

# SearchPros Staffing National Contingent Workforce Handbook

version 01.01.18



## **Disclaimer:**

The contents of this handbook are presented as a matter of information only and are not intended to cover all policies, plans and procedures of SearchPros. The policies, plans and procedures described are not conditions of employment. SearchPros reserves the right to modify, add, evoke, suspend, terminate, or change any or all policies, plans or procedures of the company, in whole or in part, at any time with or without notice. The language in this handbook is not intended to create, nor is it to be construed as, a contract between SearchPros and any one or all of its employees.

Your employment with SearchPros is employment-at-will. That is, your employment can be terminated at any time by you or SearchPros. Unless otherwise stated in this handbook, the contents of this handbook are applicable to SearchPros' Contingent Workforce (also known as contractors, temps, employees, payrolled employees and associates) who are referred to throughout this handbook as "employees." The SearchPros Contingent Workforce is comprised of individuals who are eligible for temporary work assignments to support or supplement a client's or SearchPros' workforce during time periods of, including but not limited to, employee absences, temporary skill shortages, seasonal workloads, and special long- and short-term assignments and projects. This handbook does not apply to any other classification of employee at SearchPros including colleagues.

The information contained in this Employee Handbook is confidential and proprietary to SearchPros. The information is for internal use only and may not be distributed outside of SearchPros. Any use of the third-party contact information contained herein does not violate your obligation to keep the contents of the Employee Handbook confidential.

## Welcome

Welcome to **SearchPros Staffing, LLC (the Company)**! One of the keys to our success is hiring good employees. We have hired you because we believe you have the skills and the potential to help our Company succeed. We expect employees to perform the tasks assigned to them to the best of their abilities. We believe that hard work and commitment will not only benefit **SearchPros** but will help give all of our employees a sense of pride and accomplishment.

We are glad to have you as a member of our Contingent Workforce and look forward to you being a valued representative of SearchPros. We hope that your employment proves mutually satisfying. Every employee has an important role in our operations and we value the abilities, experience and background that they bring with them. It is our employees who provide the services that our customers rely upon and enable us to grow and create new opportunities in the years to come.

Our management team intends to provide employees with all of the support and the resources they will need to perform their job effectively. If, at any time, an employee needs assistance or guidance, the employee should not hesitate to ask any member of our management team.

Once again, welcome to **SearchPros**. We are glad to have you with us.

### **About Our Company**

**SearchPros** believes that outstanding people are the key to our success. Our strength and future growth depend on the contributions made by you and each person within our organization. We are proud to have you as part of our team. To ensure continued success, we feel it is important that all employees understand our policies and procedures. This Employee Handbook will familiarize employees with the various aspects of working with us. We encourage all employees to use the Handbook as a valuable resource for understanding our Company.

The Relationship between SearchPros, our Contingent Workforce and our Client Companies is very important to us. While SearchPros is the employer of record, our Contingent Workforce performs their day to day production on the premises of our Client Companies. The term "Company" used throughout this handbook will signify both SearchPros and our Client Companies. As a member of our Contingent Workforce, we rely on you, our employee, to respect and follow the workplace guidelines and policies set forth by SearchPros and our Client Companies. We will do our best to ensure that our Client Companies comply with the employment laws included in this handbook. Any concerns should be brought to the attention of the SearchPros Human Resources Manager.

### **SearchPros Contact Information**

Main Telephone Number (916) 721-6000

Toll Free Phone Number (888) 774-4737

Human Resources: [HR@spstaffing.com](mailto:HR@spstaffing.com)

Payroll: [payroll@spstaffing.com](mailto:payroll@spstaffing.com)

Recruiting Team: [recruiter@spstaffing.com](mailto:recruiter@spstaffing.com)

## Purpose of the National Employee Handbook

This National Employee Handbook pertains to our Contingent Workforce within the United States and contains information about the employment policies and practices of **SearchPros**. These policies reflect the Company's values, and we expect each employee to read this National Employee Handbook carefully as it is a valuable reference for federal employment laws.

