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## INTRODUCTION

An interesting and challenging experience awaits you as an employee of Workco Staffing Services. To answer some of the questions you may have concerning the Company and its policies, we have written this handbook. Please read it thoroughly and retain it for future reference. The policies stated in this handbook are guidelines only and are subject to change at the sole discretion of Workco Staffing Services, as are all other policies, procedures, benefits, and other programs of Workco Staffing Services. From time to time, you may receive updated information concerning changes in policy. If you have any questions regarding any policies, please ask the Human Resource Coordinator for assistance.

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**This handbook is not a contract, express or implied, guaranteeing employment for any specific duration. Your employment relationship is “at-will” and may be terminated at any time, for any reason, with or without cause or notice. Please understand that no supervisor, manager, or representative of Workco Staffing Services other than the owners has the authority to enter into any agreement with you for employment for any specified period of time or to make any promises or commitments contrary to the foregoing. Further, any employment agreement entered into by the owners shall not be enforceable unless it is in a formal written agreement and signed by you and one of these designated company representatives.**

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We wish you the best of luck and success in your position and encourage any questions you may need answered.

## WORKCO STAFFING SERVICES' HISTORY

In business since 1981, **WORKCO Staffing Services** has become the acknowledged leader of East Texas in the Personnel/HR and Staffing Industry. Starting from a small office next to the historic Texas Theater in Athens, Frieda Doolen and daughter Christine Russell have seen their dream grow into offices located in Athens and Palestine.

**WORKCO Staffing Services** specializes in strategic clerical and light industrial staffing throughout East Texas. **Workco's HR Consulting Division** was created in 1997 to provide answers to our current client's Personnel/HR questions and problems. The **HR Division** offers On-Site Management, Managed Services (Substance & Skills Testing and Background Investigations), Fee Placement and Personnel/HR Consultation.

All offices have their own staff and are comfortable handling diverse volumes of people and are experienced in complete initial employment for large corporations or single placement on a part-time basis. Each staff associate is thoroughly trained for their particular role and accustomed to dealing with a multitude of people, professionally and confidentially.

## EQUAL EMPLOYMENT OPPORTUNITY POLICY

Equal Employment Opportunity has been and continues to be both policy and practice at Workco Staffing Services. Workco Staffing Services provides equal employment opportunity to all employees and applicants without regard to age, race, creed, color, religion, national origin, sex, disability, veteran status, marital status, or any other protected status in accordance with applicable federal, state and local laws.

This policy governs all areas of employment at Workco Staffing Services including recruiting, hiring, training, assignments, promotions, compensation, benefits, discipline and terminations.

In addition, Workco Staffing Services does not discriminate against any employee or applicant in work assignments, does not invite or honor discriminatory job orders or request by clients, and does not “code” applications or other documents to record the status of any applicant or employee.

Any employee who violates this Policy will be subject to discipline, up to and including the possibility of discharge.

I hereby acknowledge that Workco Staffing Services is an equal opportunity employer, and that I have received a copy of the Company’s written Equal Employment Opportunity (“EEO”) policy. As a condition of my employment and continued employment with Workco Staffing Services, I agree to personally abide by the Company’s EEO policy of non-discrimination in all aspects of my job.

### **PROHIBITION OF HARASSMENT**

It is Workco Staffing Services policy that all employment relationships shall be conducted in an environment that is not hostile or offensive. Harassment based on an individual’s age, race, creed, color, religion, national origin, sex, sexual orientation, disability, or marital status, or any other basis prohibited by applicable local, state, or federal law will not be tolerated. Harassment includes, but is not limited to: verbal harassment, physical harassment, visual forms of harassment, and sexual harassment.

If you believe that you have been subject to harassment by a supervisor, management official, fellow employee, customer, client, vendor or any other person in connection with your employment at Workco Staffing Services, you should immediately bring the matter to the attention of your immediate supervisor and Workco Staffing Services’ Human Resource Coordinator.

All complaints of harassment will be investigated promptly and if found guilty of unlawful employee harassment, filing a frivolous complaint or providing false information regarding a complaint, corrective action will be taken. Any investigation of such complaints will be treated as confidentially as possible. No employee will be punished or suffer any adverse employment action as a result of bringing any good faith harassment complaint to the Company’s attention.

