

**EMPLOYEE HANDBOOK**



**Staff Power Global**

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**WELCOME** We are looking forward to have you join our team! Remember we are always a resource for you and if you have any questions, please feel free to reach out to any of our offices.

### **WE ARE AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER**

Staff Power Global is firmly committed to treating employees and applicants for employment according to their experience, talent and qualifications for the job, without regard to their race, religion, color, national origin, sex, age [if over forty (40)], or disability (if otherwise qualified to do the job). Our policy in this regard covers all employment decisions, including recruitment, hiring, placement, promotions, layoffs or terminations, rates of pay, employee benefits and selection for training.

This policy regarding equal treatment prohibits any type of harassment or retaliation for any type of activity protected by appropriate Federal or State anti-discrimination laws. Accordingly, Staff Power Global strictly prohibits any employee from harassing another employee on the basis of his/her race, religion, color, national origin, sex, age or disability; and Staff Power Global strictly prohibits any type of retaliation for any employee engaging in any activity protected by the appropriate Federal and State anti-discrimination laws.

We are firmly committed to complying with all provisions of the Fair Labor Standards Act, as amended, which establishes minimum rates of pay and overtime pay requirements. We likewise support the Equal Pay Act amendments to that law.

Staff Power Global is also committed to complying with the Americans with Disabilities Act of 1990. Accordingly, all employment decisions made with regards to applicants for employment or persons previously employed will be made regardless of the existence of a disability. Once it is known that an individual suffers from a disability and that person is otherwise qualified for the job in question, we will offer reasonable accommodations, provided the accommodation does not cause an undue hardship. This determination will be made on a case-by-case basis, dependent upon the facts involved. No employee or applicant for employment will be denied employment because of the need for reasonable accommodation.

Staff Power Global recognizes that employees with a life-threatening illness, such as AIDS, may wish to continue their employment. In fact, continued employment may be therapeutically important to their recovery process. Staff Power Global also recognizes that it must satisfy its legal obligation to provide a safe work environment for all employees, customers and other visitors to our premises. As long as employees who have a life-threatening illness are able to maintain acceptable performance standards in accordance with established Company policies and procedures, and the weight of medical evidence continues to indicate that the illness can not be transmitted by casual work place contact, employees with a life-threatening illness will be permitted to continue to work.

The Immigration Reform and Control Act of 1986 makes it unlawful for an employer to knowingly hire, recruit or refer for a fee for employment in the United States any individual (citizen or alien) not supplying proper documentation to verify his eligibility to work in the United States. Staff Power Global will comply fully with this law. In the event it is determined

an individual does not have the appropriate documentation, that individual will be subject to termination.

Consistent with the Age Discrimination in Employment Act, we will not discriminate against anyone over the age of forty (40).

Management complies with the requirements of the Occupational Safety and Health Act and reviews applicable safety regulations intended to provide all employees with a safe place to work. In this regard, each employee is requested to assist management in its obligation to provide a safe place to work.

Further, we resolve to respect the Right-to-Work laws of Texas and will carefully protect each employee's right to enjoy all the privileges of employment without regard to his membership or non-membership, affiliation or non-affiliation in any employee organization or association.

### **ANTI-HARASSMENT POLICY**

Staff Power Global has adopted a policy regarding conduct considered to be sexual harassment according to Title VII of the Civil Rights Act of 1964. Sexual harassment is any unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

- (1) Submission to such conduct is either an explicit or implicit term or condition of employment;
- (2) Submission or objection to such conduct is used as a basis for an employment decision affecting the person rejected or submitting to the conduct; or
- (3) Such conduct has the purpose or effect of substantially interfering with an affected person's work performance or creating an intimidating, hostile, or offensive work environment.

In addition to our policy of prohibiting harassment that is sexual in nature, we also do not tolerate harassment of our employees or job applicants that is related to an individual's race, color, sex, religion, national origin, citizenship status, age, or disability. For these purposes, the term harassment includes, but is not necessarily limited to slurs, jokes, other verbal, graphic or physical conduct relating to an individual's race, color, sex, religion, national origin, citizenship status, age or disability.

Harassment of our employees in connection with their work by non-employees may also be a violation of this policy. Any employee who becomes aware of any harassment of an employee by a non-employee should report such harassment to his/her supervisor, manager or department head.

If you feel that you are being harassed, you should make your feelings known to your supervisor within forty-eight (48) hours of the occurrence. The matter will be investigated immediately and, where appropriate, disciplinary action will be taken. If you do not feel that the matter can be discussed with these individuals, or if you are not satisfied with the way that your report has been handled, you must contact Staff Power Global Human Resources, 15033 Nacogdoches, Ste 107, San Antonio, Tx 78247: Human Resources, [HR@staffpowerglobal.com](mailto:HR@staffpowerglobal.com), 210-267-1900. **Do not**

**assume that Staff Power Global is aware of the harassment. It is your responsibility to report incidents of which you are aware.**

**NOTE: Should you believe a Supervisor or Manager, including your own, is engaging in improper conduct, you must report it to the 24 HOUR Employee Complaint Contact: Eli Garcia: Call and/or leave a voicemail at 888-891-0473 as soon as possible. Allegations of harassment by management employees are viewed very seriously and will be investigated promptly and dealt with appropriately.**

Violation of this policy by an employee shall subject that employee to disciplinary action, up to and including immediate dismissal. Failure to report such conduct may also constitute a violation of this policy and subject an employee to disciplinary action. Those employees who do report conduct in violation of this policy will not be subject to retaliation for reporting such a claim to management.

Along with the right of all employees to work in an environment that is free from unlawful discrimination and harassment come certain employee responsibilities. An employee's failure to adhere to such responsibilities may result in discipline, up to and including termination. Such responsibilities include:

- (1) Behaving in a manner which promotes a pleasant work environment.
- (2) Promptly reporting concerns about inappropriate behavior, including but not limited to sexual harassment.
- (3) Cooperating in an investigation of complaints of workplace misconduct.
- (4) Promptly reporting concerns about perceived retaliation for having complained about harassment or having participated in an investigation.
- (5) Always telling the truth . . . keeping in mind that harassment of any form is a serious matter that can affect people's lives and livelihood.

