

## EMPLOYEE HANDBOOK



# AMERICAN WORKFORCE GROUP, INC.

Welcome to American Workforce Group (AWG)!

This Employee Handbook is intended to provide employees with a general understanding of AWG personnel policies. This Employee Handbook, however, cannot anticipate every situation or answer every question.

This Employee Handbook, is NOT an employment contract or a legal document. None of the following policies or standards of conduct are intended, nor shall they have the effect, of interfering or inhibiting any employee in the exercise of any right guaranteed or protected by law.

Please read through these policies carefully and retain this Employee Handbook for future reference. AWG reserves the right to change or revise policies, procedures, and benefits described in this Employee Handbook, other than the Employment-at-Will provisions, whenever AWG determines that such action is warranted. Should any questions arise or there is a lack of understand of the content of this Employee Handbook or any changes that occur, it is the employee's responsibility to ask AWG for further clarification.

This Employee Handbook supersedes any previous oral or written provisions, descriptions or understandings of AWG's policies, procedures and benefits.

### **Employer's Mission**

We positively impact people & our community by placing motivated, qualified individuals at great places to work!

### **Equal Employment Opportunity Policy**

AWG is an equal opportunity employer. It is AWG's policy to provide equal employment opportunities to all qualified individuals regardless of race, color, creed, religion, national origin, sex, age, disability, veteran status, or other status protected by law. Reasonable accommodation will be provided to qualified applicants and employees with a known disability or for an employee's religious beliefs providing the accommodation does not cause undue hardship to AWG or cause a direct threat to health and safety.

### **Employment at Will**

It is expressly understood that employment with AWG is "at will." Employees retain the right to terminate employment with AWG, at any time and AWG retains a corresponding right to end the employment relationship at any time.

### **Personnel Records**

The accuracy of each employee's personnel records is essential for the proper handling of many issues of importance to each employee as well as to AWG. It is each employee's responsibility to promptly notify AWG of any personal data changes.

As classified by the Telephone Consumer Protection Act (TCPA), by providing AWG with contact information, AWG is authorized to collect, use, store, transfer and purge personal information for employment-related purposes, including but not limited to phone calls/text messages.

### **Open Door Policy**

AWG believes it is extremely important that employees have an effective means of addressing work-related issues. AWG strongly believes that by working together, most any question or concern that may arise can be resolved. AWG prohibits retaliation against an employee for exercising his/her right to address issues of concern.

Please use the following procedure in expressing concerns:

- ✓ Employees must first speak directly with a recruiter.
- ✓ If an employee is not satisfied with the outcome of speaking with a recruiter or feels they cannot discuss the issue with a recruiter, they may bring the matter to an AWG supervisor. The AWG supervisor will carefully review the facts, consider their position and make a final and binding decision.

### **Dress Code**

It is in AWG'S best interest to present a professional image to its customers, suppliers and the public. Therefore, while AWG has no formal dress code, it expects employees to dress in a manner consistent with good hygiene, safety and good taste. REMEMBER: you are a direct representation of AWG!

### **Timecards, Hours of Work, Pay Period, and Pay Day**

#### ***Timecards***

It is each employee's responsibility to make sure their hours worked are recorded accurately and signed by their on-site supervisor. Time cards are due no later than Monday at 9 am. They can be submitted via: fax/email/text/drop off. Altering, falsifying, or completing another employee's time card OR allowing another employee to record their own time card is considered violation of this policy.

#### ***Workweek***

For purposes of the Fair Labor Standards Act, a workweek consists of a consecutive seven (7) day period beginning at 12:01 a.m. on Monday and ending at 12:00 midnight the following Sunday. Depending on client requests, the workweek beginning, and end dates may vary, but will never exceed a consecutive seven (7) day period.

#### ***Rest and Meal Periods***

For purposes of the Fair Labor Standards Act, during the course of a regular workday, every employee will be provided with one unpaid meal period of 30 or 60 minutes and two paid rest periods of 15-minutes.

#### ***Overtime Work***

For purposes of the Fair Labor Standards Act, an employee will be paid at the rate of one and one-half (1½) times their regular straight-time rate of pay for all hours an employee works in excess of 40 hours in a workweek.

#### ***Pay Period***

For purposes of the Fair Labor Standards Act, AWG has adopted a weekly pay period.

