The company reserves the right to charge a replacement fee for any lost paychecks.

Payroll advances and Employee Loans

Advances on paychecks and employee loans are not permitted.

Wage Overpayment/Underpayment Policy

In the unlikely event that there is an error in the amount of pay, employees should promptly bring the discrepancy to the attention

of Human Resources or their staffing manager so that corrections can be made within three (3) business days.

If the employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment. No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If a wage overpayment occurs, the overpayment will be regarded as an advance of future wages and will be deducted in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid.

We ask that employees realize that pay errors are not intentional and that employees be understanding and patient if such an event occurs as the company works to correct the error.

Business Expense Reimbursement Policy

As a temporary employee, incurring business related expenses eligible for reimbursement is unlikely. Please consult with your Staffing Manager prior to incurring any expense you may believe is reimbursable for approval. Failure to do so may result in the Expense Reimbursement request being denied.

In the rare event a business related expense is incurred, all employees must complete a Business Expense Reimbursement Form for all business expenses such as mileage, office supplies, travel, meals, and other miscellaneous expenses.

Receipts for the expense must be attached on the 2nd page of the Business Expense Reimbursement Form. The form must be signed by your Labor On Demand representative for approval. Any authorized expense reimbursement will be added to your pay for the pay period the expense reimbursement was submitted.

Benefits

Due to the inherent short-term nature of temporary employment, Labor On Demand is generally unable to provide the benefits one would expect from a traditional full-time employer. The company does provide benefits mandated by law, specific client service

agreements, and other unique circumstances. Please feel free to contact your Labor On Demand representative with any benefit questions. The following benefits are provided to qualifying temporary employees as required by law.

Medical Insurance (Affordable Care Act)

In accordance with the Affordable Care Act, temporary employees, who have reached a total of 1560 hours during the look-back period of the last ended 12 months, and have continued to work 30 or more hours a week for the next 90 days after the look-back period, are eligible for group medical coverage.

Medical insurance benefits are paid in part by the company. The remainder of the cost is the employee's responsibility. Employees can receive details about benefits provided, contribution rates and eligibility from Human Resources.

Workers Compensation

Labor On Demand provides workers' compensation insurance coverage for all employees. If an employee is injured on the job, the employee may be entitled to workers' compensation benefits in accordance with state law. In order to be eligible for benefits, employees should report any injury immediately, no matter how insignificant, to their Labor On Demand representative.

Labor On Demand policy and procedure related to an employee who is injured on the job include, but are not limited to the following guidelines:

- Any injured employee should seek medical attention first if they are seriously injured or unsure of the severity of the injury.
- Employees should contact their staffing manager to ensure proper treatment is received and to complete a First Report of Injury form as soon as practical, **within 24 hours**.
- Injured employees must submit to a company approved post-accident drug test, as soon as practical, **within 8 hours of an injury**. Failure to do so may result in disciplinary action, up to and including termination of employment.
- If the employee fails to report to a scheduled appointment, it

will be considered failure to report to work and may be subject to Labor On Demand discipline policy

- Employees not following their physician's/medical professional's plan of treatment and/or restrictions will be subject to discipline up to and including termination
- The rapid and efficient return of the employee to his or her job, or an alternate position until the attending physician/medical professional releases the employee to regular duties, is the desired outcome of workers' compensation incidents
- Refusal of a modified or light duty assignment may result in loss of your workers' compensation benefits

An employee who is on workers' compensation leave may be required to provide Labor On Demand with statements from a medical professional concerning the employee's present ability to work.

Employees who have been on workers' compensation leave will not be permitted to return to work without a medical professional's certification/medical release form satisfactory to Labor On Demand.

If there is any question concerning an employee's abilities as a result of any restriction or limitation, Labor On Demand reserves the right to seek clarification from a licensed medical professional, including a physician or other medical professional designated by Labor On Demand.

Labor On Demand has chosen Texas Medical Clinic to manage the health care and treatment you may receive if you are injured at work. Texas Medical Clinic is a certified workers' compensation health care network approved by the state of Texas to provide care for work related injuries. They are also trained in getting people back to work safely.

Attendance Policies

General Attendance

It is essential for your success and the success of LOD, that we provide quality service to our clients. Dependable and prompt attendance at work is expected of all employees to ensure our client's satisfaction.

Employees are expected to report for work on time, on a regular basis. Absences and/or tardiness are disruptive, expensive, and can place an unfair burden on our clients, other employees, and managers.

Absences

EXCUSED ABSENCE: An excused absence from your scheduled work time is caused by conditions over which the employee has no control or an absence that has been previously approved by both your Labor On Demand supervisor and the Client.