If you feel you have been harassed or treated in a way that violates Staff Power Global's Anti-Harassment Policy, please follow the reporting guidelines set forth in the Policy. Prompt reporting of concerns about possible harassment is essential so that Staff Power Global can respond quickly and prevent problems from escalating.

### **GENERAL CONDUCT POLICY**

Every Staff Power Global employee is required to comply with all Staff Power Global policies and procedures and those of Staff Power Global client company policies and procedures for which you are assigned. Employees are expected to abide by the law and to act with the highest level of ethics, honesty, and integrity.

It is Staff Power Global's policy that employees maintain a working environment that encourages mutual respect, promotes civil and congenial relationships among employees and is free from all forms of harassment and violence. Employees have the right to conduct their work

without disorderly or undue interference from other employees. Staff Power Global prohibits employees from violating this right of their co-workers.

Staff Power Global encourages a congenial work environment of respect and professionalism. Therefore, prohibits employees from harming or threatening to harm other employees, clients, vendors, visitors or property belonging to any of these parties. This prohibition includes but is not limited to acts such as:

- Physically harming others.
- Verbally abusing others.
- Using intimidation tactics and making threats.
- Sabotaging another's work.
- Stalking others.
- Making malicious, false and harmful statements about others.
- Publicly disclosing another's private information.

Failure to comply with these policies and procedures may result in disciplinary action up to and including termination.

### **EMPLOYMENT AT-WILL POLICY**

Employment at Staff Power Global is on an at-will basis. This means that either you, Staff Power Global or the client company to which you are assigned, may terminate employment at any time, with or without reason or notice. An employment contract for a specified duration may be entered into only in writing and if signed by the Owners.

Any other terms of employment, either express or implied, are made subject to and are subordinate to Staff Power Global's core policy of "at-will" employment. Any deviation from Staff Power Global's core policy of "at-will" employment is effective only if it is made in writing, expressly states that it "overrides Staff Power Global's core policy of at-will employment," and is executed by an Owner or an officer of Staff Power Global

Nothing in this employee handbook is intended to or creates an employment agreement, express or implied. Nothing in this handbook or in any other documents (such as benefits statements, performance evaluations, or any other written or verbal communications) is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time.

### **BASIC DEFINITIONS**

We have established the following employment classifications and definitions:

1. **Employee**: Any applicant or employee of Staff Power Global whom requests work placement for Staff Power Global client companies. This does not include Regular Full Time Employees.
2. **Regular Full-time Employees**: A regular full-time staff employee working internally for our office staff (not subject to placement assignments) is an individual who consistently works thirty

(30) or more hours per week as assigned by management. This employee is eligible for all of the employee benefits given by Staff Power Global such as paid time off, and leaves of absence (if approved by Management).

3. Regular Part-time Employees: A regular part-time employee is an individual who, on the average, works less than thirty (30) hours per week as assigned by Management.
4. Continuous Uninterrupted Service: When used in this Handbook, the term "continuous uninterrupted service" shall mean an employee's continuous performance of productive work for Staff Power Global. An employee's "continuous uninterrupted service" may be deemed broken for several reasons. By way of example only, an employee's "continuous uninterrupted service" may be deemed broken when the employee fails to report for work for two (2) consecutive working days without an acceptable reason and without notifying management. However, absence due to military reserve duty, authorized family/medical leave, maternity/birth leave or jury duty shall not be counted as time absent for the purpose of this definition.
5. Company Client: This is the client of Staff Power Global, of which you will be working on their premises but are still deemed an employee of Staff Power Global.
6. Placement/Assignment: The work, location, and shift accepted by employee.

#### **EMPLOYMENT POLICY - REQUIRED STANDARDS FOR REGULAR EMPLOYMENT**

To be accepted as a regular employee, you must:

1. Supply satisfactory work and character references.
2. Supply Social Security number and provide proper INS documents that indicate an applicant's eligibility to work in the U.S.A.
3. Be at least sixteen (16) years of age. Prospective employees under eighteen (18) years of age must submit written parental consent and proof of age prior to being hired.
4. Understand, agree to and sign the required employment forms and the Employee Statement on the last page of this Employee Handbook.
5. Possess the mental and physical ability to perform the essential functions of the job classification to which you are assigned, either with or without a reasonable accommodation.
6. Arrange for dependable transportation to and from your job.

#### **PROVISIONAL PERIOD**

The first ninety (90) days of employment are a time of orientation and will be considered the Provisional Period. At or around the end of the Provisional Period you will receive feedback regarding your performance. Successful completion of the Provisional Period does not alter or change the at-will employment relationship.

## **PLACEMENTS / ASSIGNMENTS**

When you accept an assignment, you will be making a commitment that you will work for the duration of the assignment.

- Follow and comply with the rules, policies, procedures, and working conditions established by Staff Power Global clients for their premises.
- If you are unsure of something, check with the client or your Staff Power Global Representative. Do not be afraid to ask questions on the job about the tasks you are performing.
- Do not approach the client about full-time employment. If you have an interest in a position let your Staff Power Global Representative know.
- Anytime you work overtime, you are required to report those hours to Staff Power Global when you submit your hours worked. Overtime hours must be approved and authorized by client.
- Pay rates are confidential and should never be discussed with co-workers.

## WHEN TO NOTIFY

Make Staff Power Global aware if the following situation(s) occur:

- If you are going to be late or absent due to an unavoidable circumstance.
- If you have a schedule conflict or emergency.
- If your job duties are different or have changed from those originally described to you.
- If you are injured on the job or the work environment seems unsafe.
- If your contact information has changed (address, phone number, e-mail address)
- If any problem arises while on the job that you don't know how to handle.
- If you have acquired new skills or have upgraded your existing ones.
- If the client wishes to hire you as their employee.
- When your assignment is ending and when you will be available for your next assignment.

During our office hours, M-F 8AM-12PM 1PM-5:00PM, you may call your local office to inform them of any issues listed above. Should you need to reach us outside of those hours, our offices have 24-hour voicemail services so you can leave a message at any time and someone will be checking those voicemails and contact you. Failing to call us prior to the start of the assignment when you are late or when you cannot go to an assignment may result in disciplinary action up to and including a voluntary quit and/or termination.