#### ***Pay Days***

For purposes of the Fair Labor Standards Act, pay days are the Friday following the end of a workweek.

#### ***Check Availability***

Pay checks are available at AWG until 5 p.m. when they are placed in the USPS mail. AWG cannot guarantee the delivery of an employee's pay check via the USPS mail. Employees must wait 10 business days before AWG will reissue a mailed pay check. Employees are responsible to pay whatever fees apply to have a pay check reissued.

### **Availability Policy**

Employees are required to call in their availability at least once a week for AWG to consider them for available positions. Employees are required to call in their availability within 48hrs upon the completion of an assignment and at least once a week thereafter or AWG will consider the Employee to have voluntarily quit.

Accepting an assignment through AWG disqualifies your availability to be eligible for any other assignments through AWG until the initial accepted assignment has ended.

### **Attendance Policy**

AWG expects all employees to be on time, at work and ready to work a full shift as a condition of hire and continued employment. Absenteeism, early departures and late arrivals burden fellow employees. While AWG recognizes that it may be necessary for employees to be absent occasionally, it is important that absences be kept to a minimum. Regular attendance and promptness are considered part of each employee's essential job functions.

Employees are expected to take care of personal affairs and obligations at a time other than during working hours, however, if it is necessary to take time off from work, prior approval must be received from the client company and AWG.

If an Employee is absent for more than three (3) consecutive days during which the employee is/was required to work, the employee may be required to provide a doctor's note prior to returning to work.

### ***Call-In Policy***

If an employee will be absent from work for any reason, it is mandatory for them to personally notify AWG before the start of their scheduled shift; unless an unforeseeable event or an emergency prevents an employee from giving advance notice. In the case of an unforeseeable event or emergency, employees must personally notify AWG within two hours after the event or emergency. Notice of the employee's absence from a spouse, parent or any other person is not acceptable, unless an emergency prevents the employee from personally contacting AWG.

### ***No Show – No Call***

If an employee cannot complete their accepted assignment or does not show up to work and do not call prior to their shift start time, AWG will consider this a voluntary quit without notice and they will not be eligible for rehire.

### ***Reachability***

AWG is reachable 24 hours a day, 7 days a week. If there is an emergency, CALL! Employees must leave a voicemail with their name and phone number where they can be reached.

### **Termination of Employment**

All employees who wish to voluntarily terminate their employment with AWG should give notice as far in advance as possible, however, AWG requires a minimum of two (2) working day notice to be eligible for rehire.

If an employee's assignment has ended, voluntary or involuntary, employees are NOT to contact the CLIENT for any reason.

### **Employee Benefits and Waiver of CLIENT Benefits**

AWG offers affordable, minimum essential coverage to all eligible employees. To be eligible, employees must work at a client partner that AWG has deemed full time status for a period lasting longer than 13 weeks. If an employee is ineligible & remains interested in health coverage, they may be eligible through the health care exchange.

In consideration of my assignment to CLIENT COMPANY by AWG, I agree that I am solely an employee of AWG for benefit plan purposes and that I am eligible only for such benefits as AWG may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by CLIENT COMPANY, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to CLIENT COMPANY by AWG and

regardless of whether I am held to be a common-law employee of CLIENT COMPANY for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

### **Holidays**

AWG grants the following six paid holidays per year to qualified employees:

1.) New Year's Day, 2.) Memorial Day, 3.) Independence Day, 4.) Labor Day, 5.) Thanksgiving, and 6.) Christmas.

The guidelines to qualify are as follows:

1.) Employee must have worked 720 hours in 18 consecutive weeks ending one full week prior to the holiday week. 2.) Employee must be on an AWG assignment the week of the holiday. 3.) Employee must work the scheduled workday before and after the holiday. 4.) If an Employee is scheduled to work or volunteers to work the holiday, the Employee will be compensated at the rate of time and a half their normal pay.

### **Paid Sick Leave**

Paid Sick Leave is available to AWG employees to care for their health and the health of their family members during their scheduled days of work.

#### ***Authorized Uses of Paid Sick Leave Paid Sick Leave May Be Used for The Following Reasons:***

- ✓ An employee's mental or physical illness, injury or health condition;
- ✓ Preventive care such as a medical, dental or optical appointments and/or treatment;
- ✓ Care of a family member with an illness, injury, health condition and/or preventive care such as a medical/dental/optical appointment;
- ✓ Closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reasons;
- ✓ If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.

