



## **Employee Manual**

Excel Staffing Temporary  
Employee Handbook  
November 3, 2017

## **Table of Contents**

### **Section 1 - Introduction**

- 1.1 Welcome to Excel Staffing Companies
- 1.2 Employee Manual
- 1.3 Changes in Policy
- 1.4 Employment-At-Will
- 1.5 Arbitration Policy

### **Section 2 - Employment Policies**

- 2.1 Employee Classifications
- 2.2 Equal Employment Opportunity & Americans with Disabilities Act.
- 2.3 Confidentiality
- 2.4 Employment of Minors
- 2.5 Employment of Relatives
- 2.6 Personnel Records and Employee References
- 2.7 Privacy
- 2.8 Immigration Law Compliance
- 2.9 Religious Accommodation
- 2.10 Political Neutrality
- 2.11 Background Checks

### **Section 3 - Hours of Work and Payroll Practices and Progress**

- 3.1 Pay Periods and Paydays
- 3.2 Overtime
- 3.3 Rest and Meal Periods
- 3.4 Time Cards
- 3.5 Payroll Deductions
- 3.6 Wage Garnishment

### **Section 4 - Standards of Conduct and Employee Performance**

- 4.1 Anti- Harassment and Discrimination
- 4.2 Bullying
- 4.3 Workplace Violence
- 4.4 Discipline and Standards of Conduct
- 4.5 Dress code
- 4.6 Substance and Abuse
- 4.7 Tobacco Nicotine Free Workplace
- 4.8 Workplace Searches
- 4.9 Internet, Email and Computer use Policy
- 4.10 Cell Phone Policy

- 4.11 Call and Availability Policy
- 4.12 DNU (DO Not Use) Policy
- 4.13 Employment Verification
- 4.14 Workman's compensation

## **Section 5 - Employee Benefits and Services**

- 5.1 Generally
- 5.2 Essential Staff Care Minimum Essential Plan (MEC), Preventative Plan
- 5.3 Fixed Indemnity Medical Plan
- 5.4 Funding
- 5.5 COBRA
- 5.6 Workers' Compensation
- 5.7 Social Security Benefits (FICA)
- 5.8 Unemployment Insurance
- 5.9 Contract Employee Referral Program

## **Section 6 - Employee Leaves of Absence and Time Off**

- 6.1 Generally
- 6.2 Un-Paid Time off
- 6.3 Holiday's
- 6.4 Vacation Eligibility (SWPA/GSA please see holiday and PTO eligibility)
- 6.5 Notice of Absence-Employee Call-ins
- 6.6 Family Medical Leave (FMLA)
- 6.7 Worker's Compensation Leave
- 6.8 Jury Duty
- 6.9 Voting Time

## **Section 7- At-Will**

## **Section 1 Introduction**

### **1.1 Welcome to Excel Staffing Companies**

Welcome to Excel Staffing Companies. We are pleased to have you join our staff and look forward to a happy and successful working relationship. We hope you find Excel Staffing Companies a pleasant and enjoyable place to work.

### **1.2 Employee Handbook**

This Employee Handbook ("Handbook") is designed to summarize certain personnel policies and benefits of Excel Staffing Companies (the "Company") and to acquaint employees with many of the rules concerning employment with the Company. This Handbook applies to all employees, and compliance with the Company's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, expressed and implied. The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time at its sole and absolute discretion. This Employee Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

### **1.3 Changes in Policy**

Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company.

With respect to all other changes to Company policies, we will notify you of these changes in writing. No oral statements or representations can in any way alter the provisions of this Handbook. Changes will be effective on dates determined by Excel Staffing Companies and you may not rely on policies that have been superseded.

If you are uncertain about any policy or procedure, please check with your manager or Human Resources.

## **1.4 Employment-At-Will**

Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with or without notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with or without notice.

Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the CEO, President, CFO, or the COO/CHRO has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the the CEO, President, CFO, or the COO/CHRO of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

## **1. 5 Arbitration Policy**

In consideration of your employment with Excel Staffing Companies, its promise to arbitrate all employment-related disputes, and your receipt of the compensation, pay raises, and other benefits paid to you by the company, at present and in the future, you agree that any and all controversies, claims, or disputes with anyone (including the company and any employee, officer, director, or benefit plan of the company, in their capacity as such or otherwise), whether brought on an individual, group, or class basis, arising out of, relating to, or resulting from your employment with Excel Staffing Companies or the termination of your employment with the company, including any breach of this agreement, shall be subject to binding arbitration under the terms and conditions set forth in the at-will employment, confidential information, invention assignment, and arbitration agreement between you and Excel Staffing Companies, then you agree to arbitrate any and all claims set forth above in a neutral, mutually agreeable forum according to the applicable minimum standards for arbitration. We adopt and follow the rules of Arbitration by the American Arbitration Association listed in detail at:

[https://www.adr.org/sites/default/files/employment\\_arbitration\\_rules\\_and\\_mediation\\_procedures\\_0.pdf](https://www.adr.org/sites/default/files/employment_arbitration_rules_and_mediation_procedures_0.pdf)

## **Section 2 Employment Policies**

### **2.1 Employee Classifications**

The following terms are used to describe employees and their employment status:

**Temporary Employees** - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment (see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change. As a full time, employee working 32 hours or more, I agree to not engage in outside employment with direct competitors of Excel Staffing Companies or client companies.

**Independent Contractor or Consultant** - These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractor or consultants are not entitled to benefits.

Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause.

### **2.2 Equal Employment Opportunity & American with Disabilities Act.**

It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination. Reasonable accommodation is available for qualified individuals with disabilities, upon request.

The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment.

In compliance with the Americans with Disabilities Act (ADA), the Company provides accommodation to the disabled to the full extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified disabled individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job. We further recognize that employees with life threatening illnesses, including but not limited to cancer, heart disease and AIDS, may wish to continue engaging in as many of their normal pursuits as their condition allows, including work. As long as these employees are able to meet acceptable performance standards with or without reasonable accommodation, and medical evidence indicates that their working does not present a substantial threat to themselves or others, they will be permitted to do so.

### **2.3 Confidentiality.**

In the course of employment with the Company, employees may have access to "Confidential Information" regarding the Company, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that the Company considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Company's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company's premises, and during and even after the end of the employee's employment with the Company. This duty of confidentiality also applies to communications transmitted by the Company's electronic communications. See Internet, Email and Computer Use policy, below.

As a condition of employment with the Company, all employees must sign a Non-Disclosure Agreement.

### **2.4 Employment of Minors.**

The Company strictly adheres to the FLSA in regards to the employment of minors. Generally speaking, the FLSA sets the minimum age for employment (14 years for non-agricultural jobs), restricts the hours youth under the age of 16 may work, and prohibits youth under the age of 18 from being employed in hazardous occupations. In addition, the FLSA establishes subminimum wage standards for certain employees who are less than 20 years of age, full-time students, student learners, apprentices, and workers with disabilities. Employers generally must have authorization from the U.S. Department of Labor's Wage and Hour Division (WHD) in order to pay sub-minimum wage rates.

The FLSA's child labor provisions are designed to protect the educational opportunities of youth and prohibit their employment in jobs that are detrimental to their health and safety.

## **2.5 Employment of Relatives.**

The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, or supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. Employment of relatives in both supervisory and non-supervisory positions is subject to client approval and requires written permission from the client.

## **2.6 Personnel Records and Employee References.**

The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the Company's offices during regular business hours and in the presence of an individual appointed by the Company to maintain the records. No copies of documents in your file may be made, with the exception of documents that you have previously signed. You may add your comments to any disputed item in the file.

By policy, the Company will provide only the former or present employee's dates of employment and position(s) held with the Company and eligibility for rehire, if asked. Compensation information may also be verified if written authorization is provided by the employee.

## **2.7 Privacy.**

The Company is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. Healthcare enrollment information is kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.

The Company does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member

of management, this information will be kept confidential. If applicable, the Company will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

## **2.8 Immigration Law Compliance.**

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 on day of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an I-9 form if they have not completed an I-9 form with the Company within the past three years, or if their previous I-9 form is no longer retained or valid. Excel Staffing Companies participates in E-Verify for all of our applicants. You may raise questions or complaints about immigration law compliance without fear of reprisal.

## **2.9 Religious Accommodation.**

The Company will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Company's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. Excel Staffing Companies recognizes the right to practice all faiths and religions, but it is the candidates responsibility to know their schedule and comply with or decline positions based on their needed time off.