CORPORATE OFFICE: 210-267-1900  
24 HR VOICEMAIL: 210-306-2212

## AVAILABILITY

When your assignment with a client ends, contact Staff Power Global by the following Monday to report availability work status and every Monday thereafter. If you fail to contact Staff Power Global upon conclusion of your assignment, you may be considered to have voluntarily resigned, and unemployment benefits may be denied.

**TO REPORT YOUR AVAILABILITY CONTACT ONE OF THESE LOCAL BRANCHES:**

**SAN ANTONIO BRANCH:  
PHONE: 210-267-1900  
15033 NACOGDOCHES, STE. 107  
SAN ANTONIO, TX 78247**

**AUSTIN BRANCH:  
PHONE: 512-585-9780  
1900 E. OLTORF, STE. 109  
AUSTIN, TEXAS 78741**

## ATTENDANCE POLICY

The purpose of this policy is to minimize unscheduled absences and promote the efficient operation of Staff Power Global and the client company to which you are assigned. Employees are expected to report to work as scheduled, on time and prepared to start work. Employees also are expected to remain at work for their entire work schedule. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.

Any employee who fails to report to work without notification to Staff Power Global and client for a period of one day will be considered to have voluntarily terminated their employment relationship. "Absence" is defined as the failure of an employee to report for work when the employee is scheduled to work. The two types of absences are defined below:

**Excused absence** occurs when all three of the following conditions are met:

1. The employee provides sufficient notice to client
2. The reason is found credible or acceptable by client
3. Such absence request is approved by client

**Unexcused absence** occurs when one of the three conditions mentioned above (*Excused absence*) are not met. Staff Power Global uses the employee's term of assignment when determining an excessive amount of unexcused absences.

If it is necessary for an employee to be absent or late for work because of an illness or an emergency, the employee must notify Staff Power Global and the client company to which you are assigned prior to the employee's scheduled starting time on that same day. If the employee is unable to call, we recommend as a courtesy he or she have someone make the call for the employee.

Employees who have two consecutive days of absences because of personal injury must give Staff Power Global proof of physician's care. If an injury prevents an employee from performing their regularly scheduled duties, a physician's statement must be provided verifying:

1. The nature of the injury
2. If and when the employee will be able to return to work, if applicable, and
3. Whether the employee is capable of performing his or her regularly scheduled duties, and if not, what duties the employee is capable of performing.

The employee is responsible for providing Staff Power Global with the above-described physician's proof of physician's care. Physician's releases may be faxed to 512-904-8010 or call your local office for options on sending Physician releases.

To be considered an excused absence as defined above, sufficient notice must be given to the client. Sufficient notice is at the discretion of the client. For an emergency absence occurring during an employee's shift, the employee must notify their client supervisor prior to leaving the premises.

Without an acceptable excuse, the employee may be subject to immediate termination. The client must approve any exceptions to this provision or any conflicts in scheduling.

### **PAY POLICY**

You are employed and paid by Staff Power Global. We pay every Friday, however this may change during a holiday week. You will receive pay for the hours you worked the previous work week. Unless you are told otherwise, the work week includes any hours worked Monday-Sunday. All employees will be paid by either Direct Deposit or Pay Card. Payment to your direct deposit or pay card account will occur on Friday; please note different banks have different posting times. Should you lose your paycard, please contact us for a replacement paycard. We do not mail out the check stub, check information is online for viewing. If you need additional verification of employment for loans, please contact your local office or fax documentation to 512-904-8010.

### **PAY STUBS**

We encourage everyone to check their pay and download their pay stubs online by logging in online at the following website:

[www.staffpowerglobal.com](http://www.staffpowerglobal.com)

Click the Employee Tab and go to the employee page, once on the employee page, Click PayStubs for how to access your pay stubs online.

You may also go directly to the instructions page listed below.

[www.Doculivery.com/MyPay](http://www.Doculivery.com/MyPay)

Please contact your local office immediately if there are any discrepancies with your pay.

### **PAY PERIOD**

Monday through Sunday (*unless Client Company has a different pay period*)

### **STANDARD TIME RECORDING PROCEDURES**

Staff Power Global has many methods to collect your hours worked each week. The method is based on client company preference. Your Recruiter will notify you the means to which you are required to turn in your time. Contact your Staff Power Global Representative immediately if you are unsure. *Options Include:*

1. **Online Timesheet**
2. **Paper Timesheet**
3. **Time Clock:** Provided by Staff Power Global or client
4. **Client Timesheet:** Provided by client
5. **Client** may handle collecting your time to send directly to our Accounting Dept.
6. *Other options may vary*

## **TIME APPROVAL PROCEDURES**

It is your responsibility to ensure your time is recorded fully and accurately. If there is a SIGN IN SHEET, please write clearly and ensure it is legible, failure to do so may delay you getting paid. **Please be sure all of the following items are completed on the paper timesheet. Failure to do so may cause a delay in receiving your paycheck.**

If you have any payroll questions during your assignment, please contact your local office.

## **DURATION OF EMPLOYMENT**

As a general rule, all employees are hired for an indefinite period of time and either the employee or Staff Power Global is free to terminate the employment relationship at will. No exceptions will be permitted or recognized unless clearly stated in a written agreement signed by both a Staff Power Global Manager and the Employee.

## **TERMINATING EMPLOYMENT**

We urge you to discuss with your supervisor any problem which might lead to your resignation. We would like the opportunity to help solve the problem and keep you as a valued employee. Even if you are experiencing a problem in your work situation which is not serious enough for resignation but is nevertheless of concern to you, we want to know about it so we can improve conditions if possible.

When leaving the employ of the Staff Power Global, employees may be asked to have an exit interview. The purpose of this exit interview is to find out how we can do a better job with our employees and to answer any questions the employee may have about his termination.

An employee is not entitled to any severance pay at the termination of his employment. Employees voluntarily leaving Staff Power Global who have given at least two (2) weeks advance notice of termination will be paid for all unused personal time off benefits accumulated at the time of notice of termination. Employees leaving employment under any other circumstances will not be entitled to accrued but unused paid time off benefits.

