



# TEAMQUEST

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## STAFFING

*Better People. Better Service.*

# **Associate Orientation Handbook**

## **Welcome to Teamquest!**

Congratulations on being selected as a TeamQuest associate.

This orientation handbook is designed to provide you with information on how to be a successful TeamQuest associate as well as provide you with information regarding benefits you may receive as an employee of TeamQuest Staffing.

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## **Our Company History**

Since 2002 TeamQuest Staffing has been the go to resource for both job seekers and employers throughout Southern California.

TeamQuest specializes in providing temporary, temp to hire and direct hire personnel to a wide variety of industries including manufacturing, business services and warehouse/fulfillment.

At TeamQuest our goal is to make each interaction with our clients' and associates a positive experience; treating others with Courtesy, Dignity and Respect is a hallmark of our company.

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## **Mission Statement**

To consistently exceed our clients expectations in a staffing partner. To create a positive experience as we serve the needs of our our communities, clients and associates always treating others with Courtesy, Dignity and Respect.

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## **Core Values**

- We work as a team
- We act with integrity and honesty
- We champion and celebrate diversity
- We expect and support exceptional service
- We encourage creativity and innovation
- We care about our community
- Courtesy, dignity and respect defines us
- The safety of our workforce is our number one priority

## Introduction

This Temporary Employee Handbook is designed to summarize TeamQuest Staffing (“TeamQuest Staffing” or the “Company”) personnel policies and benefits for temporary employees and to acquaint employees with many of the rules concerning employment with the Company.

Compliance with the Company’s policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. With the exception of the at-will employment policy, which can only be changed in a writing signed by the Chief Executive Officer, the Company reserves the right to modify, rescind, delete or add to the provisions of this Handbook from time to time in its sole and absolute discretion. The Company will notify employees of any significant changes that affect them. This 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. This Handbook applies to all temporary employees regardless of their work site. It is our intent to comply with all applicable state and federal laws. To the extent any of the policies in this Handbook are inconsistent with a particular state’s laws, the law of the state in which you are working will govern.

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## Communication

- Our TeamQuest offices observe regular working hours from 8:00 to 5:00 PM, Monday through Friday. A twenty-four hour answering machine is also available.
- Always call our TeamQuest supervisor if you have any questions or problems regarding your work. Schedule conflicts must be addressed to your TeamQuest supervisor, not the customer.
- If, for any reason, you must be late or absent from your assignment you must notify TeamQuest Staffing as soon as possible. This permits us to meet our customers’ needs by sending a replacement.
- Your failure to notify TeamQuest Staffing may reflect negatively on your reliability and may result in our not keeping you in your present assignment or not placing you on any future assignments.

***At the end of each assignment, you must contact TeamQuest Staffing to report your availability. If we have work available and you fail to notify us, it may jeopardize your eligibility for unemployment benefits.***

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## At-Will Employment Relationship

Employment with the Company is at-will, unless otherwise specified in a written employment agreement. This means employment with the Company is not for any specified period and may be terminated by you or the Company at any time, with or without cause or advance notice. In connection with this policy, the Company reserves the right to modify or alter your position, in its sole

discretion, with or without cause or advance notice, through actions other than termination, including demotion, promotion, transfer, reclassification or reassignment. In addition, the Company reserves the right to exercise its managerial discretion in imposing any form of discipline it deems appropriate. No person other than the Chief Executive Officer of the Company has the authority to enter into an agreement contrary to this statement. To be valid, such agreement must be specific, in writing and signed by the Chief Executive Officer of the Company and you.

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### **Employment Categories**

- **Temporary Employees:** Temporary employees are those employees who are hired to provide temporary services to the Company's clients on an as-needed and temporary basis. This Temporary Employee Handbook applies to all temporary employees. Temporary employees are not eligible for any benefits provided to administrative employees.
  - **Administrative Employees:** Administrative employees are those employees who work on a regular basis at the Company's corporate, branch or onsite offices and assist in the administration of the Company. Administrative employees are paid by TeamQuest Staffing.
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### **Equal Employment Opportunity Policy**

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, color, national origin, ancestry, sex (including pregnancy, childbirth or related medical conditions and breastfeeding), gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, marital status, military or veteran status, genetic information or any other classification protected by applicable local, state or federal laws. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, compensation, promotion, benefits, training, discipline and termination.

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### **Requests for Accommodation**

To ensure equal employment opportunities to qualified individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result. Any employee or applicant who requires an accommodation in order to perform the essential functions of the job should contact Human Resources. The employee should specify in what way they are limited in their ability to perform their job and what accommodation they believe is needed. The Company will review the situation with the employee and identify possible accommodations, if any, that will enable the employee to perform the essential functions of their job. If a reasonable accommodation can be identified that will not impose an undue hardship, the Company will make the accommodation. If there is more than one possible accommodation, the Company will decide which one will be provided.

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## Policy Prohibiting Harassment, Discrimination and Retaliation

The Company is committed to providing a work environment free of inappropriate and unlawful harassment and discrimination. The Company expects everyone to behave professionally and respectfully in the workplace. The Company will not tolerate any type of harassment or discrimination against applicants for employment, employees, independent contractors, vendors, clients or customers on the basis of age, race, color, religion (including religious dress and grooming practices), sex/gender (including pregnancy, childbirth, or related medical conditions), gender identity, gender expression, national origin, ancestry, physical or mental disability, military or veteran status, marital status, sexual orientation, genetic information, or any other characteristic protected by local, state or federal laws applicable to the Company. The Company's policy prohibiting harassment and discrimination applies to all persons involved in the operation of the Company, including supervisors, co-workers, and third party non-employees (such as vendors, clients and independent contractors). Definitions Harassment is unwelcome verbal, visual or physical conduct based on a protected characteristic described above that creates an intimidating, offensive or hostile working environment or that interferes with work performance. Discrimination is the act of differentiating among employees or applicants for employment on the basis of any protected characteristic described above. Sexual Harassment is one form of unlawful harassment. Applicable state and federal law define sexual harassment as: Unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual or sex-based nature when:

- submission to that conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- or submission to or rejection of the conduct is used as a basis for employment decisions affecting the individual;
- or such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Specific examples of conduct prohibited under this policy are presented below. These examples are provided to illustrate the kind of conduct prohibited by this policy. This list is not exhaustive.