## **2.10 Political Neutrality.**

Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The Company will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. The Company will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of the Company, and that you are not representing the Company.

## **2.11 Background Checks.**

All offers of employment at Excel Staffing Companies are contingent upon clear results of a thorough background check. Background checks will be conducted on all final candidates and on all employees, who are promoted, as deemed necessary.

Background checks will 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 [Company Name] funds and/or handling of cash or credit cards.

## **Procedure**

Final candidates must complete a background check authorization form and return it to Human Resources.

Human Resources will order the background check upon receipt of the signed release form, and either internal HR staff or an employment screening service will conduct the checks. A designated HR representative will review all results.

The HR representative will notify the hiring manager regarding the results of the check. In instances where negative or incomplete information is obtained, the appropriate management and the director of Human Resources will assess the potential risks and liabilities related to the job's requirements and determine whether the individual should be hired. If a decision not to hire or promote a candidate is made based on the results of a background check, there may be certain additional Fair Credit Reporting Act (FCRA) requirements that will be handled by Human Resources in conjunction with the employment screening service (if applicable).

Background check information will be maintained in a file separate from employees' personnel files for a minimum of five years.

Excel Staffing Companies reserves the right to modify this policy at any time without notice.

## **Section 3**

### **Hours of Work and Payroll Practices**

#### **3.1 Pay Periods and Paydays.**

Employees are paid on a weekly basis. All employees will be paid in accordance with the payroll schedule provided to them at time of hire. All employees are paid by direct deposit to bank account or Global Cash Card on Thursday's.

#### **3.2 Overtime.**

Nonexempt employees will be paid in accordance with federal and New Mexico state law.

In New Mexico, with some exceptions, the standard work week for employees should not exceed 40 hours per week. Should the Company find it necessary to employ an employee in excess of this standard, overtime hours shall be compensated at the rate of one and one-half times the regular rate of pay.

All overtime work by non-exempt employees must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay.

#### **3.3 Rest and Meal Periods.**

All rest and meal periods will be in accordance with New Mexico state law.

To the extent New Mexico state law does not require rest and meal breaks, nonexempt employees will be provided a 10-minute rest break for every four hour period of work. This time is counted and paid as time worked. Nonexempt employees scheduled to work more than a five hour period will be provided a 30-minute unpaid meal period. This may be subject to change depending on your placement.

#### **3.4 Time Cards.**

Nonexempt employees are required to keep an accurate and complete record of their attendance and hours worked. Time cards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way. Timecards that are found to be falsified or tampered with will lead to immediate termination. Timecards are due every Monday before noon to ensure payment on Thursdays. Failure to submit an approved time card may lead to a delay in your pay. If Monday falls on a holiday it will be the employee's responsibility to turn in time card on or before Monday. Regardless of Holiday if timesheet is not received by deadline pay will be withheld until next pay day.

### **3.5 Payroll Deductions.**

Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting or Human Resources. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

### **3.6 Wage Garnishment.**

A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Company receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

## **Section 4**

### **Standards of Conduct and Employee Performance**

#### **4.1 Anti- Harassment and Discrimination.**

The Company is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with the Company will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor or other person with whom the Company does business engages in unlawful harassment or discrimination, the Company will take appropriate corrective action.

#### **Prohibited Conduct:**

Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:

- a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement;
- b. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or
- c. it creates a hostile or offensive work environment.

Prohibited harassment includes unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.

#### **Complaint Procedure:**

Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management.

Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation and, if improper conduct is found, take appropriate corrective action.

To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

## 4.2 Bullying

Excel Staffing Companies defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment. Such behavior violates Excel Staffing Companies Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

Bullying may be intentional or unintentional. However, it must be noted that when an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior on the individual that is important. Excel Staffing Companies considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or his or her family; persistent name calling that is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property
- **Gesture bullying:** Nonverbal threatening gestures; glances that can convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising voice at an individual in public or in private.
- Using verbal or obscene gestures.
- Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.

- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Ignoring or interrupting an individual at meetings.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, assigning meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Inflicting menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

### **4.3 Safety in the workplace**

The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

Excel Staffing Companies provides a safe workplace for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy.