#### ***Authorized Use of Paid Sick Leave for Domestic Violence, Sexual Assault or Stalking Includes:***

- ✓ Seeking legal or law enforcement assistance or remedies to ensure the health and safety of employee's and their family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking.
- ✓ Seeking treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking.
- ✓ Attending health care treatment for a victim who is the employee's family member.
- ✓ Obtaining, or assisting the employee's family member(s) in obtaining, services from: a domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault or stalking.
- ✓ To obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault or stalking.
- ✓ Participating, for the employee or for the employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.

#### ***Family Members Included in This Policy***

"Family member" is defined as a child or parent (including biological, adopted, foster, step or legal guardian), a spouse, registered domestic partner, spouse's parent, grandparent, grandchild or sibling;

#### ***Accrual of Paid Sick Leave***

Paid sick leave begins to accrue at the start of employment. Effective January 1, 2018, employees accrue paid sick leave at a rate of one (1) hour for every 40 hours worked. There is no cap on the number of paid sick leave hours that may be accrued in a year.

### ***Paid Sick Leave Accrual Year***

AWG's accrual year is January 1<sup>st</sup> to December 31<sup>st</sup>

### ***Carryover of Paid Sick Leave***

Hours at the end of the paid sick leave accrual year in a balance of 40 hours or less will carry over to the following year.

### ***Eligibility to Use Accrued Paid Sick Leave***

Employees are eligible to use accrued paid sick leave 90 days after the commencement of their employment.

### ***Increments of Use for Paid Sick Leave***

Employees are allowed to use paid sick leave in increments of fifteen-minutes.

### ***Notification to Use Paid Sick Leave***

If the need for paid sick leave is foreseeable, employees are required to notify AWG at least ten (10) days advance, or as early as reasonably feasible.

If the need for paid sick leave is unforeseeable, employees are required to notify AWG as early as reasonably feasible, but preferably within one (1) hour prior to the required start of their shift, unless it is not practicable to do so. In the event it is impracticable for an employee to provide notice to AWG, a person on the employee's behalf may provide notice to AWG but must be one (1) hour prior to the required start of their shift.

Employees are required to submit an Employee Notice for Use of Paid Sick Leave Form.

### ***Rate of Pay When Using Paid Sick Leave***

Paid sick leave hours will be compensated at an employee's regular rate of pay, excluding tips, service charges and overtime rates, where applicable. Paid sick leave hours will not count towards the calculation of overtime.

### ***Verification to Use Paid Sick Leave***

If an employee is seeking to use or has used paid sick leave for authorized purposes for more than three (3) consecutive days during which the employee is/was required to work, the employee may be required to provide verification that establishes or confirms that the use of paid sick leave is for an authorized purpose. Obtaining such verification must not result in an unreasonable burden or expense to the employee.

Please Note: You are not required to provide any details concerning the specific nature of the health condition to use paid sick leave, unless otherwise required by law. Any information you provide will be kept confidential.

### ***Payroll***

Employees will be notified of their paid sick leave balances on their weekly paystubs, including:

- ✓ Accrued paid sick leave since the last notification
- ✓ Used paid sick leave since the last notification
- ✓ Current balance of paid sick leave available for use

### ***Separation from Employment***

If an employee separates from employment, there will not be a financial or other reimbursement to the employee for accrued, unused paid sick leave at the time of separation.

### ***Reinstatement of Employment***

If an employee leaves employment and is rehired within 12 months of separation, any accrued, unused paid sick leave will be reinstated to the employee's paid sick leave balance. If an employee is rehired within 12 months of separation, the employee will not be required to wait another 90 days to use the accrued paid sick leave if the employee met that requirement during the previous period of employment. If an employee did not meet the 90-day requirement for the use of paid sick leave prior to separation, the previous period of time the employee worked for AWG will count towards the 90 days for purposes of determining the employee's eligibility to use paid sick leave.

### ***Retaliation Prohibited***

Any discrimination or retaliation against an employee for lawful exercise of paid sick leave rights is not allowed. Employees will not be disciplined for the lawful use of paid sick leave. If an employee feels they are being discriminated or retaliated against, the employee may contact the AWG Branch Manager. If an employee is not satisfied with the company's response, the employee may contact the Washington State Department of Labor & Industries.