- Verbal conduct such as epithets, derogatory jokes, comments or slurs based on an individual's protected characteristic;
- Unwanted sexual advances, invitations or comments, comments about a person's sexuality or sexual experience;
- Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct such as assault, unwanted touching, pinching, patting, grabbing, brushing against, poking, blocking normal movement or interfering with work because of sex, race or any other protected characteristic described above;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors;
- and/or Retaliation for having reported or threatened to report harassment.

Please note that more than just sexual harassment is prohibited by this policy. Harassment based on any protected characteristic described above is expressly prohibited by this policy.

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### **Procedures for Making, Investigating, and Resolving Discrimination, Harassment and Retaliation Complaints**

All Company employees are responsible for helping to ensure that the work environment is free from prohibited harassment and discrimination. If you believe you have been discriminated against, or subjected to sexual or other harassment in violation of this policy, by an employee or a non-employee, in most cases you should immediately inform the offending party that his/her conduct is unwelcome and tell that person to stop the behavior. However, if you are uncomfortable doing so, or if after doing so the situation has not been satisfactorily resolved, you must immediately report the facts of the incident to the on-site supervisor, the local branch office, the Human Resources Department or any member of management. You are not required to use the usual process of communicating with your immediate supervisor first, but may contact any of the other above-listed management individuals directly. Complaints of acts that violate this policy will be accepted in writing or orally. Anyone who has observed discrimination, harassment or retaliation should also report such conduct immediately to the on-site supervisor, the local branch office, the Human Resources Department or any member of management. Employees must use the Company's complaint process. Reported incidents of discrimination or harassment will be promptly and thoroughly investigated. The manner of the investigation is at the sole discretion of the Company. The investigation will be kept as confidential as possible, and information will be shared only on a need-to-know basis. The Company will take appropriate remedial action to stop any prohibited discrimination or harassment and to deter future conduct of a similar nature. Corrective action may include discipline, up to and including termination. The Company will not tolerate any form of retaliation against any employee for engaging in protected activity, such as making a good faith complaint of harassment or discrimination or for cooperating in an investigation. Employees who believe they have been subjected to retaliation must immediately report the matter to the on-site supervisor, the local branch office, the Human Resources Department or any member of management.. All complaints of retaliation will be investigated in the manner described above. Anyone who is found to have violated the Company's policy against retaliation will be subject to discipline, up to and including termination. The Equal Employment Opportunity Commission ("EEOC") and the state fair employment agency in which an employee works accept and investigate complaints of unlawful harassment and discrimination in the workplace. The EEOC or the applicable state agency may, in some cases, prosecute claims on behalf of employees. The EEOC and the applicable state agency may be contacted by consulting the government agency listings in your local telephone book. In California, in addition to the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing ("DFEH") accepts and investigates complaints of unlawful harassment and discrimination in the workplace. The DFEH may, in some cases, prosecute claims on behalf of employees. The DFEH may be contacted by the consulting the state government agency listings in your local telephone

Please contact your on-site supervisor, the Company's local branch office or the Human Resources Department if you have any questions about this policy or require further information.

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### **Assignments/Assignment Procedures**

You will be offered assignments based on availability as well as your experience and skills. Usually, you will know about assignments a day or two in advance. Some opportunities, however, start right away. When you accept an assignment, you should record all important information so you will be prepared for a good start. You have the flexibility to accept or decline any assignments for which you are selected. You are expected to complete all assignments you accept. If you are unable to report to work or complete an assignment for any reason, illness, emergency, etc., notify us immediately, not the client, in order for us to obtain a replacement. When your assignment with a client ends, contact us within 24 hours. The end of a particular assignment does not terminate your employment with us as you remain an employee of the Company eligible for placement with another client. If you fail to contact us at the end of an assignment, you may be considered to have voluntarily resigned, and unemployment benefits may be denied.

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### **Points to Remember**

- Arrive on time every day to show your professionalism and commitment to quality performance.
  - Dress appropriately for the assignment. The Company's Personnel Coordinator will outline the client's dress code and other important rules concerning breaks and more.
  - Direct all incoming personal calls to our office and we will pass messages on to you. Client phones should not be used to make or receive personal calls.
  - If you desire a full-time position, or are offered one while on assignment, let us know immediately.
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### **Pay Rates/Timesheets/Pay Periods/Paydays**

You are paid for the hours you actually work on assignment. The pay rate is determined before you begin the assignment and can vary from one assignment to the next. Compensation for overtime will be paid to nonexempt temporary employees in accordance with applicable state and federal laws. In California, non-exempt employees will be paid a premium for overtime hours as follows:

- One and one-half times their regular rate of pay for all hours worked in excess of eight per workday, up to 12, or in excess of 40 in a workweek;
- One and one-half times their regular rate of pay for the first eight hours on the seventh consecutive day of work in a workweek;
- Double their regular rate of pay for all hours worked in excess of 12 in a workday and after eight hours on the seventh consecutive day of work in a workweek.