#### ***Prohibited Conduct***

Excel Staffing Companies does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. This list of behaviors provides examples of conduct that is prohibited:

- Causing physical injury to another person.

- Making threatening remarks.
- Displaying aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging employer property or property of another employee.
- Possessing a weapon while on company property or while on company business.
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

### ***Reporting Procedures***

Any potentially dangerous situations must be immediately reported to a supervisor or the human resource (HR) department. Reports can be made anonymously, and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately, and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled, and the results of investigations will be discussed with them. Excel Staffing Companies will actively intervene at any indication of a possibly hostile or violent situation.

### **Risk Reduction Measures**

#### ***Hiring***

The HR department takes reasonable measures to conduct background investigations to review candidates' backgrounds and to reduce the risk of hiring individuals with a history of violent behavior.

#### ***Safety***

Excel Staffing Companies conducts annual inspections of the premises to evaluate and determine any vulnerabilities to workplace violence or hazards. Any necessary corrective action will be taken to reduce all risks.

#### ***Individual situations***

Although Excel Staffing Companies does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform the HR department if any employee exhibits behavior that could be a sign of a potentially dangerous situation. Such behavior includes:

- Discussing weapons or bringing them to the workplace.
- Displaying overt signs of extreme stress, resentment, hostility or anger.
- Making threatening remarks.
- Showing sudden or significant deterioration of performance.
- Displaying irrational or inappropriate behavior.

#### ***Employees at risk***

The HR department will identify and maintain a list of employees who have been determined to be at risk for becoming victims of violence because of the nature of their job or because they are subject to harassment, violence or threats from a nonemployee. HR and security will design a plan with at-risk employees to prepare for any possible emergency situations.

### ***Dangerous/Emergency Situations***

Employees who confront or encounter an armed or dangerous person should not attempt to challenge or disarm the individual. Employees should remain calm, make constant eye contact and talk to the individual. If a supervisor can be safely notified of the need for assistance without endangering the safety of the employee or others, such notice should be given. Otherwise, employees should cooperate and follow the instructions given.

### ***Enforcement***

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination. Nonemployees engaged in violent acts on the employer's premises will be reported to the proper authorities and fully prosecuted.

## **4.4 Discipline and Standards of Conduct.**

As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be discharged immediately.

Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate). Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property). Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination.

- a. Dishonesty;
- b. Falsification of Company records;
- c. Unauthorized use or possession of property that belongs to the Company, a coworker, or of the public;

- d. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
- e. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
- f. Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;
- g. Unauthorized or careless use of the Company's materials, equipment or property;
- h. Unauthorized and/or excessive absenteeism or tardiness;
- i. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- j. Sexual or other illegal harassment or discrimination;
- k. Unauthorized use or disclosure of the Company's confidential information;
- l. Violation of any Company policy.

#### **4.5 Dress Code.**

Professional appearance and safety is important at Excel. A favorable impression is enhanced by good habits of grooming and personal hygiene; therefore, all employees are expected to dress in a respectful manner suited to their position.

Employees who violate these basic standards may be sent home and directed to return in proper dress. Employees sent home due to inappropriate attire will not be compensated for their time away from work.

Employees sent home due to inappropriate attire will receive a verbal warning. If the problem persists the employee may be subject to further disciplinary action up to and including termination.

The appropriate standard dress and safety for associates who do not work in an office environment or who regularly engage in manual labor will be determined and communicated by the employee's Supervisor.

Please be aware that the dress code is subject to change and notifications of any changes will be communicated to all.

Should a uniform dress be required at your placement, you agree to return uniform in the same condition in which it was received. The uniform will be returned free of defect outside of normal wear and tear, ensuring uniform has been laundered properly and thoroughly.