If you quit or are discharged, you might have the privilege of converting certain benefits of the group hospitalization and life insurance plan to a private policy in addition to certain continuation benefits. See your insurance booklet for details regarding eligibility.

## **BRANCH HOURS OF OPERATION**

Hours of operation for all branches are 8:00AM-12:00PM , 1:00PM-5:00PM local time, Monday through Friday. Each branch is required to have a Recruiter or Staffing Coordinator on site at all times. The following are noted exceptions:

- Designated lunch hour (12PM-1PM);
- Client lunches;

- Tour or meetings at a client location;
- With approval of the CEO, Vice President or President.

Temporary employees should only be used as a replacement for Staffing Coordinators on rare occasions and when approved.

### **OVERTIME**

Employees shall be required to work overtime when directed by their supervisors. Failure of an employee to work assigned overtime when requested may be grounds for immediate dismissal and/or other disciplinary action. The same applies to employees signing up for voluntary overtime. Employees who are required to work or who have volunteered to work overtime hours may request to be excused in case of a personal emergency, provided other employees who possess the necessary qualifications are available and willing to perform the necessary work.

### **LEAVES OF ABSENCE**

Whenever a regular full-time employee is to be absent for five (5) or more consecutive scheduled work days for any acceptable reason other than vacation, a leave of absence must be requested in writing and approved by his/her supervisor. A leave may be taken in the event of a disability caused for any reason, including on or off the job injury or illness, including pregnancy. The leave may be with pay and benefits, without pay and benefits, or a combination thereof, depending on the circumstances, with the decision to be made at the sole discretion of management. In order for a leave to be granted other than a medical emergency, the employee must submit his written request at least thirty (30) days prior to the requested absence. In the event of an emergency, the form will be completed by the supervisor and a copy will be given to the employee. In some instances (i.e., family and medical leave) additional notice may be required.

All leaves of absence granted shall be without loss of seniority, but an employee's seniority shall not continue to accumulate during this leave. Thus, a leave of absence interrupts the timetable for accumulating any employee benefits. Upon his return, the employee will resume eligibility for earned vacation based on his seniority date at the time of departure.

An initial leave of absence may be granted for up to 90 days with an extension for another 90 days. Unless an extension is requested in writing by the employee at least ten (10) days prior to the expiration of the originally approved leave and approved by the proper member of management, an employee who does not return to work on the first regular working day following the end of the period provided in the leave of absence shall be considered as having voluntarily quit. In no event shall a leave of absence extend beyond six months, except in those instances required by law. Every effort will be made to place an employee in the same job or in a comparable job upon returning from a leave of absence. If any position is offered to the employee upon return from a leave of absence and the employee fails to accept such offer, he will be considered as having voluntarily quit his employment with Staff Power Global.

## FAMILY/MEDICAL LEAVE OF ABSENCE

All employees who have been employed for at least 12 months prior to the request for leave (performing at least 1250 hours of service over the last 12 months) are eligible to take a Family/Medical Leave of Absence (FMLA) for the following reasons:

- the birth, adoption or placement through foster care of a child and to care for that child (within 12 months of birth/placement).
- to care for a child,<sup>1</sup> spouse or parent<sup>2</sup> who has a serious health condition.
- your own serious health condition.
- If you are an eligible employee, you may receive up to 12 weeks of FMLA leave during a "rolling" 12 month period for any of the reasons stated above. The rolling twelve months is reviewed by looking back at the 12 months prior to a leave request to determine how much leave has been taken.
- Intermittent leaves and leaves taken by reducing your work schedule will be granted when necessary due to your own serious health conditions or that of a covered family member. Intermittent and/or reduced schedule leaves due to the birth, placement or adoption of a child may be granted with the authorization of your supervisor.
- If you work a reduced hours schedule due to an intermittent FMLA leave, you will receive an adjustment to your pay based upon the reduced schedule.
- Staff Power Global reserves the right to limit the leave period for spouses when both are employed by Staff Power Global to a combined total of 12 workweeks of FMLA leave per year for the birth, placement or adoption of a child or to care for a parent with a serious health condition. This restriction would not apply to FMLA leave taken for other reasons.

### **Requesting FMLA Leave**

A 30 day notice of request for FMLA leave is required whenever the leave is foreseeable. If the leave is unexpected, notice must be given as early as possible (within 1-2 working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible). If the leave is due to your own medical emergency, have a family member or other adult contact your manager as soon as possible if you are unable to do so. A form to request FMLA leave can be obtained from your manager. If the dates of the anticipated leave period change, you are required to notify your manager of such change as soon as practicable.

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1 Child means a biological, adopted or foster child, stepchild, legal ward or child of a person standing in loco parentis (responsible for day-to-day care and financial support) either under age 18, or age 18 or older and incapable of self-care due to a mental or physical disability.

2 Parent means a biological parent or an individual who stands-stood in loco parentis to you.

## **Certification/Verification**

You will be required to submit verification for the leave, such as medical certification for your own serious health condition or that of a family member, birth certificate, adoption papers, etc., as well as periodic recertification of medical status. Staff Power Global may require you to periodically report on the status of your leave and your intent to return to work. If your FMLA leave was due to your own serious medical condition, you may be required to provide verification from your health care provider upon your return to work that you are able to perform the essential functions of your position with or without specified reasonable accommodation.

## **Reinstatement**

As an eligible employee, you will be restored to your previous position or an equivalent one upon return from your FMLA leave with the same pay, benefits and other terms and conditions of employment unless your former position was eliminated due to a reduction in force, restructuring or other job elimination that was unrelated to your leave.

Those employees defined as "key employees" under the FMLA may be denied reinstatement at Staff Power Global's discretion and will be notified of such at the time leave is requested or as soon as a determination can be made by Staff Power Global that reinstatement of such "key employee" will result in substantial and grievous economic injury to operations.

## **Benefit Eligibility and Compensation During a Leave of Absence**

- Group health and life insurance benefits will continue while on leave provided you continue to contribute your portion of any premiums. Employee only costs will be paid. These benefits will cease if you inform Staff Power Global of your intent not to return from leave, if you fail to return from leave, or if your leave expires pursuant to other leave policies.
- You will not receive holiday payment for any holidays that fall during the leave period.
- The timing of performance appraisals and salary increases may be adjusted based upon the length of the leave in accordance with Staff Power Global's policy.