## **Leaves of Absence**

### ***Jury Duty***

AWG supports each employee's civic duty to serve on juries when called. Employees must notify AWG as soon as they know the dates of their scheduled jury service. If an employee is on day shift and released from jury service before lunchtime during their scheduled shift, they must promptly report to work for the remaining portion of their shift. If an employee is on swing or graveyard shift, they must report for the second half of their shift if released from jury service before noon, unless other arrangements have been made with AWG.

As required by federal law, *exempt* employees who work part of a week and perform jury duty the remainder of the week will be paid for the full workweek.

### ***Witness Duty***

Employees must notify AWG as soon as they know they have been subpoenaed to appear as a witness in legal proceedings during work hours.

If AWG subpoenas an employee to appear on the AWG's behalf at a legal proceeding, hours spent will be counted as hours worked.

### ***Military Leave***

Employees who serve in the United States military will be granted a protected leave of absence in accordance with federal law. Employees must notify AWG as soon as they know the scheduled dates of military service.

### ***Bereavement Leave***

In the event of the death of a close family member, AWG will grant up to three days of bereavement leave per employee per calendar year.

Employees must notify AWG as soon as possible of the need for leave. AWG may require documentation of the death and of the family relationship.

Close family members are defined as spouse, children (biological, adopted, live-in foster children, or live-in stepchildren), parents, siblings, or significant other.

### ***Personal Leave: Family and Medical Leave Policy***

The federal Family and Medical Leave Act (FMLA) entitles eligible employees to take up to 12 weeks of unpaid leave in a 12-month period for the reasons below:

- ✓ Birth and care of the employee's newborn child
- ✓ Placement of a child for adoption or foster care with the employee
- ✓ Care for a spouse, child or parent (including in-laws) with a serious health condition
- ✓ The employee's own serious health condition

AWG has designated a 12-month "rolling" period measuring backward from the date an employee uses FMLA leave, in which the 12 weeks of leave entitlement occur.

Medical insurance continues during FMLA leave on the same basis as if an employee had continued to work. Accrued paid time off benefits (PTO/sick/short term disability) must be used concurrently with FMLA protected leave. Any use of concurrent workers compensation may only be applied to unpaid FMLA leave lasting longer than three days. Employees should also refer to the FMLA poster Washington State Law poster located in the testing room. Among other things, AWG's policy explains our requirements for advance notice before leave, whatever payments or procedures employees must follow, and periodic call-ins during leave. Employees must obtain a medical certification of a serious health condition and fitness-for-duty certification prior to returning to work from leave for their own serious health condition. These must be obtained by a health care provider recognized by AWG's group health insurance plan. Employees may obtain leave request forms from AWG.

If after 12 weeks of FML, an employee does not return to work then their employment may be terminated at the discretion of the employer. State law may allow more leave time and may cover additional situations.

### **Reasonable Accommodation**

In compliance with the Americans with Disability Act (ADA) of 1990, AWG will provide reasonable accommodation to a qualified individual with a disability as defined by federal or state law unless it creates an undue hardship. An employee who requests reasonable accommodation is required to provide AWG with a physician's medical certification stating what accommodation is requested and why it is a medical necessity.

### ***Nursing Mother Accommodation***

AWG accommodates mothers who wish to express breast milk during the workday when separated from their newborn children.

For up to one year after the child's birth, nursing employees will be provided with reasonable break time to express breast milk during the workday. Nursing mothers who are returning from maternity leave should speak with AWG regarding their needs. AWG will work with employees to develop a break schedule that is reasonable, accounts for needs that may vary from day to day and creates the least amount of disruption to AWG's operations.

AWG will provide a private area, other than a bathroom, for nursing employees to express breast milk. Nursing mothers must request/reserve the room by contacting AWG. Employees working offsite or in other locations will be accommodated with a private area as necessary.

Breaks to express milk will be paid. In addition to these breaks to express milk, employees may use normal break and lunch periods to accommodate additional nursing needs.

### **Policy Against Harassment**

AWG prohibits harassment or offensive conduct in any form, including harassment or offensive conduct directed toward the protected status of an employee, customer, vendor, contractor or their relatives, friends, or employees. "Protected status" includes race, color, religion, gender, national origin, veteran's status, age, disability, and any other status protected by law.