## **Guidelines**

While it is impossible to provide an exhaustive list of UNACCEPTABLE attire, the following is a general overview:

- Clothes that are stained, torn, frayed, unlaundered, and/or wrinkled
- Shoes that are stained, torn, frayed, and/or unpolished,
- Garments that are inappropriately tight, short, or revealing
- Beachwear, including beach-type sandals (flip-flops)
- Clothing designed for athletic and leisure activities (sweat suits, bike shorts, tennis skirts, hoodies, etc.)
- Transparent outer garments worn without appropriate undergarments
- Tank tops without a covering garment such as a shirt, blouse or sweater
- Shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans; halter-tops; tops with bare shoulders.
- Clothing that reveals a bare midriff
- Leggings worn without a long tunic top or long blouse over them
- Hats and ball caps
- Shorts, culottes or "skorts"
- Mini-skirts — skirts may not be more than 3 inches above the knee
- Unusual hair colors (orange, purple, blue, etc.)
- Jewelry in facial piercings including eyebrows, nose, chin, tongue and lips.
- Tattoos that are visible – whether or not you have any contact with customers or you work “behind the scenes”

### **4.6 Substance and Abuse.**

The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the Company's premises or while using the Company vehicles or equipment, or at any location during work time. Excel Staffing Companies holds the right to perform random drug screening if reasonable cause is suspected. Reasonable cause can be defined but not limited to the following:

- Direct observation by supervisor or fellow employee
- Physical evidence
- Patterns of erratic or abnormal behavior
- Disorientation or confusion and an inability to complete routine tasks

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used

for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination of employment.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered. When, in the Company's sole and absolute discretion, the Company determines it is appropriate, an employee may be offered the option of participating in and satisfactorily completing a Company-approved drug and/or alcohol rehabilitation program in lieu of termination.

#### **4.7 Tobacco/Nicotine Free Workplace**

This Smoke Free Policy refers to the use of traditional tobacco products including but not limited to cigarettes, pipes, cigars, snuff, or chewing tobacco. Vaping refers to the use of electronic nicotine delivery systems or electronic smoking devices. These are commonly called e-cigarettes, e-pipes, e-hookahs and e-cigars and vape.

Smoking and vaping are prohibited in all enclosed areas within this worksite without exception. This includes common work areas, conference and meeting rooms, private offices, hallways, employee lounges/kitchens, restrooms, employer-owned or leased vehicles and all other enclosed facilities. Tobacco products and Electronic nicotine delivery systems may still be used outside in designated smoking areas during normal break times. The area designated for smoking/smokeless tobacco/vaping is located outside on the south side of the building. Access to this area is through the southeast exit door, by the Excel Conference Room/Excel Training area.

#### **4.8 Workplace Searches.**

To protect Company property and to ensure the safety of all employees, the Company reserves the right to inspect and search any employee's office, desk, drawers, cabinets, files, locker, equipment, including computers, e-mail and voice mail, Company vehicles, and any area on Company premises. In this regard, it should be noted that all offices, desks, file drawers, cabinets, lockers, and other Company equipment and facilities are the property of the Company, and are intended for business use. Employees should have no expectation of privacy with respect to items brought onto Company property and/or stored in Company facilities. Inspection may be conducted at any time, without notice, at the discretion of the Company.

In addition, when the Company deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, brief cases, lunch boxes or any other possessions or articles brought on to the Company's property.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

#### **4.9 Internet, Email and Computer Use Policy.**

The Company uses various forms of electronic communication including, but not limited to: computers, email, telephones, voicemail, instant message, text message, Internet, cell phones and smart phones (hereafter referred to as "electronic communications"). The electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the Company and is to be used only for Company business and not for personal use.

The following rules apply to all forms of electronic communications and media that are: (1) accessed on or from the Company premises; (2) accessed using the Company computer or telecommunications equipment, or via Company-paid access methods; and/or (3) used in a manner which identifies the Company. The following list is not exhaustive and the Company may implement additional rules from time to time.

- a. Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against Company policy, or not in the best interest of the Company. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline and/or immediate termination. Employees may not install personal software on Company computer systems.
- b. Employee's own electronic media may only be used during breaks. All other company policies, including the Company's no tolerance for discrimination, harassment, or retaliation in the workplace apply. The Company reserves the right to adjust this policy on a case by case basis as it deems appropriate.
- c. All electronic information created by any employee on Company premises or transmitted to Company property using any means of electronic communication is the property of the Company and remains the property of the Company. You should not assume that any electronic communications are private or confidential and should transmit personal sensitive information in other ways. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the Company's ownership of the electronic information. The Company will override all personal passwords if necessary for any reason.
- d. The Company reserves the right to access and review electronic files, messages, internet use, blogs, "tweets", instant messages, text messages, email, voice mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of Company policy or any law occurs. All such information may be used and/or disclosed to others, in accordance with business needs and the law. The