## **FAMILY AND MEDICAL LEAVE**

Workco Staffing Services fully complies with the Family and Medical Leave Act of 1993 (“FMLA”). An eligible employee may take up to 12 workweeks of unpaid leave in a 12-month period for one of the following reasons:

1. Birth or placement for adoption or foster care of a child.
2. Care for an employee’s family member (spouse, child or parent) with a serious health condition; or
3. The employee’s own serious health condition that renders the employee unable to perform his/her job functions.

### **Employee Eligibility**

1. Have worked for Workco Staffing Services for at least 12 months; and
2. Have worked at least 1250 hours over the 12 months preceding commencement of the leave.

### **Leave Year**

The leave year will be a “rolling” 12 month period measured backward from the date an employee uses FMLA leave. Each time an employee takes FMLA leave, the remaining leave entitlement is the balance of 12 weeks not used in the preceding 12 months.

Leave for birth or placement for adoption or foster care must commence within 12 months of the birth or placement. Leave may begin before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed. An expectant mother may take leave before the birth of the child for prenatal care or if her condition makes her unable to work. This type of leave would be considered medical rather than family leave.

Married couples in which both spouses are employed by Workco Staffing Services are only entitled to a total of 12 workweeks of family leave to care for a newborn or a child placed for adoption or foster care.

### **Intermittent Leave**

Employees may take FMLA leave intermittently or on a reduced schedule-which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule-whenver medically necessary to care for a family member with a serious health condition, or because the employee has a serious health condition and is unable to work.

### **Job Restoration**

Upon return from FMLA leave, Workco Staffing Services will restore the employee to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, the FMLA does not entitle a restored employee to any more rights, benefits, or employment beyond that to which the employee would have been entitled had the employee not taken FMLA leave.

An employee’s use of FMLA leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave.

### **Notice and Certification**

Employees seeking to use FMLA leave will be required to provide the following:

1. Thirty days advance notice of the need to take FMLA leave when the leave is foreseeable or, if the need for leave is unforeseeable, notice as soon as practicable.
2. Medical certification supporting the need for FMLA leave due to a serious health condition affecting the employee or an immediate family member.
3. Periodic reports during FMLA leave regarding the employee’s status and intent to return to work.
4. If leave was taken because of the employee’s own serious health condition, medical certification that the employee is able to return to work.

When FMLA leave is needed to care for an immediate family member with a serious health condition or the employee’s own serious health condition, and is for planned medical treatment, the employee must try to schedule the treatment so as not to unduly disrupt the company’s operations.

Workco Staffing Services will furnish an employee with information regarding the employee’s rights and responsibilities under the FMLA when the employee gives notice of his/her intent to take FMLA leave.

## **MEDICAL EXAMINATIONS**

As part of Workco Staffing Services' employment procedures, an applicant may be required to undergo a post offer pre-employment medical examination and/or an alcohol and drug screening that are conducted by an appointed representative designated by Workco Staffing Services. Any offer of employment that an applicant receives from Workco Staffing Services is contingent upon, among other things, satisfactory completion of this examination and screening and a determination by Workco Staffing Services and its examining physicians that the applicant is capable of performing the essential functions of the position that has been offered, with or without a reasonable accommodation.

As a condition of continued employment, employees may also be required to undergo periodic alcohol and drug screenings and or medical examinations that confirm employee is still capable of performing essential functions of the job, at times specified by Workco Staffing Services or the client company. In connection with these examinations, employees are required to provide Workco Staffing Services with access to their medical records, if requested. Further, it should be understood that Workco Staffing Services receives a full medical report from its examining physicians regarding the employee's state of health. All company -required medical examinations and alcohol and drug screenings for continued employment are paid for in full by Workco Staffing Services.

Questions about medical examinations or alcohol and drug screening should be directed to the Human Resource Coordinator.

## **PERSONNEL FILES**

Workco Staffing Services maintains personnel files on each employee. These files contain documentation regarding all aspects of the employee's tenure with Workco Staffing Services, such as performance appraisals, disciplinary warning notices, salary information and letters of commendation. You may review your personnel file on an annual basis. If you are interested in reviewing your file, contact the Human Resource Coordinator to schedule an appointment.