## **MILITARY LEAVE**

A leave of absence will be approved for service in the Armed Forces or National Guard, or for attendance at annual military encampment or cruise. The Uniformed Services Employment and Reemployment Rights Act and other applicable laws shall govern the terms of re-employment. Such leave is granted upon written application and presentation of appropriate military orders.

## **JURY DUTY**

If you are summoned to serve on a court jury, you should show your summons to your local branch promptly so that proper schedule arrangements can be made. You should also keep your supervisor regularly informed of when you expect to return from jury duty. Your position will

be held for you for the duration of your jury duty. If you are dismissed early from jury service, you are expected to immediately return to your job.

### **BEREAVEMENT LEAVE**

In the event of a death in the immediate family, a regular full-time employee will be allowed a leave of absence without pay not to exceed three (3) working days. For purposes of this policy, immediate family is defined as parent, spouse, sibling or child, grand-parent, father-in-law and mother-in-law. If the days fall within your vacation, a holiday or a weekend, no further adjustment will be made for hours or wages. Your supervisor must be notified immediately of the forthcoming absence so that proper schedule arrangements can be made.

### **PERSONNEL RECORDS**

Personnel records of any individual employee are available for review by that employee in the Accounting Office upon reasonable notice and request. These records are property of Staff Power Global and may not be removed from the Accounting Office. Similarly, photocopies of these records will not be made available.

### **PRIVACY POLICY**

Staff Power Global retains personnel records in accordance with Staff Power Global's corporate policies as well as federal and state laws governing records retention. If Staff Power Global's retention procedure is not of sufficient duration for any state in which Staff Power Global does business, this procedure will be superseded by state requirements.

The following records are maintained in separate files:

- 1) Pre-employment information;
- 2) I-9 forms;
- 3) Benefits plan and employee medical records;
- 4) Drug test results;
- 5) Health and safety records;
- 6) Background check results.

Employee files are maintained and are considered confidential. Managers may only have access to limited documentation from an employee's file on a need to know basis. A manager considering to hire a former employee or transfer of a current employee may be granted limited access to the file as well.

### **BACKGROUND CHECK POLICY**

The Fair Credit Reporting Act (FCRA) requires employers to first obtain written authorization before conducting a criminal background or credit check. Staff Power Global uses a contracted "third party" background screening service to conduct all checks. Staff Power Global may furnish additional FCRA documents and notices depending on the decision to not hire or not promote solely based on the results from the background check. Staff Power Global intends to follow all city/state regulations regarding background check procedures.

Staff Power Global requires a background check to be conducted on all candidates given an official offer of employment. For some positions Staff Power Global will require a credit check, verification of references, and/or certifications, if deemed necessary. This also applies to current employees that may be offered a promotion into an applicable position.

The hiring manager will consider the background results of each candidate on a case by case, assignment by assignment basis while considering the working environment of the position.

Staff Power Global reserves the right to revise this policy without notice.

### **ADDRESS AND DEPENDENCY CHANGES**

It is important that you notify your supervisor and the Accounting Department of any changes in your home address, telephone number, marital status, dependents, beneficiaries or military reserve status. These changes should be submitted in writing. We would also like to know of any personal accomplishments and achievements or any education or technical skill advancement. If a change should occur, you must provide written notice to your supervisor and the Accounting Department. Keep management advised of the names of the persons to be notified in case of accident or other emergency. Otherwise, our records may not have the necessary information available at a time when it may be vital for you that we know where and how to locate you or your relatives.

It is necessary to notify the Payroll/Accounting Manager at once in the event of change of your dependency status. It is the responsibility of the individual to keep us informed as to this status as Federal penalties may be assessed by the Internal Revenue Service for any such violation.

All notices or other communications required to be sent to an employee will be mailed only to the address last on file with Staff Power Global. Therefore, please remember to provide your new address if you move.

### **EMPLOYEE SUGGESTIONS**

By using curiosity, imagination and job knowledge, you may discover ways to improve your job by saving time, simplifying work, reducing waste, or improving quality. Fresh ideas are encouraged as our business grows and progresses. A significant number of changes in policy and improvements in our methods and operations have come from our employees. If you have an idea, let your supervisor, President or Vice President know about it.

### **SOLICITATION**

For the protection of employees and to avoid disruptions of Staff Power Global's work schedule, solicitation of employees by non-employees for any charitable or commercial purpose, and the promotion, distribution, or circulation of pamphlets, literature, or any other material by non-employees on Staff Power Global's premises is prohibited.

Sales of commercial products and services and the distribution of advertising matter, circulars, leaflets or petitions in connection with commercial products or services are strictly prohibited at all times on client company property.

Working time, unlike meal periods and break periods, is for work. Accordingly, solicitation of employees by other employees is strictly prohibited during either employee's working time. The distribution of literature by employees is forbidden during working time or in working areas. The posting of any leaflets, notices, literature, or other material on Staff Power Global or client company property without the permission of management is strictly prohibited.

Any employee who violates any of the above rules will be subject to disciplinary action, up to and including dismissal.

### **PARKING**

Employees are permitted to park their cars only in areas designated by management. You will be notified by your training supervisor of the appropriate areas.

### **COURTESY**

Use of profane or abusive language is not permitted and will not be tolerated in the work place or on client company premises. In your conversation with members of management and fellow employees, always maintain a courteous and respectful attitude.

### **PUNCTUALITY, TARDINESS OR ABSENCE**

The management team of Staff Power Global realizes that employees may experience illness serious enough for them to stay home from work. If you feel that you cannot perform your job function due to illness, it will be the employee's responsibility to notify your supervisor at least 1-hour prior to your start time, or as soon as you are aware that you will not be at the work place on time or for the entire shift. This procedure is followed for both illness and delays to the workplace.

Although the goal of all productive companies is perfect attendance, illness does occur, and of course, we do not want you in the workplace when you are sick.

Excessive absenteeism, tardiness or failing to follow proper reporting guidelines will result in discipline, up to and including termination.