Company reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system

- e. Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Company management. No employee may install or use anonymous e-mail transmission programs or encryption of e-mail communications.
- f. Employees who use devices on which information may be received and/or stored, including but not limited to cell phones, cordless phones, portable computers, fax machines, and voice mail communications are required to use these methods in strict compliance with the Confidentiality section of this Manual. These communications tools should not be used for communicating confidential or sensitive information or any trade secrets.
- g. Access to the Internet, websites, and other types of Company-paid computer access are to be used for Company-related business only. Any information about Excel Staffing Companies, its products or services, or other types of information that will appear in the electronic media about the Company must be approved before the information is placed on any electronic information resource that is accessible to others. Any personal use of the internet is prohibited such as Social media and internet shopping. These standards pertain to the use of public-facing online social networking websites, web-based communities, and collaboration websites including, but not limited to, forums, blogs, microblogs, online profiles, wikis, podcasts, pictures and video, email, instant messaging, music-sharing social networks, virtual worlds and all other forms of social media. Current examples include: Flickr, Facebook, Myspace, Twitter, Hi5, Youtube, Skyrock, Wikipedia, LinkedIn, Second Life, etc. This list of public-facing online social media platforms is non-exhaustive and will continue to evolve as new technologies and social networking tools become available.

#### **4.10 Cell Phone Policy.**

The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the office, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.

#### **4.11 Call and available policy**

Excel Staffing keeps a running list of available employees. As an Excel Employee on a current assignment you are responsible for notifying us to any change in your assignment within a 24-hour period. If you are actively searching for employment we recommend you contact us at least once a week to let us know if you are available for any upcoming assignments.

#### **4.12 DNU (DO NOT USE) POLICY**

As stated above Excel Staffing Companies has procedures and policies in place to ensure a safe and healthy working environment for all of our employees. Should you be found to be in violation of any of our drug, safety or employment policies your employment with Excel Staffing Companies may be at risk. Should you be found to be in violation of any of the previously stated policies not limited but including the below you will be considered DNU.

- Failure to report to a client scheduled interview
- Walking off the job
- Failing to report or return to your assignment
- Timecard fraud
- Drug alcohol use
- Criminal activity at the workplace including but not limited to harassment, discrimination and any other activity that would be considered criminal/illegal

#### **4.13 Employment Verification**

Excel Staffing companies will provide employment verification as requested. Only basic information will be given such as dates and job titles. Additional information will be provided with written consent of employee. Employment verifications request are accepted Monday-Friday 8:00 am-4:00 pm, and in most cases have a standard turn around time of 24-48 hours.

#### **4.14 Workman's Compensation**

While Excel Staffing Companies strives to maintain a safe working environment, accidents may occur. Should you sustain an injury while employed with Excel Staffing Companies at a partner placement you need to notify your Direct Supervisor at your placement as well as your Excel Staffing Recruiter. If your injury is considered life or limb threatening please seek immediate medical attention. If your injury does require medical attention but is not considered life or limb threatening you will also need to notify your supervisors and seek medical attention at your nearest Concentra location. The following guidelines will assist you if you sustain an injury while on the job.

- Seek immediate attention for life threatening emergencies, if needed contact emergency services
- Notification of injury, Excel Staffing Companies needs to be notified in real time of any injury sustained
  - If injury is considered life or limb threatening Excel Staffing Companies needs to be notified within 24 hours of when you sustained injury
- If injury requires medical attention please take proper steps at job site to prevent further injury
  - Wash and disinfect wound with soap and water or antibacterial cream, spray if available.
  - Stabilize area of injury, splint if available

- Any and all employees who sustain injuries while employed with Excel Staffing Companies will be subject to drug and alcohol screening.

## **Section 5**

### **Employee Benefits/Compensation and Services**

#### **5.1 General.**

Aside from those benefits required by state and federal regulations, Excel Staffing Companies also offers additional benefits for its full-time employees. From time to time, benefits/compensation may be added or deleted from the benefits/compensation package. The Company reserves the right to make such changes.

This Manual does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations. For information regarding employee benefits and services, employees should contact Human Resources.