To ensure that your personnel file is up to date at all times, notify your Human Resource Coordinator of any changes in your name, telephone number, home address, marital status, number of dependents, individuals to notify in case of an emergency and so forth.

## **NONDISCRIMINATION AND ACCOMMODATION OF INDIVIDUALS WITH DISABILITIES**

Workco Staffing Services complies with the Americans With Disabilities Act and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. Workco Staffing Services also provides reasonable accommodation for such individuals in accordance with these laws. It is Workco Staffing Services policy to, without limitation:

- Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.
- Administer medical exams (a) to applicants only after conditional offers of employment have been extended, and (b) to employees only when justified by business necessity, such as for a second medical opinion or a fitness-for-duty exam.
- Keep all medical-related information confidential in accordance with the requirements of the ADA and retain such information in separate confidential files.
- Provide applicants and employees with disabilities with reasonable accommodation, except where such an accommodation would create an undue hardship on Workco Staffing Services.
- Notify individuals with disabilities that Workco Staffing Services provide reasonable accommodation to qualified individuals with disabilities, by including this policy in Workco Staffing Services employee handbook.

## **WORK HOURS**

Workco Staffing Services defines its work week as Sunday through Saturday. The time of your meal period will be determined by the client company supervisor. Daily and weekly work schedules may be changed from time to time at the discretion of Workco Staffing Services or the client company to meet the varying conditions of business.

## **RECORDING WORK HOURS**

It is the policy of Workco Staffing Services to comply with applicable laws that require records to be maintained of the hours worked by our employees. To ensure that accurate records are kept of the hours you actually work (including overtime hours where applicable) and to ensure that you are paid in a timely manner, you will be required to record your time worked and your absences on Workco Staffing Services' or the client company's official time record form.

Once you have accepted an assignment you must report to Workco Staffing Services' office to process paperwork and pick up a time record. Workco Staffing Services will not recognize or pay for any hours worked in the absence of a time record which must be signed by the employee and the authorized client company representative. Time records must be turned in no later than 12:00 p.m., (noon), each Monday following the week worked. All late time records will not be paid until the following week. A drop box is available for after hours and weekends, if business hours are inconvenient.

Falsifying a time record is a breach of company policy and is grounds for disciplinary action, up to and including termination.

## **PAY PROCEDURES**

All Workco Staffing Services employees are normally paid by check on a weekly basis, usually on Fridays, following the previous work week. If a scheduled payday falls on a company observed holiday, you will usually be paid on the day preceding the holiday. All required deductions, such as for federal, state and local taxes, and all written authorized voluntary deductions, will be withheld automatically from your paychecks.

Paychecks may be picked up from our office, or in some instances delivered to the client company representative to be passed out. If you are unable to pick up your paycheck by 5:00 p.m. and desire for another individual to pick it up for you, the following must be done:

1. You must personally come into the office prior to payday and sign our written authorization to allow another person to pick up your paycheck.
2. When the designated person comes to pick up your paycheck, they must provide a picture ID for verification.
3. Please do not call or send a written note requesting us to deviate from the above.

If you desire us to mail your paycheck weekly you must personally come into the office and sign our written authorization to mail your paycheck through the U.S. Postal service.

Please review your paycheck for errors. If you find a mistake, report it to the Human Resource Coordinator immediately. The Coordinator will assist you in taking the steps necessary to correct the error.

In the event your paycheck is lost or stolen, please notify the Human Resource Coordinator immediately. We will attempt to put a stop payment notice on your check. If we are able to do so, you will be issued another check 48 hours from the stop payment date. You will be responsible for any and all charges incurred to stop payment on a lost or stolen check. Unfortunately, Workco Staffing Services is unable to take responsibility for lost or stolen paychecks, and if we are unable to stop payment on your check, you alone will be responsible for such loss.

Federal and state wage and hour laws require employers to pay overtime to certain employees after they have worked a specific number of hours in a work week. Workco Staffing Services has developed the following policies:

1. Regular time - up to 40 hours worked Sunday through Saturday.
2. Overtime - any hours worked in excess of 40 hours Sunday through Saturday.