This policy applies to all conduct on company property or company time, and to all conduct off the job that affects an individual's work environment.

Harassment is any offensive action directed at a person's protected status. Some examples of prohibited conduct, if directed at a person's protected status, include foul language, jokes, slurs, derogatory comments, negative stereotyping, threatening or intimidating acts, or posting or circulating offensive written or visual material. Additional examples of harassment include unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. AWG prohibits such conduct if:

- ✓ The conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment, or of unreasonably interfering with an employee's work performance;
- ✓ Submitting to such conduct is made a term or condition of employment;

- ✓ Submitting to or rejecting such conduct is used as the basis for employment decisions affecting that individual;
- ✓ The conduct otherwise adversely affects an individual's employment opportunities.

AWG expects employees to conduct themselves in a manner that another person or group of persons will not interpret as offensive. AWG requires every person to show sound judgment and respect for the feelings of others.

If an employee feels that someone's conduct is harassing or improperly offensive, the employee should promptly and firmly tell the offender that the behavior is unwelcome. AWG encourages any employee who believes he or she has been subject to harassment or offensive conduct, or any employee who witnesses a violation of this policy, to report the offense immediately to AWG.

AWG will keep complaints confidential to the highest extent possible, while allowing the investigation to proceed (meaning information may be revealed on a "need to know" basis). AWG will investigate all complaints promptly. AWG will design its action to provide redress, to eliminate the harassment or offensive conduct, to prevent retaliation against the person who made the complaint and to prevent retaliation against any employee for providing information as a witness or participating in the investigation.

Any form of retaliation, including derogatory comments, against people who make harassment complaints, against witnesses or any other employees who are involved in complaints, is against the AWG's policy. AWG will strictly enforce this policy and will treat retaliatory action as a violation of this policy.

The question of whether a particular action is prohibited or merely the result of a personality conflict that produces no discriminatory effect on an employee's employment requires a determination based on all the facts. Given the serious nature of harassment and discriminatory offensive conduct, we expect that all employees of AWG will continue to act responsibly in order to establish and maintain a pleasant working environment.

### **Electronic Communication Device Use**

There will be NO personal cell phone use while on work time. All electronic communication devices must be left in an employee's vehicle or with an employee's personal belongings. While on rest and meal periods, employees may use your electronic communication devices at their discretion. Please inform family/friends that if there is an emergency and an employee must be reached during work hours, they'll need to call AWG directly.

### **Social Media Policy**

AWG understands that social media can be a fun and rewarding way to share life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist in making responsible decisions about the use of social media, AWG has established these guidelines for appropriate use of social media.

Social media includes all means of communicating or posting information or content of any sort on the Internet, web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether associated or affiliated with AWG, as well as any other form of electronic communication. Ultimately, each employee is solely responsible for what they post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any conduct that adversely affects job performance, the performance of fellow employees or otherwise adversely affects members, customers, suppliers, people who work on behalf of AWG or AWG's legitimate business interests may result in violation of this policy.

### ***Be Respectful***

Always be fair and courteous to fellow employees, customers, members, suppliers or people who work on behalf of AWG. Also, keep in mind that work-related complaints are more likely to be resolved by speaking directly with co-workers or by utilizing AWG's Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive



posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment based on a status protected by law or company policy.

### ***Be Honest and Accurate***

Always be honest and accurate when posting information or news, and if a mistake is made, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about AWG, fellow employees, members, customers, suppliers, people working on behalf of AWG.

### ***Post Only Appropriate Content***

Do not post AWG's proprietary or confidential information.

Do not create a link from a personal blog, website or other social networking site to an AWG's website without identifying yourself as an AWG employee.

Express only personal opinions. An employee must never represent themselves as a spokesperson for AWG. If AWG is a subject of the content created, employees must be clear and open about their position with AWG and that their views do not represent those of AWG, fellow employees, members, customers, suppliers or people working on behalf of AWG. If an employee publishes a blog or post online related to the work they do, or subjects other AWG employees, employees must make it clear they are not speaking on behalf of AWG. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of AWG."

### ***Using Social Media at Work***

Refrain from using social media while on work time.

### ***Retaliation is Prohibited***

AWG prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be considered in violation of this policy.

### ***Media Contacts***

Employees should not speak to the media on AWG's behalf without contacting AWG. All media inquiries should be directed to them.