**Insurance benefits will be offered to you upon hire. You must choose to select or decline coverage at that time. Insurance selections including cancellation or registration may be changed w/in the first 30 days of employment. After your first 30 days of employment you will need to contact Essential Staff Care for any questions regarding your benefits, including cancellation**

#### **5.2 Essential Staff Care Minimum Essential Plan (MEC)/ Preventative Plan**

Is an employee sponsored, self funded plan that has been deemed to be in compliance with ACA rules and Regulations. The MEC/Preventative plan satisfies the Individual Mandate.

#### **5.3 Fixed indemnity Medical Plan**

is a supplement to health insurance. It is not a substitute for Essential Health benefits or minimum essential coverage as defined under the Affordable Care Act (ACA). Covers day to day Medical Expenses. Offers Dental, vision, term and STD. You may still be eligible to receive a subsidy from the health insurance exchange. In order to sign up for additional coverage such as term life, dental vision or STD you must select a "fixed indemnity plan"

#### **5.4 Funding**

Both plans are employee funded and will be deducted from your check on a weekly basis.

#### **5.5 COBRA.**

Cobra for Essential StaffCare is offered through PAI (Planned Administrators Incorporated). PAI is wholly owned subsidiary of BlueCross BlueShield of SC. PAI specializes in the administration of Essential StaffCare series of products specifically designed for the Staffing Industry. If you are thinking of using COBRA please contact PAI at 1-800-318-2596

#### **5.6 Worker's Compensation.**

All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment. Excel Staffing Companies carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician. Workers' Compensation benefits to injured workers also includes assistance to help qualified injured employees return to suitable employment.

### **5.7 Social Security Benefits (FICA).**

During your employment, you and the Company both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

### **5.8 Unemployment Insurance.**

The company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

### **5.9 Contract Employee Referral Program**

Excel Staffing Companies maintain an "Employee Referral" bonus program for Contract Associates, which pays bonus to new applicants and existing employees when meeting the conditions of the program. Employee must be active on Excel assignment and in good standing to receive any bonus payout, upon meeting program conditions, all payouts subject to active status at the time payout is due. This program is a bonus and can be modified or cancelled at any time for any reason as decided by Excel leadership.

## **Section 6**

### **Employee Leaves of Absence and Time Off**

#### **6.1 Generally.**

While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. For all planned time off, however, employees must submit a request at least 1 week in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of the Company management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the Company.

All requests for a time off will be considered in light of their effect on the Company and its work requirements, as determined by the Company management, which reserves the right to approve or deny such employee requests in its sole discretion, unless otherwise required by law.

#### **6.2 Un Paid Time off**

As discussed earlier time off request are required at least 1 week before requested day off. All time off requests must be presented to your recruiter in writing via a “Notice of Time off” request form, available from your Recruiter. Your Excel Recruiter will reach out to your direct supervisor and request time off on your behalf. Although we try to accommodate notice of time off in some situations you may not be eligible. Time off requests will not be honored within the first 30 days of any new assignment placement. Time off requests not submitted in writing at least 1 week before requested time off will not be honored. Should a requested day off not be approved and you call in on that day, that will be considered an official absence not a pre-approved day off, and may result in disciplinary action.

#### **6.3 Holidays**

As an Excel Employee you are eligible for 4 paid holidays under certain conditions.

- Employees must work the week of the holiday to receive Holiday Pay
- An employee’s total number of hours worked (aka “Career Hours”) need to be greater than 1,500 (approximately 9 months full-time)
- An employee must work 300 or more hours during the 13 weeks prior to the holiday.
- Holiday hours are based on your average hours worked per day in the 13 weeks before the holiday, rounded to the nearest quarter hour
- No Payroll Service Employees will get paid for Holiday unless they are on a SWPA/GAS contract.

- If a customer requests that an employee work on a holiday the employee will get paid for the hours they work along with holiday hours they may qualify for.
- An employee may not refuse to work on a holiday solely because Excel may be paying them. They still must adhere to a customers' request to work.
- Paid Holidays include the following assuming all previous criteria has been met:
  - New Year's Day
  - Independence Day
  - Thanksgiving Day
  - Christmas Day

## 6.4

### **Vacation eligibility (SWPA/GSA employees please see Holiday and PTO eligibility)**

**Full-time/Part-time Employees-** While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. For all planned time off in excess of 3 or more days, employees must submit a request at least 2 weeks in advance. If, during the pre approved time off, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for unemployment insurance benefits, the employee will be considered to have voluntarily resigned from employment with the Company. Please note that if time off is approved it will be available unpaid.