## **PERSONAL APPEARANCE AND DEMEANOR**

Discretion in style of dress and behavior is essential to the efficient operation of Workco Staffing Services. Employees are required to dress in appropriate attire and to behave in a professional, businesslike manner. Please use good judgment in your choice of work clothes and remember to conduct yourself at all times in a way that best represents you and Workco Staffing Services. Employees failing to adhere to proper standards with respect to appearance and demeanor are subject to disciplinary action up to and including termination.

## **ABSENTEEISM AND TARDINESS POLICY**

Workco Staffing Services expects all employees to assume diligent responsibility for their attendance and promptness. If you are unable to work you must notify the supervisor that signs your time sheet and Workco Staffing Services' Human Resource Coordinator **at least 30 minutes before** the time you are to report to work **each day of your absence**. Failure to properly notify Workco Staffing Services or your supervisor results in an unauthorized absence.

If you are absent for more than two (2) consecutive workdays, a statement from a physician is required before you will be permitted to return to work. You may be required to either submit a statement from your physician or to be examined by a company-designated physician at its discretion, such as where abuse is suspected (e.g., where an employee's record indicates a pattern of short absences and/or frequent absences before or after holidays and weekends). If at any point more than twelve (12) accumulated weeks of work is missed in a years time, starting from original date of missed time, automatic termination may result.

### **Definitions:**

#### Authorized Absence

1. Prior approval of work site supervisor and prior notification to Workco Staffing Services' Human Resource Coordinator
2. Military Duty
3. Jury Duty

#### Unauthorized Absence

1. Any absence not listed above

#### Tardiness

1. Not clocked in five (5) minutes prior to shift starting

Absenteeism or tardiness that is unexcused-excused or excessive in the judgment of our client companies or Workco Staffing Services is grounds for disciplinary action, up to and including termination.

When an employee fails to contact Workco Staffing Services' Human Resource Coordinator, or client where job assignment is, within one (1) business day, it is assumed employee has voluntarily quit, which can affect their ability to qualify for unemployment benefits.

## **GUIDELINES FOR APPROPRIATE CONDUCT**

As an integral member of Workco Staffing Services' team, you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others but also demands that both in your business and in your personal life you refrain from any behavior that might be harmful to you, your co-workers, and/or Workco Staffing Services.

**Listed below are some of the rules and regulations of Workco Staffing Services. This list should not be viewed as being all-inclusive. Types of behavior and conduct that Workco Staffing Services or the client company considers inappropriate and which could lead to disciplinary action up to and including termination of employment without prior warning, at the sole discretion of Workco Staffing Services or the client company, include, but are not limited to, the following:**

1. Unsatisfactory job performance.
2. Falsification of records, time sheets or employment application.
3. Violating any company policy as outlined in this handbook.
4. Establishing a pattern of excessive absenteeism or tardiness.
5. Failure to maintain confidentiality or remove from premises confidential documents.
6. Fighting or using obscene, abusive, or threatening language or gestures.
7. Reporting to work intoxicated or under the influence of non-prescription drugs.
8. Bringing or using alcoholic beverages while on duty or using alcoholic beverages while engaged in business off premises.
9. Illegally manufacturing, possessing, using, selling, distributing or transporting drugs while on or off company time.
10. Stealing or destroying property from co-workers, clients or Workco Staffing Services.
11. Insubordination.
12. Violation of any penal or criminal law while on or off company time.
13. Disregarding safety or security regulations.
14. Restricting output or any unauthorized act which interferes with the normal operation of the client where assigned.
15. Refusing to give testimony when accidents are being investigated.
16. Sleeping on duty.
17. Punching another employee's time card
18. Making preparations to leave work, before end of the shift.
19. The introduction, possession or use of any firearm on client/company property will be grounds for immediate termination.
20. No show/no call. Failing to report to an assignment as agreed or failure to come into this office to complete paperwork for an assignment will result in automatic inactivation of your personnel file.