### **DRESS CODE**

It is a fact. . . people do form impressions of you based on your appearance. Personal appearance is as important on your job as anywhere else. Your appearance must be businesslike, conservative and reflect good taste. While taste is an individual matter, Staff Power Global has established the following guidelines and parameters of appropriate business attire to reflect our company's professional image. Our customers and temporary employees expect us to present a professional demeanor at all times, including our dress.

Please keep hair, fingernails, and toenails clean and well-trimmed. Hairstyles must not be extreme or unusual. No visible tattoos or face piercings.

Shoes must be kept clean and in good repair.

### **Unacceptable:**

- Sweatsuits;
- Stirrup/stretch pants;
- Capris;
- Bare midriff or stomach showing at all;
- Bare backs, halters, tube or tank tops;
- Jeans – unless designated by VP for an occasional casual day

This list is not all-inclusive. If you are uncertain that your choice may be inappropriate, the best rule to follow is not to wear it, choose something else. Use your best professional judgment. Business dress should always suit the occasion and reflect the right image.

### **RULES OF CONDUCT**

We want Staff Power Global to be a safe and pleasant place to work. People who have worked together a long time realize that one person's misconduct may harm all the rest, and they expect certain standards to be set up and followed. For your guidance, the following is a partial list of actions, which are considered against the best interest of Staff Power Global and its employees. Such actions are subject to discipline and, under certain circumstances, termination.

1. Theft, abuse, or destruction or defacing of property not belonging to the employee.
2. Incoherent or abnormal behavior in work areas or during working time which suggests that the employee's physical and/or mental faculties are seriously impaired by consumption of alcohol, narcotics, or any mind-altering agent, chemical, or drug.
3. Attempting to coerce an employee to join or resign from an employee association or organization by means of threats, intimidation, or abusive conduct.
4. Falsification of Staff Power Global records, such as employment applications, expense reports, etc., or the reason for an employee's absence from work.
5. Discourteous or abusive conduct toward customers, co-workers or management.
6. Revealing, without authorization, confidential information obtained in the course of employment, including information about Staff Power Global plans or records.
7. Fighting or illegal gambling on Staff Power Global or placement premises.
8. Tampering with or using fire equipment for purposes other than fire prevention.
9. Commission of any crime while on duty or on Staff Power Global or placement premises or vehicles.
10. Possession of weapons or explosive materials on Staff Power Global or placement premises or vehicles.

11. Acceptance without approval from a corporate officer, of any commission, kickback, discount, or other thing of value from persons or companies doing business with Staff Power Global.
12. Insubordination (including, but not limited to refusal or deliberate failure to follow a reasonable, specific instruction of, or abusive conduct toward a supervisor, manager, department head or any member of management.)
13. Racial, religious, sexist, ethnic or harassing, derogatory slurs or remarks.
14. Leaving work during working hours without the permission of the immediate supervisor or department head.
15. Carelessness or negligence, which results in the destruction or damage of property not belonging to the employee, or endangers life or property.
16. Violation of Staff Power Global rules governing solicitation and distributions.
17. Participation in horseplay or practical jokes, or disorderly conduct of any kind while on Staff Power Global or placement premises or during working hours, including the use of abusive, profane, or threatening language.
18. Careless or inefficient performance of duties, including failure to maintain proper standards of work performance.
19. Malicious gossip or false accusation which tends to destroy friendly relations between Staff Power Global and its employees or between employees.
20. Failure or refusal to cooperate with fellow workers in the work place.
21. Failure to operate client company equipment in a safe and responsible manner.
22. Misappropriating Client Company funds, property, or assets.

An employee who receives a written warning will be required to acknowledge receipt of the warning immediately by signing the warning. The employee's signature on a warning does not mean that the employee admits to any wrongdoing -- it only indicates that he has been notified.

It is not possible to list all rules of conduct. As far as possible, Staff Power Global tries to avoid unnecessary restrictions on your personal conduct because we feel certain that you will follow the generally accepted customs of good taste. In the event of a violation of a rule, fair and just consideration will be given to all of the circumstances.

### **BENEFITS**

All Staff Power Global employees are work place injuries covered through Workers Comp. Please note that Staff Power Global is the employer of record and NOT Client Company and thus, employees are specifically excluded from Client Company benefits.

## INSURANCE

Health Insurance: We have contracted with a major, reputable insurance firm to provide our regular full-time staff employees with a group health insurance program. For questions about Health Insurance, please check your insurance booklet provided to you in your new hire paperwork.

If your employment with Staff Power Global is terminated for any reason, you may have the privilege of converting specified benefits of the group plan to a private policy and continuation rights. See your insurance booklet for details.

The group health insurance should not be confused with benefits which cover job-related injuries or illnesses.

Minimum Essential Coverage (MEC): We offer a minimum essential coverage through our contracted company, please see your insurance booklet for this information.

Dental/Vision Coverage: We offer an elected dental and vision plan in conjunction with our group health insurance for all regular full-time staff employees. Consult your insurance booklet for this information.

Life Insurance: An employee becomes eligible for life insurance coverage at the same time as they become eligible to participate in the group health insurance. Consult your insurance booklet for this information.

Prescription Coverage: Included in the group health insurance is prescription benefits. Consult your insurance booklet for this information.

Note: This policy can be cancelled at any time for any reason by the CEO.

## WORKER'S COMPENSATION INSURANCE

In the event of a work-related injury or illness (as defined by Worker's Compensation laws), all of our employees are covered by Worker's Compensation Insurance. In such cases, instead of our group hospitalization insurance, which covers non-industrial injuries and illnesses, Worker's Compensation pays all of your medical expenses and, under certain circumstances, provides disability pay. Worker's Compensation Insurance is the sole source of disability pay for job-related injuries or illnesses. If, however, you are unable to work at any available job at Staff Power Global because of such a disability, you will also be entitled to use any Sick Leave benefits for which you are eligible. Staff Power Global pays all costs of Worker's Compensation Insurance.

If you are injured on the job or feel that you have an illness caused by your work, STOP WORKING, and report the condition to your supervisor immediately. Failure to do so promptly may disqualify you from benefits. If your supervisor decides to refer you for medical treatment, punch out on the time clock. An employee who has suffered a job-related injury or occupational illness will be permitted to return to work only when he has furnished a doctor's statement

describing the types of work he is capable of performing. Worker's Compensation Insurance pays any fee charged by the doctor for preparing such a statement.