Only those hours that are actually worked will be included when determining a non-exempt employee's overtime pay. Paid time off, for example, is not hours worked and are therefore not

counted in making overtime calculations. Employees must obtain advance authorization before working overtime. We regularly review your performance and pay status. We also make all state and federally required payroll deductions and unemployment insurance and we match social security contributions and provide Workers' Compensation insurance.

Use a new timesheet for every assignment you work. For a continuing assignment, use a new timesheet each week. If using a time and attendance system, be sure to utilize the system prior to the start of your shift and at the end of your shift. Each Friday or at the end of each assignment, both you and the client company supervisor must sign the timesheet. Failure to deliver the timesheet by the appropriate time may delay the processing and issuance of your paycheck. For most temporary employees, the Company's paydays are every Friday, for the one-week period that ends the previous Sunday. The payroll period begins at 12 a.m. Monday and ends the following Sunday at 11:59 a.m. Paychecks will generally be available the following Friday unless different arrangements are made with a personnel coordinator prior to the issuance of the paycheck. Temporary employees with work assignments that have different paydays and payroll periods will be notified of such.

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### **Meal and Rest Period Policy**

Non-exempt California employees are required to take an unpaid and duty-free meal period of at least 30 minutes before working more than five hours in a workday. Non-exempt employees who work more than 10 hours in a workday are required to take a second unpaid and duty-free meal period of at least 30 minutes. Employees shall be relieved of all duty during the unpaid meal period and are free to leave the premises. If an employee works a period of not more than six hours, the employee may choose to waive the unpaid meal period with the written consent of his/her supervisor. Employees who work no more than 12 hours in one workday and have not waived their first meal period may choose to waive their second unpaid meal period with the written consent of their supervisor. Meal period waivers must be in writing. A form may be obtained from the supervisor. In addition, non-exempt employees whose total daily work time is three and one-half hours or more are entitled to take, and are provided with, a paid and duty-free rest period of 10 minutes during every four hours of work or major fraction thereof. This means that employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours and so on. The rest breaks should be taken in the middle of each work period where practical. For example, employees who work eight hours per day should take their breaks at approximately the middle of the first half and the middle of the second half of the workday. Supervisors will schedule meal periods to accommodate the Company's operating requirements. Employees are free to leave premises during their meal periods, but must return promptly and be ready to work at the end of such period. An employee may not work through meal periods to make up lost time, nor may he/she add rest periods to a meal period to extend the meal period. If an employee is unable to take a complete meal or rest period, or if he/she is not completely relieved of all work duties during the meal or rest periods, the employee must inform his/her supervisor or Human Resources on the same day. Failure to report a



rest or meal break that an employee wanted but could not take may result in discipline, up to and including termination. Similarly, failure to report an incomplete or not fully relieved rest or meal period may result in discipline, up to and including termination. Non-exempt employees must record the actual time they begin and end each meal period taken on their time records.

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### **State Disability Insurance**

California employees are covered by California State Disability Insurance (“SDI”) pursuant to the California Unemployment Insurance Code. Disability insurance is payable when an employee cannot work because of illness or injury unrelated to the employee’s employment with the company or when the employee is entitled to temporary workers’ compensation at a rate less than the daily disability benefit amount. For more information regarding SDI, or to submit a claim for benefits, employees must contact the California Employment Development Department.

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### **Paid Family Leave Benefits**

Paid family leave (“PFL”) is California’s state-sponsored insurance program within the SDI program and is funded through mandatory employee contributions. It provides eligible California employees with partial wage replacement for up to six weeks in a 12-month period while absent from work to: (1) care for a seriously ill or injured child, spouse, parent or domestic partner or, effective July 1, 2014, a grandparent, grandchild, sibling or parent-in-law; or (2) for bonding with a new child within one year of the birth or placement of the child in connection with adoption or foster care. There is a seven (7) day, unpaid waiting period for each claim prior to collecting benefits. An employee who wishes to receive PFL benefits must submit an application with the California Employment Development Department. If the employee also wishes to take a leave of absence, the employee must follow the leave request procedures in the applicable leave of absence policy. The two procedures are independent of one another. If an employee is eligible to take leave under the FMLA or CFRA, then PFL benefits will be provided concurrently with leave taken under those laws. However, PFL benefits do not create an additional leave entitlement. If an employee is not eligible for, or has exhausted his/her entitlement to, statutory leave under the FMLA or CFRA, there is no additional right to take leave under the PFL insurance program.

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### **Standards of Conduct**

We have established workplace standards of performance and conduct as a means of maintaining a productive and cohesive working environment. TeamQuest Staffing counts on common sense and professionalism in the actions of all employees. This is essential to providing a positive work environment. Therefore, conduct that is dangerous to others, dishonest, unethical, illegal, and/or abusive will not be tolerated at TeamQuest Staffing. Violations of TeamQuest Staffing Standards of Conduct will be grounds for disciplinary action, up to and including discharge from employment. When an employee fails to meet TeamQuest Staffing’s established Standards of Conduct, his or her manager may attempt to utilize progressive discipline so that the employee will be assisted in

improving his or her performance or conduct. However, because TeamQuest Staffing employees are employed at-will and can be terminated or resign at any time for any or no reason, TeamQuest Staffing reserves the right to impose any type of discipline it deems appropriate, as determined by the Company in its sole discretion, up to and including immediate termination of employment. As it is impossible to list every reason why an employee may be subject to disciplinary action, the following list of offenses is not all-inclusive, but merely provides guidance to our employees concerning conduct that TeamQuest Staffing would define as unacceptable. Following are examples of behavior, performance or conduct that are not permitted and may result in disciplinary action, up to and including termination:

- Accepting an assignment and not reporting to work or not notifying us
- Unauthorized possession, use, or removal of property belonging to us or any of our clients
- Failure to comply with all safety rules and regulations, including the failure to wear safety equipment when instructed
- Reporting to work under the influence of alcohol, illegal drugs, or in possession of either item on company premises or work sites of client companies
- Lewd, unacceptable behavior, possession of weapons or explosives, and provoking, instigating, or participating in a fight
- Failure to call us when an assignment ends
- Violation of the Company's policies prohibiting harassment, discrimination or retaliation
- Violation of any Company policy Insubordination, for example, refusal to carry out your supervisor's reasonable work request
- Falsifying records, including but not limited to time records, claims pertaining to injuries occurring on company premises or work sites of client companies, or personnel records
- Disclosing confidential information without authorization
- Disregard for established policies and procedures
- Excessive cancellations or tardiness
- Discourtesy to clients or fellow employees
- Unauthorized and/or excessive absenteeism
- Tardiness to work
- Misconduct / Disorderly conduct, including horse play
- Poor Attitude
- Poor work performance
- Gambling Use of abusive or threatening language
- Leaving work before end of scheduled shift without permission
- Neglect of job responsibilities and duties, including incompetence

This policy is written to comply with applicable law and will not be applied in a manner that restricts the flow of concerted employee communication about terms and conditions of employment. TeamQuest Staffing may use any type of discipline it deems appropriate in its sole discretion,

including, but not limited to, verbal warning(s), written warning(s), suspension, or immediate termination. Neither this handbook, nor any other communication by TeamQuest Staffing, or anyone in management, either written or oral, made at the time of hire or during the course of employment, is intended to create an employment contract. Nothing in these Standards of Conduct, or in this handbook, in any way affects the at-will status of the employees' employment.

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### **Substance Abuse and Testing Policy**

We believe that maintaining a workplace that is free from the effects of drug and alcohol abuse is the responsibility of all persons involved in our business, including our employees and clients. The use, possession, sale, or transfer of illegal drugs (including state-sanctioned marijuana) or alcohol on company or client property, in company or client vehicles, or while engaged in company or client activities is strictly forbidden. Being under the influence of drugs or alcohol while on company or client property, in company or client vehicles, or while engaged in company or client activities is also strictly forbidden. Unless prohibited by law, TeamQuest Staffing reserves the right to conduct or require drug and alcohol testing on any employee on company or client premises, engaged in company or client business, or operating company or client equipment. Specifically, testing may be required after accidents or near misses, when a client requires pre-assignment testing, and/or where management has a reasonable suspicion that an employee is impaired or affected on the job by alcohol and/or illegal drugs in violation of this policy. The Company may search company or client premises or property, without prior notice, and reserves the right to search employees' personal property brought onto company or client premises in order to investigate a reasonable suspicion that this policy has been violated. Employees violating this policy are subject to disciplinary action up to and including immediate termination and, consistent with state laws, possible denial of any workers' compensation benefits. Failure to consent to a test or any attempt to falsify or alter test results will also result in disciplinary action, up to and including termination.

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### **Workplace Searches**

To protect Company and Client property and to ensure the safety of all employees, the Company, and our clients, reserves the right to inspect and search any employee's work area, files, locker, equipment, and any area on Company or client premises. You should have no expectation of privacy with respect to items brought onto Company or client property and/or stored in Company or client facilities. Inspection may be conducted at any time, without notice, at the discretion of the Company or client. In addition, when the Company or a client has a reasonable suspicion that a Company or client policy is being violated that necessitates a search, you may be required to submit to reasonable searches of your personal vehicles, parcels, purses, handbags, backpacks, brief cases, lunch boxes or any other possessions or articles brought on to the Company or client property. Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted entry. You must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including discharge.

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## **Violence-Free Workplace**

The Company is committed to providing a work environment free from violence. The Company maintains a zero-tolerance policy for any acts or threatened acts of violence, including hostile behavior, physical or verbal abuse, or, unless it is required by the nature of the employee's position, possession or use of weapons of any kind, on Company property or while conducting Company business. Should you engage in such acts, you will be subject to disciplinary action, up to and including, immediate termination of employment. You may also be subject to other civil or criminal liability. If you feel you have been subjected to behavior prohibited by this policy or witness or have knowledge of any actions that could be perceived as violent, you should report the incident immediately to your Supervisor or Human Resources. All complaints will be investigated promptly and appropriate action taken. Corrective action will be imposed for engaging in any potentially violent or threatening activities. You may also contact the appropriate law enforcement authorities if you have reason to believe there is an immediate threat to your safety and/or the safety of others. Reports or incidents warranting confidentiality will be handled appropriately and confidentiality will be maintained to the extent possible. You will not be retaliated against for reporting, in good faith, any conduct prohibited by this policy.

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## **Family and Medical Leave**

The Company provides employees with family and medical leave in accordance with the provisions of the Federal Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). The Company complies with all requirements of applicable local and state laws in areas where it operates or does business. If a local or state law entitles an employee to more generous benefits than provided under this policy, the employee will receive the benefits required by the applicable law. This policy provides an overview of the leave provided under the FMLA and the CFRA, but is not intended to diminish or increase any obligations or rights set for the under such laws. Unless otherwise defined in this policy, the terms used in this policy have the meanings they are given under the FMLA and the CFRA.

Eligible employees are those who have:

- Completed 12 months of service with the Company (the service need not be consecutive);
- Worked at least 1250 hours during the 12-month period immediately preceding the requested leave; and
- Worked at a location where there are 50 employees of the Company within a 75-mile radius.