## **ALCOHOL AND DRUG-FREE WORKPLACE POLICY**

Substance abuse has an adverse impact on an employee's work, personal and family lives, as well as on the ability of Workco Staffing Services to fulfill its mission to provide the highest quality services to its clients. It can cause poor performance, decrease productivity, and create safety hazards. Consequently, Workco Staffing Services is committed to establishing and maintaining an alcohol and drug-free workplace and comply with Section 7.10 of the Texas Workers' Compensation Act.

The use, distribution, dispensation, sale, offering for sale, possession, purchase, manufacture, or trading of illegal drugs on or off Workco Staffing Services' premises, client premises, on duty or off duty, or in any other work-related environment is strictly prohibited.

### **Definition of a Drug**

For the purpose of this policy, the term "drug", wherever it appears in this policy statement, includes alcohol, prescription drugs, over-the-counter drugs, as well as inhalants and illegal drugs.

### **Alcohol**

Employees are not permitted to consume alcohol while on Workco Staffing Services premises, client premises, or while conducting Workco Staffing Services business. This does not include official day or evening functions at which alcohol may be served, as long as use does not prevent employees from performing their jobs satisfactorily or pose any threat to the safety or welfare of the employee or others.

### **Prescription and OTC Drugs**

Employees are prohibited from the misuse or abuse of prescription and over-the-counter ("OTC") drugs. Employees who are using prescribed or OTC drugs for existing medical conditions must inform the HR Coordinator of such treatment to discuss the necessity of temporary alteration of job duties or assignment if the drugs (1) may have possible side effects which may affect job performance, or (2) alter an employee's physical or mental abilities.

### **Policy Violations**

Employees who violate this policy are subject to disciplinary action, up to and including termination. In arriving at a decision for proper action, the seriousness of the infraction, the past record of the employee and the circumstances surrounding the matter will be taken into consideration.

### **Education and Treatment Programs**

While Workco Staffing Services does not sponsor or endorse any specific drug treatment program in our area, affected employees are encouraged to seek assistance for themselves and their dependents. Treatment programs are available through public and private health care facilities.

### **Drug Testing**

All employees have given written authorization to submit to drug testing at any time and any reason. Workco Staffing Services reserves the right to drug test any employee involved in a work related accident.

## **SAFETY AND HEALTH**

Workco Staffing Services is committed to providing a safe and healthful working environment. Our policy is aimed at minimizing the exposure of our employees to health or safety risks. To accomplish this objective, employees are expected to work diligently to maintain safe and healthful working conditions and to adhere to proper operating practices and procedures designed to prevent injuries and illnesses.

- ◆ Exercise maximum care and good judgment at all times to prevent accidents and injuries;
- ◆ Report to supervisors and seek first aid for all injuries, regardless of how minor;
- ◆ Report unsafe conditions, equipment or practices to supervisory personnel;
- ◆ Use safety equipment at all times when required;
- ◆ Observe conscientiously all safety rules and regulations at all times.

## **REPORTING JOB RELATED INJURIES**

If you are injured on the job, you must immediately report such injury to your supervisor and Workco Staffing Services' Human Resource Coordinator. This ensures that Workco Staffing Services can assist you in obtaining appropriate medical treatment. Your failure to follow this procedure may result in the appropriate reports not being filed in accordance with the law, which may consequently jeopardize your claim for benefits in connection with the injury.

## **EMPLOYMENT RELATIONSHIP**

Employee understands and agrees that Workco Staffing Services cannot and does not guarantee any employee a specific number of assignments or a fixed duration of any particular assignment. Employee further understands and agrees that employment is "at-will" and may be terminated at any time by Workco Staffing Services or the client company without prior notice or cause.

Employee understands and agrees that he/she is employed by Workco Staffing Services, and is not an employee of any client of Workco Staffing Services. Employee agrees to accept and comply with the rules and working conditions established by Workco Staffing Services as well as any rules of the client, applicable to the assignment.

Employee is expected to complete his/her assignment with the Client unless: (1) there are extenuating circumstances; (2) a determination is made by Workco Staffing Services and/or the Client that employee is not suited for the assignment; (3) the assignment is ended at the request of Workco Staffing Services or the Client. Should employee wish to discontinue the assignment before completion, employee must contact Workco Staffing Services immediately ( not the Client) and provide sufficient notice to enable a replacement. Proper notice (2 weeks) generally allows Workco Staffing Services sufficient time to calculate all accrued overtime (if applicable) as well as other hours to which you may be entitled and to include such hours in your final paycheck. Without proper notice, however, you may have to wait until after the end of the next normal pay period to receive such payments.