UNEXCUSED ABSENCE: An unexcused absence is an absence from your scheduled work time caused by conditions over which the employee has control or an absence that has not been previously approved by both your Labor On Demand supervisor and the Client.

Each incident of absenteeism will be evaluated on its own merits. The manager will determine whether an absence is excused or unexcused and will inform the employee of the decision.

ADVANCE NOTICE: If an employee knows he/she will be unable to work all or part of their scheduled shift, the employee's staffing manager must be notified at least sixty (60) minutes in advance of the scheduled shift, stating the reason for the absence. It is important to give notice of your absence during regular business hours. If this is not possible, you may call the Labor On Demand office and leave a message.

Providing advance notice is required and does not impact the decision of whether the absence is excused or unexcused.

NOTIFICATION: An absent employee must notify the employee's staffing manager each day of the absence status and report his/her availability to return to work, sixty (60) minutes prior to starting time, or earlier if possible.

The employee **MUST PERSONALLY** call the employee's Labor On Demand staffing manager, unless they are physically unable to call due to an emergency in which case another person may notify the employee's immediate manager as soon as possible. If the employee calls the Client but fails to call Labor On Demand, the absence may be considered unexcused.

LACK OF NOTIFICATION: An employee, who is absent three consecutive work days without providing any notification, will be considered to have voluntarily quit, and will be removed from the available candidate pool. For the purposes of unemployment benefits, Labor On Demand will consider this action job abandonment. Job abandonment will release Labor On Demand from any and all claims for unemployment benefits and any claims for unemployment benefits may be denied.

The disciplinary action is as follows:

- Two (2) unexcused absences accrued in a 6-month period results in a written warning.
- Three (3) unexcused absences accrued in a 6-month period results in termination.

Excessive absenteeism whether excused or unexcused prevents Labor On Demand from operating in the normal course of business. Employees who are determined to have excessive absenteeism are subject to disciplinary action and/or termination.

Tardiness

Tardiness is defined as employees reporting to work after their scheduled time. This includes the lunch and/or break periods, regardless of how much time has passed. It is as important to

be on time as it is to be present for work. Our clients depend on your presence to operate in the normal course of business.

The disciplinary action is as follows:

- Three (3) unexcused tardy arrivals accrued in a 6-month period results in a written warning.
- Four (4) unexcused tardy arrivals accrued in a 6-month period results in termination.

Breaks

Breaks are determined by the client according to their workplace policy. Periodic restroom breaks are acceptable when in accordance with client policy.

Leave Policies

Vacation

With the exception of specific client service agreements, Labor On Demand is unable to provide paid vacation due to the inherent short-term nature of temporary employment. Any vacation taken by a temporary employee will be unpaid.

If you desire to take an unpaid vacation, please contact your Labor On Demand representative. Please be aware that an unpaid vacation will be treated as a break in employment and may result in your removal from your current assignment.

Holidays

With the exception of specific client service agreements, Labor On Demand is unable to provide paid Holidays due to the inherent short-term nature of temporary employment. In fact, the demand for a temporary employee may arise to fill the void of a client's workforce taking holiday leave.

Please feel free to contact your Labor On Demand representative regarding Holiday pay and work schedule specific to your assignment.

Sick Time

With the exception of specific client service agreements, Labor On Demand is unable to provide paid sick time due to the inherent short-term nature of temporary employment. Sick time will be unpaid and requests are in accordance with the attendance policies noted earlier in this handbook.

Personal Time

With the exception of specific client service agreements, Labor On Demand is unable to provide paid personal time off due to the inherent short-term nature of temporary employment. Personal time will be unpaid and requests are in accordance with the attendance policies later in this handbook.

Other Leaves of Absence (FMLA, Jury Duty, Military, ect.)

All other types of leave such as leave under the Family Medical Leave Act, Jury Duty, Military service obligations, or general leaves of absence will be granted in accordance with applicable employment laws.

All leaves of absence are generally unpaid and may result in removal from your job assignment. If you are removed from your job assignment, Labor On Demand will make a good faith effort to reassign you to an equivalent job assignment similar in duties and pay to your previous one. No guarantees can be made that equivalent job assignments will be available due to the inherent short-term nature of temporary employment with our clients.

Discipline Policy

Grounds for Disciplinary Action

The company reserves the right to discipline and/or terminate any employee who violates company policies, practices or rules of conduct. Poor performance and misconduct are also grounds for discipline, up to and including termination.