Eligible employees may take leave for the following reasons:

- For the birth of the employee's child, or placement of the child with the employee for adoption or foster care;
- To care for the employee's spouse, registered domestic partner (under the CFRA), child or parent with a serious health condition;

- For the employee’s own serious health condition, which prevents him or her from performing the functions of his/her position;
- Because of a qualifying exigency (as defined under the FMLA) arising out of the fact that the employee’s spouse, son, daughter, or parent who is either a member of the National Guard or Reserves, or a retired member of the Regular Armed Forces or retired Reserves, is on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation (“Military Exigency Leave”);
- To care for an immediate family member or next-of-kin who is a covered servicemember recovering from a serious injury or illness sustained in the line of active military duty (“Military Caregiver Leave”).

The term “covered service member” is defined by federal law and means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or a veteran who seeks medical treatment for a serious service-related injury or illness within five years of serving in the military. The term “next-of-kin” is defined as the nearest blood relative. “Qualifying exigencies” for Military Exigency Leave include: short-notice deployment; military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation leaves; post-deployment activities; and other reasons as agreed upon between the Company and the employee. Certain restrictions on leave may apply, depending upon the nature of the qualifying exigency.

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### **Amount of Leave**

A maximum of 12 workweeks of unpaid leave may be taken within a 12-month period for any qualifying reason for leave. For these qualifying reasons, the 12-month period is measured forward from the first date the employee takes family and medical leave. Employees who are absent for Military Caregiver Leave may take up to 26 workweeks of unpaid leave in a single 12-month period. The “single 12-month period” begins on the first day the eligible employee takes family and medical leave to care for a covered service member and ends 12 months after that date. This leave entitlement is applied on a per-covered service member, per-injury basis. Employees who use Military Caregiver Leave in addition to other types of family and medical leave in the same leave year or single 12-month period are entitled to a combined maximum of 26 weeks of protected leave. Employees disabled by pregnancy, childbirth or related medical conditions have certain rights to take a pregnancy disability leave separate from their right to a family and medical leave under state law. However, the first 12 weeks of pregnancy disability leave will be treated concurrently as leave under the FMLA, for eligible employees. Once an employee is no longer disabled by pregnancy, she may request up to 12 weeks of unpaid leave under the CFRA to bond with her new child. If leave is taken to bond with a newborn, adopted or foster child, the employee must conclude the leave within 1 year of the birth, adoption or placement. If leave is taken for a serious health condition, the leave may be taken either in a block, or if medically necessary, on an intermittent or reduced schedule basis.

Employees and supervisors are expected to work together to schedule leaves so as not to unduly disrupt Company operations. In most situations, an employee will continue in his/her regular job. However, in certain circumstances, at the Company's discretion, employees may be temporarily assigned to an alternative position in order to better accommodate the recurring periods of leave. Employees will receive equivalent pay and benefits as they would have received in their regular job while in the temporary position. When both spouses are employed by the Company and request simultaneous leave for the birth or placement for adoption or foster care of a child, the Company will not grant more than 12 weeks of combined leave both employees. All time off which qualifies as family and medical leave under state and/or federal law will be counted against the employee's family and medical leave entitlement to the fullest extent permitted by law.

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### **Compensation During Leave**

Leaves granted under this policy are unpaid. Any earned sick leave and accrued vacation benefits may be used during an approved leave in accordance with the Company's requirements under the applicable paid leave policy. In addition, an employee's own serious health condition may qualify him/her for wage benefits under the California Disability Insurance (SDI) program, and employees on leave to care for a family member with a serious health condition may qualify for wage benefits under the California's Paid Family Leave (PFL) program. Under certain circumstances an employee may qualify for workers' compensation insurance.

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### **Benefits during Leave**

Employees will continue to receive group health plan benefits during the leave for up to 12 weeks (or up to 26 weeks while on Military Caregiver Leave) on the same terms and conditions as when working. The employee must continue to pay the employee's portion of premiums for group health plans while on leave. Failure to make timely payments may result in loss of coverage. Alternatively, if the Company voluntarily pays the employee's unpaid share of any benefit premiums so that it has the ability reinstate the employee's coverage upon his/her return from leave, the Company will recover such amounts from the employee's future wages. In addition, in some circumstances, an employee who does not return to work may be required to reimburse the Company for all premiums it paid during the leave. Vacation and sick time will not accrue during unpaid portions of leave

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### **Return to Work**

Upon returning from family and medical leave, employees will be reinstated to the same or an equivalent position, with the same pay and benefits, except as permitted by law. Generally, employees whose leave does not exceed the approved period of leave or the maximum allowed under the law, will be reinstated to their former position or an equivalent position, unless returning to such a position would provide greater rights than he/she would have had if he/she had been continuously employed during the leave. Failure to report to work on the first workday after the

approved leave has expired, unless an extension of the leave is granted in writing, or falsification of any information submitted in connection with the leave, will result in termination of employment. If the leave was taken due to the employee's own serious health condition, the Company will require certification from the employee's health care provider of the date the employee is able to resume work. The return-to-work certification must be provided to the Company on or before the date of the employee's return to work and is a condition of reinstatement. Reinstatement after family and medical leave may be denied to certain salaried "key employees." The Company will notify you if your position falls into this "key employee" category.

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### **Notification**

Employees must provide at least 30 days' advance notice for a foreseeable event (e.g., the expected birth of a child or a planned medical treatment). For events that are unforeseeable, employees must notify the Company as soon as practicable after they learn of the need for leave, but no later than 2 business days thereafter. Failure to comply with these notice rules may result in a delay or denial of the requested leave. While written notice is not required, employees are requested to submit a request for leave in writing and to meet with Human Resources prior to commencing the leave where possible. The employee must notify Human Resources of any changes in the status of the leave, the expected start date, or the expected return date. Any such requested changes are subject to approval by the Company.