## **Work Rules**

The list of rules below does not contain every rule or possible standard of conduct expected from our employees, but it states many of the more fundamental rules. If an employee is unsure about what is expected of them in a certain circumstance, they're expected to ask AWG.

Prohibited conduct includes:

1. Bringing personal items to the worksite. AWG is NOT responsible, nor can we guarantee that those items will get returned/replaced.
2. Engaging in horseplay, scuffling, or throwing things.
3. Contributing to unsanitary conditions or poor housekeeping.
4. Causing loss of a product/services due to carelessness.
5. Unauthorized posting, altering, or removing of any matter on bulletin boards on client company property.
6. Being dishonest or committing a fraudulent act or breach of trust.
7. Threatening, intimidating, coercing, or interfering with employees during the workday.
8. Using profane, abusive or threatening language during the workday.
9. Leaving work during the work shift without permission.

10. Working overtime without authorization or failure to work assigned overtime.
11. Failing to follow job instructions, verbal or written.
12. Insubordination.
13. Restricting production or causing, creating or participating in a disruption of any kind during the workday.
14. Provoking or instigating a fight, or fighting during the workday.
15. Sleeping on the job during the workday.

Nothing in this listing of work rules is intended to conflict with the Employment at Will policy in this Employee Handbook. AWG's interpretation and judgment of whether a rule has been violated is final and binding on both the employee and AWG. None of the above standards of conduct or work rules are intended, nor shall they have the effect, of interfering or inhibiting any employee in the exercise of any right guaranteed or protected by law.

### **Confidentiality Policy**

As a condition of my assignment by AWG to CLIENT COMPANY, I hereby agree as follows: 1.) I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my employment AWG OR my assignment at CLIENT COMPANY or which I learn about during such assignment. 2.) I will not disclose or in any way reveal or disseminate any information pertaining to AWG OR CLIENT COMPANY or its operating methods and procedures that come to my attention as a result of this assignment. 3.) Under no circumstances will I remove physical or electronic documents or copies of documents from the premises of AWG OR CLIENT COMPANY.

I understand that I will be responsible for any direct or consequential damages resulting from any violation of this Agreement. The obligations of this Agreement will survive my employment by AWG

### **Conflicts of Interest**

AWG wishes to maintain an excellent reputation in the business and local community. AWG has a policy against employee misconduct that damages AWG's reputation or an employee's working relationship with AWG. This includes misconduct both at work and away from the workplace. Each person employed by AWG shall not engage in any activity if it will:

- ✓ Adversely affect on-the-job work performance,
- ✓ Create a conflict with the business interests and purposes of AWG, or
- ✓ Have a negative impact on the business or reputation of AWG, its product, or other company employees.

### **Work-Related Searches and Monitoring**

In order for AWG to enforce its Drug and Alcohol Policy, prevent workplace violence, theft and/or harassment, or otherwise protect the interests of AWG, its customers, and its employees, AWG may use searches, video, or other surveillance methods as necessary.

AWG reserves the right to make an unannounced search of company property or of personal property that employees bring onto AWG premises. Company property may include, but is not limited to, desks, file cabinets, computer files, e-mail, lockers, work areas, toolboxes and work vehicles. Personal property that employees bring onto AWG premises may include, but is not limited to, jackets, briefcases, purses, lunch boxes, packages and personal vehicles.

To the highest extent possible, AWG will conduct searches in a manner that respects an employee's dignity and privacy. AWG will not force an employee to consent to a search; however, not consenting to a search may result in violation of this policy. Employees who have concerns about the manner in which a search or surveillance was conducted should immediately contact the AWG HR Manager.

Stealing, misusing, destroying, or removing from company premises without authorization any company property, or personal property of another employee is considered violation of this policy.

## **Drug & Alcohol Policy**

AWG is committed to maintain a safe, productive work environment at all facilities and work sites to which it assigns employees, and to safeguard all property connected with such employment.

The following outlines AWG's position regarding drugs and alcohol and behaviors prohibited. Employees shall not:

- ✓ Report for work or remain at work for any circumstance where they have a detectable level of alcohol or controlled substance, intoxicant, or federal and/or state illegal drug in their system.
- ✓ Engage in the unauthorized use of any alcohol or federal and/or state illegal drug on company premises or on company time, including rest and meal periods.
- ✓ Possess or attempt to distribute, sell, obtain, manufacture, transfer, share, or receive any alcohol, controlled substance (drugs), or any other substances that impair job performance or pose a hazard to the safety and welfare both of the employee or all other employees, customers, or members of the community. AWG prohibits the use of drug paraphernalia or alcohol containers on its premises or on its time.