This National Employee Handbook supersedes all previously issued employee handbooks and any inconsistent verbal or written policy statements made or issued before this National Employee Handbook. Except for the policy of at-will employment, **SearchPros** reserves the right to revise, delete and add to the provisions of this National Employee Handbook. All such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of this Employee Handbook.

None of our personnel documents and/or benefit plans, including this Employee Handbook, constitutes, or is intended to constitute, an express or implied contract guaranteeing continued employment for any employee. No manager or supervisor has any authority to enter into a contract of employment, expressed or implied, that changes or alters the at-will employment relationship. **Only the President/Owner of the Company or her authorized representative has the authority to enter into an employment agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the President/Owner of the Company or her authorized representative.**

Not all of the Company's policies and procedures are set forth in this National Employee Handbook. We have summarized only some of the more important ones. If an employee has any questions or concerns about this National Employee Handbook or any other policy or procedure, please ask your Human Resources representative or another member of management. As the National Employee Handbook pertains to federal law only, please refer to the State Supplement for the state you are working in for laws specific to that state.

Nothing in this National Employee Handbook or in any other document or policy is intended to violate any local, state or federal law. Nothing in this Employee Handbook or in any other document or policy is intended to prohibit protected conduct or communications relating to employee wages, hours or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act (NLRA). Furthermore, nothing in this Employee Handbook prohibits an employee from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct the employee believes violates any laws or regulations.

### **Employment At-Will**

Employment with SearchPros is at-will. This means that employment may be terminated for any or no reason, with or without cause or notice at any time by the employee or by the Company. Nothing in this Employee Handbook or any oral statement will limit the right to terminate the at-will employment relationship. This at-will employment policy is the sole and entire agreement between the employee and SearchPros as to the duration of employment and the circumstances under which employment may be terminated. No manager or supervisor has any authority to enter into a contract of employment, expressed or implied, that changes or alters the at-will employment relationship. **Only the President/Owner of the Company or her authorized representative has the authority to enter into an employment agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the President/Owner of the Company or her authorized representative.**

### **Binding Arbitration**

SearchPros strives to provide an amicable work environment for all employees. We encourage our employees to speak openly with management about any concerns they may have. Management will put forth its best efforts to resolve any workplace or employment related disagreements. In the event that resolution is not reached, SearchPros seeks to use Binding Arbitration as a means to resolve any workplace/employment disputes. The use of Binding Arbitration saves time and money for both parties while helping to avoid controversy and ill feelings that are most often the result of court proceedings. Any arbitration proceedings will be conducted by either a retired California Superior Court Judge or an otherwise qualified individual to whom the parties mutually agree.

## **Commitment to Diversity**

### **Equal Employment Opportunity**

**SearchPros** is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination against any applicant or employee based on any legally-recognized basis, including, but not limited to: veteran status, uniformed servicemember status, race, color, religion, sex, age (40 and over), pregnancy (including childbirth, lactation and related medical conditions), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics) or any other consideration protected by federal, state or local law. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination by any employee, including supervisors and co-workers.

#### **Complaint Procedure**

Any employee who believes that he or she has been harassed, discriminated against or subject to retaliation by a co-worker, supervisor, agent, client, vendor or customer of **The Company** in violation of this policy, or who is aware of such harassment, discrimination or retaliation against others, should immediately provide a written or verbal report to his or her supervisor, any other member of management or to Human Resources.

After a report is received, a thorough and objective investigation by management will be undertaken. The investigation will be completed, and a determination made and communicated to the employee as soon as practical. The Company expects that all employees fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any other Company policies.

If we determine that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any future harassment or discrimination prohibited by this policy. If a complaint of prohibited harassment, discrimination or retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

The Equal Employment Opportunity Commission (EEOC) and equivalent state agencies will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party.

#### **Protection Against Retaliation**

Retaliation is prohibited against any person by another employee or by **The Company** for using this complaint procedure, reporting proscribed harassment, or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Employees should report any retaliation prohibited by this policy to his or her supervisor, any management team member or Human Resources. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

### **Sexual and Other Unlawful Harassment**

**SearchPros** is committed to providing a work environment that is free of illicit harassment. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against applicants and employees based on any legally-recognized basis, including, but not limited to: veteran status, uniformed servicemember status, race, color, religion, sex, age (40 and over), pregnancy (including childbirth, lactation and related medical conditions), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics) or any other consideration protected by federal, state or local law. All such harassment is prohibited.