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### **Certification**

If the leave request is made because of an employee's serious health condition, the serious health condition of the employee's family member, or because of a covered service member's serious illness or injury, the Company will require the employee to obtain a medical certification form signed by a licensed health care provider. The certification must include sufficient information to allow the Company to determine if the leave is requested for a qualifying reason, and the anticipated dates (or duration and frequency) of the requested leave. If the need for leave may extend beyond the time covered by a certification, and additional leave is requested, the employee is required to provide the Company with an updated certification from his or her health care provider. Certification for the extension shall be submitted prior to the expiration of the current certification. Failure to submit the updated certification in a timely fashion may result in the denial of an extension of the leave and, if the employee fails to return to work, the employee may be considered to have abandoned his or her employment with the Company. When an employee requests leave due to a qualifying military exigency, the Company will require the employee to provide a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member's active duty service. The Company also will require that such leave, because of a qualifying exigency, be supported by a certification from the employee that sets forth: (1) a statement or description of appropriate facts regarding the qualifying exigency for

which the leave is requested; (2) the approximate date on which time off from work due to the qualifying exigency commenced or will commence; (3) the beginning and end dates for the employee's absence, or, where leave is requested on an intermittent or reduced schedule basis, an estimate of the frequency and duration of the qualifying exigency; and (4) if the qualifying exigency involves meeting with a third party, appropriate contact information for the individual or entity with whom the employee is meeting and a brief description of the purpose of the meeting. All medical certifications and military exigency certifications must be provided within 15 days of being requested by the Company. If a certification is not provided within 15 days of the first request, the leave may be delayed or denied. For employee's serious health conditions, the Company may require, at its own expense, a second opinion from a health care provider selected by the Company. If the second opinion differs from the first opinion, the Company may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and employee. The opinion of the third health care provider shall be considered final and binding on the Company and the employee. Obtain appropriate forms from the Company's local branch office. If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact the Company's local branch office. The Company will comply with all other state and federal leave laws, subject to any employer and employee eligibility requirements.

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### **Pregnancy Disability Leave, Transfer and/or Reasonable Accommodation**

All California employees who are disabled on account of pregnancy, childbirth, or related medical conditions are entitled to an unpaid leave of absence for the period of disability, up to a maximum of four months (or the working days in one-third of a year, or 17 1/3 weeks). The four-month period is calculated by determining the number of days/hours the employee would normally work within four calendar months. All time off needed for pre or postnatal care, severe morning sickness, doctor ordered bed rest, childbirth and recovery from childbirth will be counted against an employee's pregnancy disability leave entitlement to the maximum extent permitted by law. If her healthcare provider certifies that it is medically advisable, a pregnant employee may also request reasonable accommodation or transfer to a less strenuous or hazardous position or duties. In addition to the conditions listed above, pregnancy or childbirth-related medical conditions for which an employee may request leave, transfer or reasonable accommodation include, but are not limited to, gestational diabetes, lactation-related medical conditions, pregnancy-induced hypertension, preeclampsia, postpartum depression, and/or recovery from childbirth or loss or end of pregnancy. An employee who plans to take a pregnancy disability leave or who needs transfer and/or reasonable accommodation must notify her supervisor and Human Resources at least thirty (30) days prior to the commencement of the leave, transfer or reasonable accommodation, or as far in advance as possible. In case of emergency or unforeseen circumstances, the request for leave, transfer and/or reasonable accommodation must be made as soon as an employee becomes aware of the need for such action. Pregnancy disability leave does not need to be taken all at once but can be taken on an as-needed basis as required by the employee's healthcare provider, including intermittent or reduced



schedule leave. All such leave will count against an employee's maximum pregnancy leave entitlement. A request for pregnancy disability leave, transfer or reasonable accommodation must be supported by a medical certification of disability, issued by the employee's healthcare provider. Medical certification must be provided by the employee within 15 days of when it is requested by the Company. Failure to timely provide the required certification may result in delay or denial of leave and/or may cause the employee to be ineligible for transfer or reasonable accommodation. Obtain appropriate forms from the local branch office. Pregnancy disability leave is separate from leave pursuant to the California Family Rights Act. However, the first 12 workweeks of pregnancy disability leave will be treated concurrently as family and medical leave under federal law for eligible employees. During pregnancy disability leave, an employee is entitled to participate in any group health plans provided by the Company to the same extent and under the same conditions as if the employee had continued to work. This means that an employee may continue her group health care insurance while on pregnancy leave, as long as she timely makes benefit payments for her portion of the premium. In some instances, the Company may recover premiums it paid to maintain health coverage if the employee does not return to work following pregnancy disability leave. Information regarding continuation of benefits during pregnancy disability leave is available from the Human Resources Department. Pregnancy disability leave is unpaid. Employees are expected to return to work as soon as the approved leave, transfer or reasonable accommodation ends or they are released to return to work by a health care provider, whichever is earlier. So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave needs to provide the Company with at least two weeks advance notice of the date the employee intends to return to work. Before returning from pregnancy disability leave or at the end of the transfer or reasonable accommodation period, employees will be required to submit a health care provider's verification of their fitness to return to work. At the expiration of the leave, transfer and/or reasonable accommodation, the employee will be returned to her original position. Under certain circumstances, however, reinstatement will be to a comparable position. Employees in California who wish to request a pregnancy disability leave, transfer or reasonable accommodation, or who require further information, including the effect of such leave on benefits, should contact the Human Resources Department. Lactation accommodation is also available upon request.

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### **Military Leave**

Military leaves are available to employees who enter, voluntarily or involuntarily, the Armed Forces of the United States, including the National Guard, the state military forces, or the reserve components of the same, to participate in active or inactive duty or training. Time off is also permitted for an examination to determine one's fitness for duty in any of the military forces. Such leave will be granted in accordance with applicable state and federal law, and employees returning from military leave will be reinstated in accordance with applicable law. Unless prohibited by military necessity, you must notify the Company of your need for leave, indicating the date of departure and return, as far in advance as possible. Upon return, you must furnish evidence verifying the dates of your military

service. For further information about your rights and obligations regarding military leave or to request a military leave, please contact the Human Resource Department.