### **EMPLOYER'S NOTICE TO NEW EMPLOYEES**

Staff Power Global has Worker's compensation insurance coverage to protect you. You can get more information about your Worker's compensation rights from any office of the Texas Worker's Compensation Commission or by calling 1 (800) 252-7031.

You may elect to retain your common law right of action if, no later than five days after beginning employment, you notify Management in writing that you wish to retain your common law right to recover damages for personal injury. If you elect your common law right of action, you cannot obtain workers' compensation income or medical benefits if you are injured.

Staff Power Global está cubierto por aseguranza de compensación al trabajador para su protección. Usted puede obtener información adicional sobre sus derechos de compensación al trabajador de cualquier oficina de la Comisión de Compensación de Trabajadores de Tejas, o pueden llamar al 1 (800) 252-7031.

Usted puede elegir retener su derecho a acciones bajo la ley común, si no más tarde de cinco días después de comenzar empleo, usted notifica a Staff Power Global por escrito que usted desea retener su derecho bajo la ley común para recobrar daños por lesiones personales. Si usted elige su derecho de acción por la ley común, usted no puede obtener ingreso de compensación al trabajador o beneficios médicos si es usted lesionado/a.

### **DRUGS AND CONTROLLED SUBSTANCES POLICY**

To ensure a safe, productive work environment at all Client Company facilities and to safeguard Client Company property, Staff Power Global strictly prohibits the use, sale, purchase, transfer, receipt or possession of drugs or controlled substances on any Client Company premises. This prohibition includes Client Company vehicles as well as private vehicles parked on Client Company premises. In addition, Staff Power Global strictly prohibits any employee being at work or at any other location in a representative capacity for Staff Power Global while under the influence of drugs or controlled substances.

Any employee taking a drug or other medication, whether or not prescribed by the employee's physician, for a medical condition which is known or advertised to have side effects that, under any circumstances, may affect or impair judgment, coordination or other senses, or which may adversely affect ability to perform work in a safe and productive manner, must notify his supervisor or other management official prior to starting work. Employees only need to report the potential effects of any questionable medication, not the type or quantity. The supervisor or management official will determine if the employee can remain at work or any other necessary restrictions.

Staff Power Global and Client Company reserves the right to conduct searches, inspections or testing of employees and their personal effects, work stations, purses, other containers or areas located on Client Company premises trusted mostly to the control of the employee, as well as employees' private vehicles if parked on Company premises. Entry onto Client Company

premises or worksites constitutes consent to searches or inspections. The purpose for such searches or inspections under this policy is to determine whether any employee is in possession of or under the influence of drugs or controlled substances. These searches may be conducted at the sole discretion of the Company randomly and/or periodically without prior announcement. When appropriate, items discovered as a result of the Company's searches or inspections may be taken into custody and may be turned over to the proper law enforcement authorities.

Blood and/or urine samples or other medical tests may be required of employees and tested by a laboratory for the presence of drugs or controlled substances. All employees may be tested periodically and randomly at the sole discretion of management at any time without prior notice. Such tests may be required among groups of employees on a random selection basis, or on an individual basis whenever an employee's observed behavior or other evidence raises any questions about the employee's physical condition or fitness to perform his job. Employees who are involved in an incident may be required to undergo drug and controlled substance testing immediately following the incident. Any employee who refuses to submit to a search or inspection, refuses to give blood or urine sample, or is found in possession of or under the influence of drugs or controlled substances at any time will be deemed to be in violation of this policy.

Within the meaning of this policy, "under the influence" is defined as a physical or mental condition which renders an individual unable to perform one or more job duties in a productive manner without risk to the safety and well-being of the individual, other employees, the public or Company property due to the introduction of any substance into the body and/or having an alcohol concentration in the individual's system of 0.04% or more and/or having any detectable level of marijuana (50 nanograms or more per milliliter) and/or having any detectable level, in excess of a trace of other drugs or controlled substances in the body, except those prescribed by a licensed physician and reported to management. A "drug" or "controlled substance" is defined as any narcotic or habit-forming substance, chemical or agent of which the use, possession or sale has been declared illegal by State or Federal law and/or is listed in the Schedule of Controlled Substances of the Drug Enforcement Agency (DEA).

Any employee found in possession of drugs or controlled substances in any quantity while on duty or off duty or on Company premises shall be presumed to intend to use such individually, and/or sell, purchase, transfer or deliver a prohibited substance to another individual for use or payment and will be considered in violation of Staff Power Global policy.

### **WHISTLE BLOWER POLICY**

A whistleblower as defined by this policy is an employee of Staff Power Global who reports an activity that he/she considers to be illegal or dishonest to one or more of the parties specified in this Policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Any Employee who has knowledge of or a concern of illegal or dishonest fraudulent activity is to contact his/her immediate supervisor or contact your Local Staff Power Global office

immediately. Any Employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. Staff Power Global will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact Human Resources via email [HR@staffpowerglobal.com](mailto:HR@staffpowerglobal.com) or by phone 210-267-1900, or email immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

**HUMAN RESOURCES** is responsible for investigating and coordinating corrective action. Any questions regarding this policy may email at [HR@staffpowerglobal.com](mailto:HR@staffpowerglobal.com)

### **PROHIBITION AGAINST WEAPONS OR THREATS**

Staff Power Global prohibits possession or use of weapons, including firearms, on any Client Company premises. Client Company vehicles, as well as private vehicles parked on Client Company premises, are locations included in this prohibition. In accordance with Texas law, employers retain the legal right to prohibit weapons in the workplace. This prohibition includes those firearms that are carried in compliance with Texas law.

Any employee who violates this policy is subject to disciplinary action, including termination of employment. Due to the serious nature of this offense, an employee will be terminated unless extraordinary circumstances warrant a lesser punishment.

Employees must report any violation of this policy. Failure to report a violation is prohibited and any employee who fails to make such a report is subject to disciplinary action, including termination of employment.