Our anti-harassment policy applies to all persons involved in our operations and prohibits harassing conduct by any employee of **The Company**, including nonsupervisory employees, supervisors and managers. This policy also protects employees from prohibited harassment by third parties, such as vendors, clients, or temporary or seasonal workers. If such harassment occurs on the job by someone not employed by **The Company**, the procedures in this policy should be followed.

### **Sexual Harassment Defined**

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

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

Sexual harassment also includes various forms of offensive behavior based on sex. The following is a partial list:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes or comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- Physical conduct: touching, assault, impeding or blocking movements.
- Retaliation for making reports or threatening to report sexual harassment.

### **Other Types of Harassment**

Harassment on the basis of any legally protected classification is prohibited, including harassment based on veteran status, uniformed servicemember status, race, color, religion, sex, age (40 and over), pregnancy (including childbirth, lactation and related medical conditions), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics) or any other consideration protected by federal, state or local law. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. They include conduct such as:

- Verbal conduct including threats, epithets, derogatory comments or slurs based on an individual's protected classification;
- Visual conduct including derogatory posters, photography, cartoons, drawings or gestures based on protected classification; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected status.

## Complaint Procedure

Any employee who believes that he or she has been subjected to prohibited harassment, discrimination or retaliation by a co-worker, supervisor, agent, client, vendor or customer of **The Company**, or who is aware of such harassment, discrimination or retaliation of others, should immediately provide a written or verbal report to his or her supervisor, any other member of management or Human Resources regarding such incidents.

After a report is received, a thorough and objective investigation by management will be undertaken. The investigation will be completed, and a determination made and communicated to the employee as soon as practical.

If a complaint of prohibited harassment or discrimination is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

The federal Equal Employment Opportunity Commission (EEOC) and equivalent state agencies will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. The nearest office of the EEOC and equivalent state agencies can be found by visiting the EEOC's website at [www.eeoc.gov](http://www.eeoc.gov).

## Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by **The Company** for using this complaint procedure, reporting proscribed harassment or discrimination, objecting to such conduct or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Employees should report any retaliation to their supervisor, any management team member or Human Resources. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation prohibited by this policy is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

## Disability Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, **SearchPros** will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an employee or applicant for employment unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result.

Any employee who requires an accommodation in order to perform the essential functions of his or her job, enjoy an equal employment opportunity and/or obtain equal job benefits should contact Human Resources to request such an accommodation. Human Resources will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform his or her essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly his or her health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, the Company will generally make the accommodation, or it may propose another reasonable accommodation that may also be effective. Employees are required to cooperate with this process by providing all necessary supporting documentation of supporting the need for accommodation and being willing to consider alternative accommodations when applicable.

The Company will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth and lactation where supported by medical documentation and/or as required by applicable federal, state or local law.

Employees who wish to request unpaid time away from work because of a qualifying disability should speak to Human Resources regarding a proposed accommodation.

### **Religious Accommodation**

The Company will provide reasonable accommodation for employees' religious beliefs, observances and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances or practices and the employee's job requirements, without causing undue hardship to the Company. The Company has developed an accommodation process to assist employees, management and Human Resources. Through this process, the Company establishes a system of open communication between employees and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests.

Any employee who perceives a conflict between job requirements and religious belief, observance or practice should bring the conflict and his or her request for accommodation to the attention of Human Resources to initiate the accommodation process. The Company requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

## **General Employment Practices**

### **Employee Classifications**

Members of **SearchPros'** Contingent Workforce are usually classified as nonexempt under federal and state wage and hour laws and are further classified for administrative purposes. The following designations are used throughout this Employee Handbook. Any and all deviations to these classifications will be clearly specified in the Offer Letter process.