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### **Voting**

The Company accommodates flexible scheduling for employees on election days. The Company will also allow up to two hours of paid time off to vote if the employee is unable to vote before or after working hours. Where possible, the employee shall give his/her supervisor at least two days' notice in advance of need for time off to vote.

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### **Witness Duty**

An employee subpoenaed or otherwise requested to testify as a witness by the Company will receive paid time off for the entire period of witness duty. Employees will be granted unpaid time off to appear in court as a witness when subpoenaed to do so by a party other than the Company. Employees may use available accrued vacation during the period of their witness duty.

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### **Work-Related Injury Leave**

In case of work-related injuries, employees are entitled to receive leave and benefits in accordance with applicable law. An employee who suffers an injury while on the job must report it immediately to his/her immediate supervisor and the Human Resources Department. Employees must also provide the Company with a signed written notice of the injury or illness within 30 days of the injury. This notice may be in the form of the employee's workers' compensation claim form. If an employee expects to be absent for more than one day, he/she must submit a medical certification that confirms he/she is not able to work and provides an estimated return to work date. Employees on leave for a work-related injury are required to provide the Company with monthly notices of the status or change in status, or their intention to return to work. Failure to provide such information may result in disciplinary action. The period of leave for a work-related injury will run concurrently with family and medical leave to the maximum extent permitted by law.

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### **Jury Duty**

The Company encourages employees to serve on jury selection or jury duty when called. An employee who is called to perform jury duty shall be given unpaid leave. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of having served. Of course, employees are expected to report to work whenever the court schedule permits. Any mileage allowance, fee, etc. paid by the court for jury services may be retained by you.

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### **Safety Policy**

TeamQuest Staffing's primary concern is for the safety and welfare of its employees. To accomplish this goal, guidelines have been established that recognize the responsibility of

TeamQuest Staffing, our clients, and you, our employee. TeamQuest Staffing's responsibility is to promote a safe and healthy workplace for all of our employees. Because the TeamQuest Staffing client and its on-site supervisor control the workplace, clients must demonstrate a commitment to accident-free workplaces. Only employees who will take the responsibility to work safely and observe TeamQuest Staffing and customer safe work practices will be assigned work. Our team approach to accident prevention and safe work practices will help create a working environment that promotes safety, health, and the professionalism that you and our clients have the right to expect.

### **General Guidelines**

Safety rules and safe work practices are designed to protect your safety, but they are only as effective as your willingness to cooperate. These guidelines are a condition of your continued employment. Know these guidelines and consider them required elements of your job assignment. Failure to abide by these policies may result in termination of your job assignment or in reduction or complete elimination of any related benefits.

### **Safety Do's**

- Do know the safe work practices of each job assignment as provided by your client supervisor.
- Do pay attention to your work and your surroundings. Avoid horseplay and be alert to moving equipment and all machinery

### **Safety Prohibitions**

- Do not use any vehicle for work purposes without written permission from TeamQuest Staffing.
- Do not accept duties that require the handling of money or other valuables without written permission from TeamQuest Staffing.
- Do not use alcohol, illegal drugs, or controlled substances on the job or on the client's premises.
- Anyone who violates this policy or who reports to work under the influence of any of these substances will be subject to disciplinary action, up to and including termination of employment, and potentially a loss of benefits.

### **Safety and Health Rules**

- ❖ 1) All employees shall follow our safety practice rules, render ever-possible aid to safety operations, and report all unsafe conditions or practices to the management.
- ❖ 2) Supervisors shall insist on employees observing and obeying every rule, regulation, and order as is necessary to the safe conduct of the work, and shall take such action as is necessary to obtain observance.
- ❖ 3) All employees shall be given accident prevention instructions.
- ❖ 4) Anyone known to be under the influence of drugs or intoxicating substances, which impair the employee's ability to safely perform the assigned duties, shall not be allowed on the job while in that condition.
- ❖ ) Horseplay, scuffling, and other acts which tend to have an adverse influence on the safety or well being of the employees are prohibited.

- ❖ 6) Work shall be well planned and supervised to prevent injuries in the handling of material and in working with equipment.
- ❖ 7) No employee shall knowingly be permitted or required to work while his/her ability or alertness is so impaired by fatigues, illness, or other causes that might unnecessarily expose the employee or others to injury.
- ❖ 8) Employees shall not enter voids, chambers, tanks, or other similar places that receives little ventilation, unless it has been determined that it is safe to enter.
- ❖ 9) Employees shall be instructed to ensure that all guards and other protective devices are in proper places and adjusted, and shall report deficiencies promptly.
- ❖ 10) Workers shall not handle or tamper with any electrical equipment, machinery, or air or water lines in a manner not within the scope of their duties, unless they have received instructions from their supervisor.
- ❖ 11) All injuries shall be reported promptly to the supervisor so that arrangements can be made for medical or first aid treatment.
- ❖ 12) When lifting heavy objects, the large muscles of the leg instead of the smaller muscles of the back shall be used.
- ❖ 13) Inappropriate footwear or shoes with thin or badly worn soles shall not be worn.
- ❖ 14) Materials, tools, or other objects shall not be thrown from buildings or structures until proper precautions are taken to protect others from falling objects.
- ❖ 15) Employees shall cleanse thoroughly after handling hazardous substances, and follow special instructions for those products.
- ❖ 16) Before leaving any job, be sure it is in a safe condition.
- ❖ 17) Work shall be arranged so that employees are able to face a ladder and use both hands while climbing.
- ❖ 18) No burning, welding, or other source of ignition shall be applied to any enclosed tank or vessel until it has first been determined that no possibility of explosion exists and authority for the work is obtained from their supervisor.
- ❖ 19) Any damage to scaffolds, false work, or other supporting structures shall be immediately reported to the supervisor and repaired before use.