It is the policy of AWG not to hire, rehire, or retain any individuals who test positive for any federal or state illegal drug or controlled drug including THC, in any amount, regardless of frequency, without a medically acceptable prescription. Therefore, to rule out the presence of non-prescribed or prohibited controlled substances in the body, all AWG employees may be required to undergo a drug screening test for any or all of the follow reasons: 1.) Condition of initial employment or when assigned to a job, 2.) Continuation of employment, 3.) Randomly to ensure consistency and continuance of policy, 4.) Critical events, such as: work-related accidents & injuries, 5.) Reasonable Suspicion

### ***Medically Authorized (Prescription) Drugs and Over-the-Counter Drugs***

When an employee's doctor prescribes prescription drugs, employees are required to ask whether the drugs will impair their ability to safely perform their job. If so, they must get the doctor's statement in writing and such statement must be given to AWG. The statement need not identify the drug, but may simply say that an employee is unable to perform safety-sensitive functions due to the prescribed medication. Where/when applicable, AWG may temporarily assign other work consistent with the functions an employee is capable of performing while on the prescribed medication.

When an employee consumes over-the-counter drugs that may impair job performance or safety, employees are required to report the use to AWG. If an employee is claiming to need time off of work due to the consumption of over-the-counter drugs, AWG may require a doctor's statement in writing and such statement must be given to AWG.

Abuse of medically authorized drugs or over-the-counter drugs is a violation of this policy.

### ***Reasonable Suspicion***

An employee's performance, appearance, behavior, speech, mood, odors, etc., may provide reasonable suspicion of a Drug and Alcohol Policy violation. Any reasonable suspicion can be grounds for requiring a drug and/or alcohol test. The basis for reasonable suspicion can include, but is not limited to, the following:

- ✓ Absenteeism or tardiness
- ✓ Declining work performance (after unsuccessful supervisor intervention)
- ✓ Physical indicators (for example, pinpoint pupils, dilated pupils, change in skin coloration, bloodshot eyes, excessive perspiration, etc.)
- ✓ Behavioral indicators (for example, stumbling, slurred speech, incoherent speech, rapid speech, apparent confusion, moodiness, weariness, fatigue, unusually energetic, unfocused, lack of concentration, disorientation, emotional outburst, hostility, unexplained changes in behavior, inability to do normal job tasks, the unsafe handling of equipment or tools, behaviors such as drinking alcohol or using drugs, etc.)
- ✓ The smell of alcohol or drugs

AWG reserves the right to decide whether reasonable suspicion exists, the level of discipline to be applied, and whether an employee should be given the opportunity to participate in a drug and/or alcohol treatment program.

### ***Accidents***

Any accident which results in property damage or physical injury or near miss may constitute the requirement of a drug and/or alcohol test.

If a subsequent incident investigation results in a recommendation for termination of employment or other disciplinary action (i.e., for safety or other policy violation), termination or disciplinary action will occur regardless of the test results.

### ***Positive Test***

If an employee's drug and/or alcohol test result is positive, AWG will immediately terminate employment for violation of this policy.

### ***Appealing a Positive Test***

If an employee demands a second drug and/or alcohol test to confirm the results of the initial drug and/or alcohol test, the employee, at his/her own expense may have a licensed/approved facility of AWG's choice repeat the drug and/or alcohol test. If the secondary drug and/or alcohol test confirms the initial positive result, AWG will immediately terminate employment for violation of this policy.

### ***Refusal to Test***

An employee who refuses to submit to drug and/or alcohol test under the conditions described in this policy or who otherwise fails to comply with this policy, the testing requirements or AWG's related requests is in violation of this policy.

Refusal to submit to a test is considered failing without valid medical explanation, to give enough urine, breath, blood or other approved physical sample for a drug and/or alcohol test and/or engaging in conduct that clearly obstructs the testing process.

Any employee tampering with, substituting, adulterating, falsifying, or altering a drug and/or alcohol sample, screening test, or any aspect of the testing process, or providing inaccurate or false information violation of this policy.