## 6.5 Notice of absence-Employee call ins

### **Absences of one day or more**

Should you have to call out for work due to sickness or personal reasons it is your responsibility to notify your Excel Staffing Manager in real time. Call ins not received within 2\*\*\* hours of your scheduled shift will be considered a no call no show. Failure to report your absence before or after your shift to your Recruiter will be considered no call no show and may put your employment in jeopardy. Although Excel maintains office hours Mon-Fri 7:30 am to 5:00 pm our phone system is active 24 hours a day. Should you need to report your absence before or after business hours please leave a message. In your message please include your first, last name, contact number you can be reached at, reason for your absence and the name of your Excel Recruiter and the name of your placement. This will ensure your message is forwarded to the appropriate Recruiter and your placement can be notified of your absence in real time. While regular attendance is crucial to maintain business operations, excessive absences or tardiness as

defined below will be a violation of employee policy. Subject to client specific attendance requirements.

- Excessive absences
  - 3 or more call outs in a 60-day calendar period
    - 60-day calendar period is rotating and takes effect the date of your first absence.
    - if you are out due to illness 2 or more days a doctor's note will be required after your 3<sup>rd</sup> day.
    - Call outs or tardiness with in the first 30 days of your placement is a violation of employment policy and your employment can be subject to termination.
    - **No Call No Show**
      - failure to notify an Excel Recruiter of your absence will be considered no call no show. Failure to notify your Excel Recruiter of your absence 2 days in a row will be considered job abandonment at which time your employment will be terminated.

**Absences of one day or more.** Generally, requests for vacation days must be submitted to the supervisor in writing two weeks in advance. The supervisor must approve any exceptions to this provision or any conflicts in scheduling. A department may impose additional guidelines as necessary to assure efficiency and adequate staffing levels.

## **6.6 Family and Medical Leave.**

Because of the Company's small size, we are not required to comply with the federal Family and Medical Leave Act ("FMLA"). However, we recognize that our employees may occasionally need to take unpaid leave to care for a new child, to care for a seriously ill family member, to handle an employee's own medical issues, or to handle issues relating to a family member's military service, possibly including caring for a family member who is injured while serving in the military.

If you anticipate that you might need time off to deal with family and medical issues, please speak with your supervisor. We will seriously consider every request on a case-by-case basis and work with your placement to try to accommodate if at all necessary.

### **6.7 Workers' Compensation Leave.**

Any employee who is unable to work due to a work related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA") for eligible employees.

### **6.8 Jury Duty.**

U.S. citizens have a civic obligation to provide jury duty service when called.

By state law, an employee may not be required to use annual, sick, or vacation leave to provide jury duty service.

The employee must bring in the jury duty notice as soon as it is received so that appropriate arrangements can be made to cover his or her duties. Employees are required to call in or report for work on those days or parts of days when their presence in court is not required.

### **6.9 Voting Time.**

Employees who are registered voters and whose workday begins less than two hours after polls open or ends less than three hours before polls close may take two hours off work without pay to vote in any local, state, and national election. The employer may decide when voting hours are taken.

**Section 7**  
**At-Will Employment Agreement and**  
**Acknowledgement of Receipt of Employee Manual**

**Employee:** \_\_\_\_\_

I acknowledge that I have been provided with a copy of the Excel Staffing Companies (the "Company") Employee Manual, which contains important information on the Company's policies, procedures and benefits, including the policies on Anti-Harassment/Discrimination, Substance Use and Abuse and Confidentiality. I understand that I am responsible for familiarizing myself with the policies in this manual and agree to comply with all rules applicable to me.

I understand and agree that the policies described in the manual are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between the Company and me is at-will and can be terminated by the Company or me at any time, with or without cause or notice. Furthermore, the Company has the right to modify or alter my position, or impose any form of discipline it deems appropriate at any time. Nothing in this manual is intended to modify the Company's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and an authorized representative of the Company. This is the entire agreement between the Company and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded.

I understand that the Company reserves the right to make changes to its policies, procedures or benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that the Company reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have received the Company Employee Manual. I have read (or will read) and agree to abide by the policies and procedures contained in the Manual.

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_