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### **Reporting Unsafe Conditions and Work Related Accidents and Injuries**

Contact TeamQuest Staffing immediately if you are asked to perform duties other than those specified by your assignment. Report any unsafe conditions immediately to your on-site client supervisor as well as your TeamQuest Staffing Personnel Coordinator. Notify your on-site client supervisor and ask for instructions if you are unsure of any job task you are asked to perform. Notify your on-site client supervisor if you observe another employee engaged in an unsafe act. Report any accident or injury that resulted from your job-related duties to your on-site client supervisor and seek first aid. The injury shall be reported to your on-site client supervisor no later than the end of the shift on which you suffered the injury. Also, contact the TeamQuest Staffing office immediately – by using

office voice mail or pagers if available – and under any circumstances by no later than the end of your shift to report any work related injury.

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### **Emergency Procedures**

The on-site client supervisor will inform you of the location of emergency exits as well as evacuation assembly points. In the event of an emergency, follow the instructions of your on-site client supervisor. Do not use fire extinguishers or other fire fighting equipment nor become involved in rescue operations

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### **Hazard Communication**

Standard Right to Know Employees of TeamQuest Staffing have the right to know the properties and potential safety and health hazards of substances to which they may be exposed. Such knowledge is essential to reducing the risk of occupational illness and injury.

Goals of Right to Know: To help you reduce the risks involved in working with hazardous materials To transmit vital information to employees about real and potential hazards of substances in the work place To reduce the incidence and cost of illness and injury resulting from hazardous substances To promote public employer's need and right to know To encourage a reduction in the volume and toxicity of hazardous substances

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### **How to Determine Which Substances Are in Your Place**

The client you are assigned to will provide site-specific training on the Chemical Information List (CIL). In addition, train and explain the extent of the hazard of each substance on the CIL, and protective measures required in using the chemical, locate the Material Safety Data Sheet (MSDS) for each substance. The MSDS will provide an in-depth analysis of the substance along with all precautions necessary to handle the substance safely.

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### **Proper Lifting and Carrying**

Lifting & Carrying Do's - Do use approved lifting techniques: face the load, make sure your feet are on level firm ground, bend your knees, grasp the load securely, and raise the load keeping your back as straight as possible. - Do use the leg muscles to lift the load, never the back. - Do warm up stretches before lifting, especially after any period of inactivity. Many back injuries can be prevented this way.

Lifting & Carrying Do Not's - Do not lift while your body is twisted, especially the lower back. - Do not block your vision with the load, especially while moving. - Do not lift more than 40 pounds unassisted.

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### **Machinery and Equipment -**

- Always notify your TeamQuest Staffing office immediately if you believe the machinery or equipment you are asked to operate is unsafe.

- Always wear required personal protective equipment.
  - Never operate any equipment or machinery until you have received specific instructions on safe operating procedures, safety devices, and equipment guards from your on-site supervisor.
  - Never attempt to tamper with or bypass any machine safety device or guard.
  - Never operate any machinery that has broken or defective safety devices or guards.
  - Notify your on-site client supervisor immediately if such a condition exists.
  - Never Assume the power is turned off to any piece of equipment. Your on-site client supervisor will inform you of your restrictions as an affected employee under the customer's Lockout/Tagout Program.
  - Never place any part of your body into the point of operation of any machine.
  - Never attempt to perform maintenance or service on any of the client's equipment.
  - Never wear loose clothing, rings, and jewelry or allow hair to dangle when operating machinery
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### **Mobile Powered Equipment -**

- Do not operate any forklift devices, pallet jacks, tractors, construction equipment, or mobile powered machinery unless you have the approval of your TeamQuest Staffing Personnel Coordinator.
  - Do notify your TeamQuest Staffing office immediately if you are directed by the client to operate any forklift or other mobile powered machinery without the prior approval of your TeamQuest Staffing Personnel Coordinator.
  - You must pass the client's equipment operator certification testing program before approval will be given by a TeamQuest Staffing Personnel Coordinator to operate any mobile powered equipment.
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### **Tools**

- Always use the correct tool for the task.
  - Always make sure there are no signs of physical damage to hand held electrical equipment.
  - Always check to see that the cord is not damaged and the plug has no exposed wiring or missing prongs
  - Always wear safety glasses or goggles when using any pressurized air system.
  - Never use damaged tools.
  - Never attempt to use any tools that you are unfamiliar with until you have received instruction and authorization.
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### **Office Safety Rules**

Although offices are relatively safe workplaces, accidents do occur, and usually in two main categories: Slip/Trip/Falls and Lifting.

- Wear safe shoes to work, low heels, and closed toes.

- Keep floor areas around your workstation free of boxes, extension cords, loose rugs, spilled liquids or other slip or trip hazards.
- Keep desk and file drawers closed when not in use.
- Always walk, do not run. Use handrails on stairs or ramps.
- Never climb on top of desks, chairs, or shelves. Use the proper stepladder or ask for assistance.
- Avoid lifting loads over 40 lbs. in weight. If lifting is required, use the safe lifting procedure with a straight back, bend at knees, firm grip, and lift with legs.
- Never try to move heavy office furniture by yourself. Get help.
- Avoid bending at the waist or excessive twisting of the back – turn your feet in the direction you want to go and use the safe lifting procedure.
- Know the location of first-aid kits, fire extinguisher, and how to report fires or accidents or other emergencies.