The following actions are unacceptable and considered grounds for disciplinary action. This list is not comprehensive; rather, it is meant merely as an example of the types of conduct that this company does not tolerate. These actions include, but are not limited to:

- Engaging in acts of discrimination or harassment in the workplace
- Possessing, distributing or being under the influence of illicit controlled substances
- Being under the influence of a controlled substance or alcohol at work, on company premises, or while engaged in company business
- Unauthorized use of company property, equipment, devices or assets
- Damage, destruction or theft of company property, equipment, devices or assets
- Removing company property without prior authorization or disseminating company information without authorization
- Falsification, misrepresentation or omission of information, documents or records
- Lying
- Insubordination or refusal to comply with directives
- Failing to adequately perform job responsibilities
- Excessive or unexcused absenteeism or tardiness
- Disclosing confidential or proprietary company information without permission
- Illegal or violent activity
- Falsifying injury reports or reasons for leave
- Possessing unauthorized weapons on premises

- Disregard for safety and security procedures
- Disparaging or disrespecting supervisors and/or co-workers
- Any other action or conduct that is inconsistent with company policies, procedures, standards or expectations

This list exhibits the types of actions or events that are subject to disciplinary action. It is not intended to indicate every act that could lead to disciplinary action. The company reserves the right to determine the severity and extent of any disciplinary action based on the circumstances of each case.

Disciplinary action is any one of a number of options used to correct unacceptable behavior or actions. Discipline may take the form of oral warnings, written warnings, probation, suspension, demotion, discharge, removal or some other disciplinary action, in no particular order. The course of action will be determined by the company at its sole discretion as it deems appropriate.

Termination Policy

Employment with the company is on an at-will basis and may be terminated voluntarily or involuntarily at any time.

Upon termination, an employee is required:

- To turn in all reports and paperwork required to be completed by the employee when due and no later than the last day of work
- To return all files, documents, equipment, keys, access cards, software or other property belonging to the company that are in the employee's possession, custody or control, and turn in all passwords to his/her supervisor
- To participate in an exit interview as requested by **their supervisor**

Voluntary Termination

The company recognizes that personal situations may arise which require a voluntary termination of employment. Should this occur, the company requests that the employee provide two weeks advance notice in writing. This request does not alter an employee's at-will relationship with the company.

All rights and privileges of employment with the company terminate upon the date of separation. Terminating employees are required to return all company property assigned to them. Failure to do so may result in the delay of their final paycheck.

Final Paycheck

Employees who terminate employment with the company will be given their final paycheck **by the end of the week after termination**. Should the employee be unable to personally retrieve their paycheck, it will be mailed to the address on file.

COBRA Continuation of Health Benefits

Under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), a qualified employee who terminates employment (for reasons other than gross misconduct on the employee's part) or who loses health and dental coverage due to a reduction in work hours may temporarily continue group health and dental coverage for him/herself, his/her spouse, and any covered dependent children at the full premium rate plus administrative fees. That eligibility normally extends for a period of eighteen (18) months from the qualifying date. For more information regarding COBRA health insurance benefits, contact Human Resources

Exit Interview

The company may request an exit interview upon notice of termination. The purpose of the exit interview is to complete necessary forms, collect company property and discuss employment experiences with the company.

Important Contact Phone Numbers

For any life threatening injury or situation, call 911

Main Office 210-736-1400

Human Resources (HR) 210-201-0537

Staffing Manager – Refer to *Assignment Information Sheet* or contact HR

Office Locations

Culebra Office
851 Culebra Road
San Antonio, Texas 78201

Balcones Heights Area
4241 East Piedras Drive
Suite 150
San Antonio, Texas 78228

Acknowledgement of Receipt of Employee Handbook

Employee Copy – Keep with handbook

I acknowledge that I have read and have access to the Employee Handbook. I understand that I am responsible for reading the information contained in the Handbook.

I understand that the Handbook is intended to provide me with a general overview of the company’s policies and procedures. I acknowledge that nothing in this Handbook is to be interpreted as a contract, expressed or implied, or an inducement for employment, nor does it guarantee my employment for any period of time.

I understand and accept that my employment with the company is at-will. I have the right to resign at any time with or without cause, just as the company may terminate my employment at any time with or without cause or notice, subject to applicable laws. I understand that my at-will employment cannot be altered by any verbal statement or alleged verbal agreement made by company personnel. It can only be changed by a legally binding, written contract covering employment status.

I understand that the company may revise, suspend, revoke, terminate, change or remove, prospectively or retroactively, any of the policies or procedures outlined in this Handbook or elsewhere, in whole or in part, with or without notice at any time, at the company’s sole discretion. I also understand the current handbook is available to me at all office locations and online at <http://www.lodstaffing.com>.

(Signature of Employee)

(Last 4 SSN)

(Print Name)

(Date of Birth)

(Date)

(Company Representative)

Notes

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Acknowledgement of Receipt of Employee Handbook

Employer Copy – Detach and retain for records

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(Signature of Employee)

(Last 4 SSN)

(Print Name)

(Date of Birth)

(Date)

(Company Representative)