Employee agrees that as a condition of acceptance of the assignment that he/she will not disclose or in any way relate or disseminate to unauthorized parties, without the express written permission of Workco Staffing Services or the Client, any information gained through contact with confidential information, trade secrets, materials, documents, or internal or unpublished documentation concerning Workco Staffing Services or the Client.

## **INTERNET USAGE POLICY**

As an employee of Workco Staffing you may be given access to a company's e-mail and/or Internet. This access is to be used for conducting company business only. Use of this equipment for private purposes is strictly prohibited. No password will be used that has not been disclosed to the company. You agree not to access a file or retrieve any stored communication other than where authorized unless there has been prior clearance by an authorized company representative.

The company reserves and will exercise the right to review audit, intercept, access and disclose all matters on the company's e-mail and/or Internet system at any time, with or without employee notice, and that such access may occur during or after working hours. Use of a company provided password or code does not restrict the company's right to access electronic communications.

**Acceptable Uses of the Internet** - Employees accessing the Internet are representing the company. All communications should be for professional reasons. Employees are responsible for seeing that the Internet is used in an effective, ethical and lawful manner.

**Unacceptable Use of the Internet** - The Internet should not be used for personal gain or advancement of individual views. Solicitation of non-company business, or any use of the Internet for personal gain is strictly prohibited. Use of the Internet must not disrupt the operation of the company network or the networks of other users. It must not interfere with your productivity.

**Communication** - Each employee is responsible for the content of all text, audio, or images that they place or send over the Internet. Fraudulent, harassing or obscene messages are prohibited. All messages communicated on the Internet should have your name attached. No messages will be transmitted under an assumed name. Users may not attempt to obscure the origin of any message. Information published on the Internet should not violate or infringe upon the rights of others. No abusive, profane or offensive language will be transmitted through the system.

**Software** - To prevent computer viruses from being transmitted through the system there will be no unauthorized downloading of any software.

**Security** - All messages created, sent or retrieved over the Internet are the property of the company, and should be considered public information. The company reserves the right to access and monitor all messages and files on the computer system as deemed necessary and appropriate. Internet messages are public communication and are not private. All communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

**Harassment** - Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about individual or group's race, religion, national origin, physical attributes or sexual preference will be transmitted.

**Violations** - Violations of any guidelines listed above may result in disciplinary action up to and including termination. If necessary the company will advise appropriate legal officials of any illegal violations.

## **EXPLANATION OF BENEFITS**

Employees that complete 1400 continuous straight time hours from date of hire will be eligible for the following company benefits:

- Paid Holidays:**
1. 4th of July
  2. Memorial Day
  3. Thanksgiving Day
  4. Christmas Day

Employee must be actively working and on payroll that working week to receive the paid holiday

- Vacation:**
1. Accumulated at one (1) hour of paid vacation for every 150 hours worked after completing 1400 continuous straight time hours from date of hire.
  2. Vacation time must be coordinated with Workco Staffing Services and client company.

If for any reason there is a break in continued employment then time starts accumulating from new date of hire.

## **WORKERS' COMPENSATION INSURANCE**

You may elect to retain your common law right of action if, no later than five (5) days after you begin employment or within five (5) days after receiving written notice from the employer that the employer has obtained coverage, you notify your employer in writing that you wish to retain your common law right to recover damages for personal injury. If you elect to retain your common law right of action, you cannot obtain workers' compensation income or medical benefits if you are injured.

**COVERAGE:** Workco Staffing Services has workers' compensation insurance coverage to protect you in the event of work related injury. Please see poster in office for information regarding name of company. An employee or a person acting on the employee's behalf must notify the employer of an injury not later than the 30th day after the date on which the injury occurs, unless the Commission determines that good cause existed for failure to provide timely notice. Your employer is required to provide you with coverage information when you are hired or whenever the employer becomes, or ceases to be covered by workers' compensation insurance.