#### **Contingent Workforce (Temporary Employees)**

Contingent Workforce employees are generally hired to temporarily supplement the workforce or assist in the completion of a specific project. These temporary employment assignments are of limited duration. Temporary Employees may be classified as exempt or nonexempt on the basis of job duties and compensation.

#### **Nonexempt Employees**

Nonexempt employees are employees whose job positions do not meet FLSA or applicable state exemption tests, and who are not exempt from minimum wage and overtime pay requirements. Nonexempt employees are eligible to receive overtime pay for hours worked in excess of 40 hours in a given week, or as otherwise required by applicable state law. Employees will be informed whether their status is exempt or nonexempt and should consult Human Resources with any questions or concerns regarding this status.

#### **Exempt Employees**

Exempt employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and overtime pay requirements. Exempt employees are compensated on a salary basis. Employees will be informed whether their status is exempt or nonexempt and should consult Human Resources with any questions or concerns regarding this status.

## **Full-Time Employees**

Full-time employees are those who are normally scheduled to work and who do work a schedule of **30+** hours per week. Full-time employees are generally eligible for the employee benefits described in this Handbook and are provided with benefits required by applicable law.

## **Part-Time Employees**

Part-time employees are those who are normally scheduled to work and who do work fewer than **30** hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees are eligible for some, but not all employee benefits described in this Handbook and are provided with benefits required by applicable law.

## **Employment Eligibility and Work Authorization**

**SearchPros** is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States within 72 hours of commencing employment. If the employee cannot verify his or her right to work in the United States within 72 hours of employment, the Company will be required to terminate his or her employment immediately.

**SearchPros** participates in the Electronic Verification System (E-Verify) to electronically verify the work authorization of newly-hired employees. E-Verify is an internet-based program that compares information from an employee's Form I-9 to data contained in the federal records of the Social Security Administration and the Department of Homeland Security to confirm employment eligibility. The Company does not use E-Verify to pre-screen job applicants.

The Company is committed to honoring all terms and conditions of E-Verify. Employees who do not contest a Tentative Non-confirmation, or who receive a Final Non-confirmation or No Show, are subject to immediate termination of employment.

The Company will not tolerate any form of discrimination or harassment prohibited by federal, state or local law, including discriminatory treatment based on an individual's national origin or citizenship status. Employees who believe they have been subject to discrimination or harassment, including during the Form I-9 and E-Verify process, should immediately report the matter as further discussed in the policies regarding discrimination and harassment set forth in the Company's National Handbook. The Company prohibits retaliation against employees for making such complaints.

## **Background Checks**

The Company recognizes the importance of maintaining a safe, secure workplace with employees who are qualified, reliable, and nonviolent, and who do not present a risk of serious harm to their coworkers or others. To promote these concerns and interests, the Company reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information. Consistent with legal or contractual requirements, the Company also reserves the right to obtain and to review an applicant's or an employee's criminal conviction record, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law.

A pending criminal matter may be considered in appropriate circumstances for business-related reasons, consistent with applicable law. All background checks will be conducted in strict conformity with the federal Fair Credit Reporting Act (FCRA), applicable state fair credit reporting laws, and state and federal antidiscrimination and privacy laws. The Company is an equal opportunity employer and will comply with applicable federal, state and local laws relating to the use of background checks for employment purposes.

## **Personal Data Changes**

To better assist employees and/or their families in the event of personal emergencies, **SearchPros** needs to maintain up-to-date contact information. Maintaining accurate information in our files is also important for recordkeeping, payroll and benefits related purposes.



Changes in name, address, telephone number, marital status, number of dependents, next of kin and/or beneficiaries should be given to Human Resources and the SearchPros Payroll Department promptly.

## **Electronic Delivery of Employment Related Documents**

As the SearchPros employee base is located throughout the country, forms and documents related to your employment with us are delivered electronically. These documents may include, but are not limited to:

- Payroll Documents (including W-2 Forms)
- Health Benefit Documents
- SearchPros 401(k) Plan Documents

By acknowledging receipt of the SearchPros Employee Handbook, you consent to receive employment related documents in electronic format in lieu of a paper form. Your consent will be valid for all subsequent years until withdrawn.