## **Safety Policy**

AWG holds the safety, health and welfare of our employees in high regard. AWG constantly strives to maintain a safe and healthy work environment. This is accomplished by adherence to safe operating practices and compliance with all federal, state and specific AWG safety standards.

In the event of an accident, an investigation must be done promptly to assure other workers safety on the job site. Failure to report injuries at the time they occur will delay our injury/accident investigation that determines the cause of the accident and the correction of any unsafe working conditions and is considered violation of this policy.

I acknowledge my responsibilities to help maintain a safe and healthy work environment by doing the following:

- ✓ Acknowledge that MY safety is MY responsibility.
- ✓ Acknowledge that no job is so important that I should jeopardize my safety and health.
- ✓ Acknowledge that I must locate safety exits and evacuation procedures.
- ✓ Acknowledge that I must locate first aid equipment and emergency eye wash stations.
- ✓ Acknowledge that I must locate where the MSDS are stored and how to access them.
- ✓ Keep aisles, walkways and work areas clear of slipping and tripping hazards.

- ✓ Keep all emergency equipment such as fire extinguishers, fire alarms, fire hoses, exit doors and stairways clear of obstacles.
- ✓ Report any job-related injury/illness; IMMEDIATELY to my onsite supervisor AND AWG.
- ✓ Report hazardous conditions and unsafe acts promptly to my onsite supervisor. I understand that if the situation is not resolved, I am to report it to AWG.
- ✓ Observe all hazard warning signs. NOT ignore, remove, deface or destroy any warning or danger signs, barricade or interfere with any form of accident prevention device or practice.
- ✓ Operate only the equipment that I am properly trained on and authorized to use.
- ✓ Operate a machine only if the guard or method of guarding is in good condition and working order. NOT remove any guard or methods of guarding except for the purpose of adjustment, oiling, and repair or in the setting up of a new job.
- ✓ Use proper Lock-Out/Tag-Out procedures to stop any machine/moving parts prior to performing maintenance.
- ✓ NOT use my hands or any portion of my body to reach between moving parts or remove jams, hang-ups, etc.
- ✓ NOT work under objects that could potentially fall.
- ✓ NOT use defective tools or equipment and recognize that no tool or piece of equipment should be used for any purpose for which it is not suited and that none should be abused by straining beyond its safe working load.
- ✓ Use the appropriate Personal Protective Equipment (PPE) required for each task. Including, but not limited to hard hats, safety vests, and eye protection.
- ✓ NOT wear frayed, torn or loose clothing, jewelry or long unrestrained hair near moving machinery or other sources of entanglement, or around electrical machinery.
- ✓ Refrain from fighting, horseplay or distracting co-workers.
- ✓ NOT run on company property.
- ✓ Perform proper lifting techniques at all times.

### **Light Duty Return to Work Policy**

If an employee is involved in an injury/accident that is of non-emergent nature, they are expected to report to the AWG office immediately. AWG will obtain all details of the injury/accident and provide the employee with the necessary documents to take to the doctor (if applicable). If a doctor's visit is required, employees are expected to report back to AWG directly after the appointment. Employees are expected to provide a written report from their doctor with their work status and any work restrictions (preferably on the Light-Duty Job Description provided prior to the appointment). In the event an employee is unable to work in their present position, they will be required to fulfill the AWG's Return to Work Light-Duty assignment. AWG will tailor the Light-Duty job to meet their work restrictions as established by the Doctor. Employees are required to work in this position and will be in violation of this policy if they fail to perform the duties of this position. Employees may forfeit their Lost-Time benefits if terminated. NOTE: light duty work is only made available on a temporary basis while in recovery.

If employees are unable to return to work in any capacity, they must report by phone to AWG within 24 hours of their doctor's visit. Employees must provide written documentation from their physician stating they are completely unable to work, and not capable of light duty in any capacity. If employees do not have access to a fax machine, they must provide us with the name and telephone number of the physician certifying their inability to work.

It is AWG's desire that employees return to regular work as soon as possible. These policies and procedures are in place to ensure that this happens in the most effective way.

### **Violation of Policies**

AWG does not have a formal progressive discipline policy requiring a set number of warnings. Each case is considered based on its own facts. All employees are required to comply with the policies of this Employee Handbook. Any violations will result in disciplinary action up to and including termination of employment.