**SAFETY HOTLINE:** The Commission has established a 24-hour toll-free telephone number for reporting unsafe conditions in the workplace that may violate occupational health and safety laws. Employers are prohibited by law from suspending, terminating, or discriminating against any employee because he or she in good faith reports an alleged occupational health or safety violation. Contact the Division of Workers' Health and Safety at 1-800-452-9595.

## **HEALTH INSURANCE**

Workco Staffing Services currently offers employees health coverage. You have up to 30 days from your employment date to make your medical plan election. Once made, your election is generally fixed for the remainder of the plan year. However, if you undergo a change in family status (as defined in the Plan document), you may make a mid-year change in coverage (i.e., you may change coverage from individual to family or from family to individual, add or delete dependents, or revoke coverage), provided you do so within 30 days from the date of the change in family status, in a manner which will not entitle you to make a mid-year change from one medical carrier to another. Please contact the Workco Staffing Service for the number to call in order to determine if a family status change qualifies under the Plan document and IRS regulations.

Annually each year, during open enrollment you are free to change your medical elections for the following year, whether or not you have a change in family status.

Workco Staffing Services will assist you in making the necessary arrangements for enrollment. A complete description of the plans is provided to each employee as Summary Plan Descriptions and appropriate supplements.

## EMPLOYEE HANDBOOK/ASSIGNMENT ACKNOWLEDGMENT

Employee's Name: \_\_\_\_\_ Date: \_\_\_\_\_

S.S.#: XXX - XX - \_\_\_\_\_ Position \_\_\_\_\_

- I have accepted a job assignment at \_\_\_\_\_ on \_\_\_\_\_
- I understand my wage per hour for this assignment is \$\_\_\_\_\_.
- When my job assignment ends, I must report to Workco Staffing Services to inform them of my completion of the assignment and to check in for additional assignments. **Failure to check in within one (1) business day will indicate I have voluntarily quit. This may affect my ability to qualify for unemployment benefits.**
- Employee understands and acknowledges that Workco Staffing Services has expended significant time, effort and financial resources to develop the assignments to which employees are assigned and that the opportunity to assign temporary employees to clients is a valuable and unique asset of Workco Staffing Services. **Therefore, employee agrees that for a period of six (6) months following the completion of his/her assignment with the client he/she will not seek or accept, directly or indirectly, work or employment with the client, whether as a temporary employee, an employee on the Client's payroll or another entity's payroll, a consultant, an independent contractor or otherwise, unless such employment is arranged by Workco Staffing Services or Workco Staffing Services gives its advance written permission to such assignments of employment.**

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### “READ CAREFULLY BEFORE SIGNING BELOW”

**I understand and agree that I am employed “at-will” and that my employment may be terminated at any time by me, Workco Staffing Services or the client company without prior notice or cause.**

**I understand that this handbook is not a contract of employment, express or implied, between me and Workco Staffing Services and that I should not view it as such or as a guarantee of employment for any specific duration.**

**I understand that the information in this handbook represents guidelines only and that the Company reserves the right to modify this handbook or amend or terminate any policies, procedures, or employee benefit programs, whether or not described in this handbook, at any time.**

**I further understand that no manager or representative of Workco Staffing Services, other than the owners, has any authority to enter into any agreement guaranteeing employment for any specified period of time. I also understand that any such agreement, if made, shall not be enforceable unless it is in a formal written agreement signed by both me and the owners.**

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\_\_\_\_\_  
Signature of Acknowledgment

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resource Coordinator

\_\_\_\_\_  
Date

**POST CONDITIONAL JOB OFFER  
INDUSTRIAL MEDICAL QUESTIONNAIRE**

All persons are required to furnish health condition information and if necessary, submit to an examination by a company designated physician. This information will be used to determine appropriate job placement. It will not be used to disqualify an otherwise qualified person who may have a mental or physical disability.

**These questions pertain only to the essential functions of the job. All potential employees will be asked these questions.**

Yes    No

1. Do you have any condition or have you sustained any injury that would have an effect on your capacity to perform the duties of this position with or without reasonable accommodations?