You understand that your consent to receive these documents by electronic delivery can be withdrawn at any time by informing the Human Resources Manager that you no longer consent to the electronic delivery of these documents. Withdrawals may take up to 30 days to become effective.

You also understand that you have a right to request and obtain a paper version of any electronically transmitted document at no charge by contacting the Human Resources Manager.

You further understand that in order to receive these documents electronically, they will likely be sent as an attachment to an email. As such, to access and read the email and attached document, you will need (1) a computer with internet access; (2) a program installed on that computer allowing you to send and receive e-mails (such as Internet Explorer or Netscape); and (3) the application program necessary open and view document files installed on your computer.

You are responsible for notifying SearchPros Human Resources of any changes to your contact information in a timely fashion.

Please note that the IRS has approved the use of an electronic W-2 statement format in lieu of a paper format. Starting with all earnings for 2018, SearchPros will send W-2 statements electronically instead of a paper form. W-2 forms are also available via your ADP portal.

We also comply with the Department of Labor's safe harbor requirements for electronic delivery of participant information in accordance of ERISA guidelines.

## **Workplace Conduct**

### **Standards of Conduct**

To assure safety and security and provide the best possible work environment, we expect employees to follow basic, common-sense rules of conduct that will protect everyone's interests and safety. It is not possible to list all forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions that may result in disciplinary action, including suspension, demotion or termination of employment:

- Falsification of employment records, employment information or other records;
- Recording the work time of another employee, allowing any employee to record another employee's work time, or allowing falsification of any time card, whether yours or another employee's;

- Theft or the deliberate or careless damage of any company property or the property of any employee or client;
- Use of company materials, supplies, tools or products for personal reasons without advanced permission from management;
- Abuse of the Company's electronic resources, including sending personal emails during working time or in a manner that interferes with the employee's work performance;
- Possessing, distributing, selling, transferring or using or being under the influence of alcohol or illegal drugs in the workplace;
- Provoking a physical fight or engaging in physical fighting during working hours or on premises owned or occupied by the Company;
- Carrying firearms, weapons or dangerous substances at any time, on premises owned or occupied by the Company, unless state law provides otherwise. **Note: This prohibition applies only to the extent allowed by applicable state law. In those states that specifically give the employee the right to maintain a lawfully possessed firearm in a locked vehicle in the employer's parking lot, employees will be permitted to maintain a firearm in their own locked vehicle in compliance with the law. Under those circumstances, employees are strictly prohibited from removing the firearm from their vehicle or carrying it on their person or into a building;**
- Using abusive, violent, threatening or vulgar language at any time during working hours or while on premises owned or occupied by the Company;
- Absence of **3** consecutive scheduled workdays without prior notice to the Company;
- Failing to obtain permission to leave work during normal working hours;
- Failing to observe working schedules, including meal and rest breaks;
- Abusing or misusing paid sick leave. **Note: For employees subject to mandatory sick leave laws, the provisions of the applicable policy govern sick leave issues;**
- Failing to provide a certificate from a health care provider when requested or required to do so in accordance with applicable law;
- Working overtime without authorization or refusing to work assigned hours;
- Violating any safety, health or security policy, rule or procedure of the Company; and
- Committing a fraudulent act or intentional breach of trust under any circumstances.

Although employment may be terminated at-will by either the employee or the Company at any time, without following any formal system of discipline or warning, we may exercise discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions and suspensions. Although one or more of these forms of discipline may be taken, no formal order or procedures are necessary. The Company reserves the right to determine which type of disciplinary action to issue in response to any type of performance issue or rule violation.

This statement of prohibited conduct does not alter or limit the policy of at-will employment. Either the employee or the Company may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice. As previously set forth in this Employee Handbook, **only the President/Owner of the Company or her authorized representative has the authority to enter into an employment agreement that alters the at-will employment relationship, and any such**

**agreement must be in writing and signed by the President/Owner of the Company or her authorized representative.**

## **Use of Company Equipment and Resources**

### **Company Equipment**

When using Company property, employees are expected to exercise care; maintain the property in safe working order; and follow all operating instructions, safety standards and guidelines. Employees should notify their supervisors if any equipment appears to be damaged, defective or in need of repair. Prompt reporting of damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Employees who have questions about their responsibility for maintenance and care of equipment used on the job should consult their supervisor.