Staff Power Global reserves the right to conduct searches or inspections of employees and their personal effects, desks, lockers, briefcases, purses and other containers located on Client Company premises, as well as employees' private vehicles, if parked on the Client Company's premises. Entry onto Client Company premises constitutes consent of a search or inspection. Searches or inspections may be conducted at the discretion of the Client Company from time to time without prior announcement. When appropriate, items discovered as a result of searches or inspections may be taken into custody and may be turned over to the proper law enforcement authorities. Any employee who refuses to consent to or permit a search by Staff Power Global or company clients will be terminated, unless extraordinary circumstances warrant a lesser punishment.

Verbal threats of violence or threatening behavior is prohibited. Violation of this policy will subject the employee to disciplinary action, including termination. Due to the serious nature of this offense, any comment will be taken seriously and it will not be accepted as an excuse that

the employee intended the comment in a joking or harmless manner or that the employee made such statement while angry. If you receive a threat or are treated in a hostile manner, you must not respond in kind, but should report the matter to your supervisor who will deal with the parties involved. Responding in kind, except to legitimately defend yourself if in physical danger, is a violation of this policy and will result in discipline, up to and including discharge.

### **WORKPLACE MONITORING**

Workplace monitoring may be conducted by Staff Power Global to ensure quality control, employee safety, security and customer satisfaction.

Employees who regularly communicate with customers may have their telephone conversations monitored or recorded. Employees may also have their voicemail monitored. Telephone and voicemail monitoring is used to identify and correct performance problems through targeted training. Improved job performance enhances our customers' image of Staff Power Global, as well as their satisfaction with our service.

Staff Power Global may conduct video surveillance of non-private workplace areas. For the purposes of this policy, the workplace is considered to include any place or establishment where employees may be performing services for the company, including, but not limited to deliveries, stocking, merchandising, special events and long haul deliveries. Video monitoring is used to identify safety concerns, maintain quality control, detect misappropriation of property and misconduct, and to discourage or prevent acts of harassment and workplace violence.

In order to enable employees to perform their duties, Staff Power Global provides employees with access to computers. The company also permits employees to use its computers for personal use where such use does not interfere with the employee's performance of his/her duties. All employees should be aware, however, that information created and/or stored on those computers or the computer network -- whether related to company business or the employee's personal use -- is the sole property of the company; as such, the company maintains the right to access, review, modify, delete, copy, transfer, print or otherwise utilize or make use of the information without prior notice to the employee. Where the computer allows information to be accessed through the use of a password, employees must notify the Vice President of Operations of their passwords unless otherwise prohibited by law. Although the computers and the information created and/or stored in or by those computers remains the property of the company, employees are not permitted to review another person's computer information unless required in the performance of the employee's duties or expressly permitted by the Vice President of Operations.

In addition to providing employees with computers, the company also provides employees with access to e-mail and the Internet. These are powerful tools that allow instant and wide spread communication that can be a significant benefit to the firm, but can cause substantial harm and embarrassment if used improperly. Personal use of both is permitted within the confines of common sense and the following specific rules:

1. Personal use should be limited to non-work time and must not interfere with or distract from work performance.

2. Storage of personal documents in on-line files should be extremely limited.
3. Caution must be observed when sending material to clients to insure confidentiality.
4. Attempts to read, copy, modify, or delete e-mail messages of other users is prohibited unless it is done for a legitimate company purpose.
5. Sending harassing, threatening, obscene, inappropriate or other objectionable messages via E-mail is prohibited.
6. Sending unsolicited junk mail, "for profit" messages or chain letters is prohibited.
7. Visiting pornographic sites or sites containing sexually-oriented materials is prohibited.
8. Use of the company's computer system to attempt unauthorized access to remote systems is prohibited.
9. Downloading of any programs, data, or other material and introducing personal software onto the Company system is prohibited, or except as expressly approved by the Vice President of Operations.

Information and messages received, transmitted, stored or otherwise obtained through the company's e-mail or Internet system is also considered company property. Therefore, employees should be aware that the company maintains the right to access, review, modify, delete, copy, transfer, print or otherwise utilize or make use of the information such information and messages -- whether related to company or personal matters -- without prior notice to the employee.

The company is sensitive to employee privacy, and will endeavor to conduct workplace monitoring in a respectful manner. Employees must be aware, however, that facilities and equipment, including telephones, voicemail, computers and associated software and applications, are provided to employees for the purpose of performing their duties to the benefit of Staff Power Global. Personal use of facilities and equipment is granted subject to Staff Power Global right to monitor such use, and employees' continued employment constitutes their consent to such monitoring.

As with violations of other company policies, violations of this policy will result in discipline, up to and including termination. To ensure compliance with this policy, each employee is urged to consult with Vice President of Operations if he/she has a question regarding proper usage of company facilities and/or equipment.

STATEMENT OF EMPLOYEE

*NOTE TO EMPLOYEE: Please read this Employee Handbook and keep it handy for future reference. You are required to sign this sheet once you receive this handbook.*

I have received, read and understand the rules and information contained in Staff Power Global's Employee Handbook. I understand that this Employee Handbook supersedes all previously-dated handbooks and/or materials. I understand and agree that the terms and conditions of my employment with the Company are governed, in large part (but not exclusively), by the policies, procedures and description of benefits provided in this Handbook, and I agree to abide by these policies and procedures.

Employee's Initials: \_\_\_\_\_

I understand that Staff Power Global may from time to time change, modify, alter, substitute, or add to the information contained in this Handbook. In turn, reasonable notification will be provided by the Company of such changes and the incumbent rights, obligations and privileges as a result of such alterations.

Employee's Initials: \_\_\_\_\_

I understand that nothing contained in this Handbook shall be construed as a contract of employment and that I am employed by the Company at-will, with either me or the Company having the right to terminate the employment relationship at any time and for any reason, with or without notice.

Employee's Initials: \_\_\_\_\_

Finally, I understand that Staff Power Global has a policy prohibiting harassment, including sexual harassment. I agree that if I witness an act of harassment, or if I am subject to an act of harassment, I will immediately report that conduct as required by the Company's policy.

Employee's Initials: \_\_\_\_\_

\_\_\_\_\_  
Employee Name (Printed)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date