**Can you perform these functions or tasks?**

- 2. Stand for long periods of time during your shift?
- 3. Bend and stoop for long periods of time during your shift?
- 4. Lift and/or carry up to fifty pounds or more if required during your shift?
- 5. Work around dust and debris and wear a respirator if required?
- 6. Wear proper safety equipment - hard hats, goggles, glasses, etc?
- 7. Grip, grasp or twist using your hands and wrists regularly during your shift if required?
- 8. Work a ten-hour shift if required?
- 9. Reach over your head with 25-35 pound loads regularly during your shift if required?
- 10. Climb stairs with loads regularly during your shift?
- 11. Understand hazardous communication and safety information?
- 12. Do you have back problems or have you sustained any back injuries?
- 13. Have you ever had any serious wrist problems including carpal tunnel syndrome?

**MEDICAL RECORDS RELEASE**

In the event an accident occurs while on Workco Staffing Services payroll, I hereby authorize the release of any medical records pertaining to the specific accident, to Workco Staffing Services.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**NOTIFICATION OF BACKGROUND CHECK  
(Pursuant to the Fair Credit Reporting Act)**

To: \_\_\_\_\_

Please be advised that a consumer report may be obtained from a consumer reporting agency for the purpose of evaluating you for employment or for retention as an employee.

This report may contain information related to your character, mode of living, past employment, education, criminal history, credit history, driving record and other information available from federal, state and other agencies. Prior to procuring such a report, you will receive an authorization for your signature.

Please sign indicating reading above statement: \_\_\_\_\_

**AGREEMENT AND WAIVER**

In consideration of my assignment to Workco Staffing Services' Client Company, I agree that I am solely an employee of Workco Staffing Services for benefits plan purposes and that I am eligible only for such benefits as Workco Staffing Services may offer to its employees. I further understand and agree that I am not eligible for or entitled to participate in any benefit plan offered by Workco Staffing Services' Client Company, its parents, affiliates, subsidiaries, or successors to any of its direct employees, regardless of whether I am held to be a common-law employee of Workco Staffing Services' Client Company for any purpose, and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

\_\_\_\_\_  
Employee Acknowledgement

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**PAYROLL DEDUCTION AUTHORIZATION  
(CLIENT COMPANY)**

Some client companies have safety equipment, tools, office equipment and/or uniforms available to me at cost.

I, \_\_\_\_\_, hereby give permission for Workco Staffing Services to automatically deduct the cost of any safety equipment, tools, office equipment and/or uniforms I receive from the client company from my payroll check should I quit and take such with me.

\_\_\_\_\_  
Employee Authorization

\_\_\_\_\_  
Date

**RELEASE AND CONSENT FORM FOR SUBSTANCE ABUSE TESTING**

Certain clients of Workco Staffing Services require that employees assigned to it successfully pass a substance abuse test. As a condition for consideration for assignments with certain clients of Workco Staffing Services I voluntarily authorize any laboratory designated by Workco Staffing Services or its clients or Workco Staffing Services itself to conduct a test or tests for the purpose of determining the presence of drugs or alcohol in my system.

I consent to the release by the laboratory designated by Workco Staffing Services, or its clients, of the results of the drug and alcohol test or tests.

I hereby release and forever discharge Workco Staffing Services, its clients, the laboratory, and the agents and employees of any of them, of and from any and all lawsuits, proceedings, claims or causes of action arising from the test or tests, and from any action or inaction of Workco Staffing Services or its clients based on the results of the testing.

I understand the meaning of this release and consent form, and I have had the opportunity to raise any questions about it before signing it. My signature below is completely voluntary, without coercion or duress of any kind, and I am signing this release and consent form solely as a condition for consideration of assignments with Workco Staffing Services' clients.

\_\_\_\_\_  
Employee Authorization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witnessed

**AUTHORIZATION TO DEDUCT FOR DRUG TESTING**

I, \_\_\_\_\_, am requesting a payroll advance in the amount of \_\_\_\_\_ to cover the cost of drug testing.

I agree to repay the full amount of the advance out of my payroll check should I fail to complete my assignment and or \_\_\_\_\_ straight time hours. Failure to complete assignment includes but not limited to the following:

- 1. Quitting
- 2. Forced Termination
- 3. No Show or No Call

\_\_\_\_\_  
Employee Authorization

\_\_\_\_\_  
Date