### **Company Resources**

The Company has significantly invested in telephone lines, fax machines, photocopiers and other types of business equipment, internet access and software that are vital to keeping our operations flowing smoothly and effectively. The Company's resources are limited and should be used for business transactions only and not for personal use, except as provided in the Electronic Resources policy in this Employee Handbook.

### **Electronic Resources**

This policy describes the Company's general guidelines for using its electronic resources, including electronic mail (email), voicemail, internet access and computer systems.

Employees should use the Company's electronic resources with the understanding that these resources are provided for the benefit of company business.

Sending, saving, accessing, or viewing obscene or similarly offensive material on the Company's electronic resources is prohibited. Messages stored and/or transmitted by the Company's electronic resources, including the computer, voicemail, email, or the telephone system, must not contain content that may reasonably be considered to be obscene or other patently offensive material. Prohibited material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would discriminate against or harass someone on the basis of his or her race, color, sex, age, national origin or ancestry, disability, or any other category protected by federal, state or local law. Likewise, any use of the internet, email, or any other electronic resource to engage in harassment or discrimination prohibited by company policies is unlawful and strictly prohibited. Violators may be subject to discipline, up to and including termination of employment.

Unless otherwise noted, all software on the internet should be considered copyrighted work. Therefore, employees are prohibited from downloading software and/or modifying any such files without permission from the copyright holder.

### **No Solicitation**

The Company's electronic resources must not be used for solicitation purposes during working time. The Company's no solicitation rule applies to the use of electronic resources.

### **Software Code of Ethics**

Employees may not duplicate any licenses, software or related documentation for use either on the Company's premises or elsewhere unless the Company is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject users and/or the Company to both civil and criminal penalties under the United States Copyright Act. Employees may not give software to any outsiders including contractors, customers or others. Employees may use software on local area networks or on multiple machines

only in accordance with applicable license agreements. Employees may not download software from the internet and install it on their computers.

SearchPros reserves the right to audit any company computer to determine what software is installed on the local drive(s).

## **Employee Responsibility**

Each employee is responsible for the content of all text, audio or images that they place or send using the Company's electronic resources. The same standards should be utilized for the creation of email messages in connection with an employee's work as would be utilized for other company correspondence or memoranda.

## **Computer and Systems Security**

All computers and the data stored on them are, and remain at all times, the property of The Company. As such, all messages created, sent or retrieved over the internet or the Company's electronic mail systems are the property of The Company, and should be considered company information. The Company reserves the right to retrieve and read any message composed, sent or received using the Company's electronic resources, including all computer equipment, cell phones, tablets and the electronic mail system, for any business reason, including but not limited to, ensuring compliance with this and all company policies.

Employees should be aware that even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, internet and email messages are not private. Furthermore, all communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Employees should also be aware that duplicates of email transmitted through a personal, web-based email account using company equipment could be stored on that equipment; likewise, information regarding internet sites that an employee has accessed may also be stored.

## **Email Content Screening**

The Company maintains the right to screen all inbound and outbound email content. Email messages or attachments that contain obscene or similarly offensive material may be quarantined and held from transmission or receipt until the sender or recipient can verify the message or attached document is work related.

SearchPros may, in its discretion, review communications to and from a personal account, subject to state laws regarding attorney-client communications.

If an employee wants to communicate with an attorney or send an otherwise confidential piece of communication that he or she does not want the Company to monitor, the employee should use a personal email address and personal computer equipment. If an employee does use company equipment, he or she consents to any monitoring by the Company and should understand that he or she has no right to privacy with respect to such communications, to the extent permissible under applicable law.

## **Virus Protection**

To prevent computer viruses from being transmitted through the system, employees are not authorized to download any software from the internet onto their computer or any drive in that computer.

**Confidential Company Information**  
**(\*pertains to SearchPros and the Clients they service)**

The Company's confidential and proprietary information is vital to its current operations and future success. Each employee should use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information.

In no event should employees disclose or reveal confidential information within or outside the Company without proper authorization or purpose.

"Confidential information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Company's business that the Company has not made public or authorized to be made public, and that is not generally known to the public through proper means.

By way of example, confidential or proprietary information includes, but is not limited to, non-public information regarding the Company's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research and development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, employee health/medical records, system designs, customer lists and methods of competing. Additionally, employees who by virtue of their performance of their job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: Social Security Numbers, driver's license or resident identification numbers, financial accounts, credit or debit card numbers, security and access codes or passwords that would permit access to medical, financial or other legally protected information.

Confidential information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection.

Nothing in this Employee Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing confidential information which the employee acquired through lawful means in the course of his or her employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Further, employees are hereby notified that, under the 2016 Defend Trade Secrets Act (DTSA):

- No individual will be held criminally or civilly liable under federal or state trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that:
  - Is made **in confidence to** a federal, state or local government official, either directly or indirectly, or to an attorney; and made **solely for the purpose of** reporting or investigating a suspected violation of law; or,
  - Is made in a complaint or other document filed in a lawsuit or other proceeding, **if such filing is made under seal** so that it is not made public; and

- An individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by order in that proceeding.

### **Personal Appearance and Grooming**

The image SearchPros projects to our clients as well as the public is reflected in the appearance of our employees. Simply stated, employees should look neat, clean and well-groomed and should be dressed appropriately for the work environment. Employees are expected to use good judgement in their appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of co-workers, and their need to interact with the public.

Below are a few Personal Appearance Guidelines:

- All Employees should practice common sense rules of neatness, cleanliness and comfort
- Personal appearance should include good personal hygiene, clean hair and no or well-maintained facial hair
- You are always required to comply with the Dress Code of the Client Company to which you are assigned

### **Religious, Medical and Disability Accommodations**

The Company will reasonably accommodate an employee's religious beliefs, medical condition or disability by making exceptions to this policy. Employees who need such an accommodation should contact their on-site supervisor or Human Resources.

### **Attendance and Punctuality**

As a Contingent Worker, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for our Client Company.

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, except for meal periods. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must under all but the most extenuating circumstances notify SearchPros AND your on-site supervisor as soon as possible but at least 2 hours before the time you are scheduled to begin working for that day. If you call less than as soon as possible without at least 2 hours before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day. In all cases of absence or tardiness, employees must provide their on-site supervisor with an honest reason or explanation. Employees also must inform SearchPros AND their on-site supervisor of the expected duration of any absence

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment, unless the absence or tardiness is legally protected. The following types of time off will not be considered grounds for disciplinary action under this policy:

- Excused time off, including vacation, PTO and other forms of paid time off;
- Approved leaves of absence, including jury duty leave, military leave and leave protected under the Family and Medical Leave Act or leaves pursuant to other federal, state or local laws; and/or
- Time off due to a work-related injury that is covered by workers' compensation.

Each situation of absenteeism or tardiness will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances.

If you fail to report for work without any notification to your on-site supervisor and your absence continues for a period of 3 days, SearchPros will consider that you have voluntarily abandoned or quit your employment. Absences protected by state and federal law do not count as a violation of this policy.

### **Personal Electronic Devices**

Although the Company may permit employees to bring personal electronic devices, including cellular phones, smartphones and personal digital assistants, into the workplace, employees are expected to remember that working time is for work.

Therefore, employees should only engage in personal phone calls and other use of electronic devices during nonworking time, including meal and rest breaks. Outside of this time, personal phone calls and communications should be for emergencies only.

### **Time off and Leaves of Absence**

#### **PTO**

Full Time Employees may be entitled to paid time off based upon their years of active service. Active service commences with an employee's first day of work and continues thereafter unless broken by an absence without pay, a leave of absence, completion of assignment or termination of employment.

Employees may earn a maximum of 40 hours of paid time off after 1 continuous year of service. In the event that an employee works less than 2000 hours during the year, a prorated amount will be awarded.

Paid Time Off may be used for any combination of vacation leave, sick leave or any other type of time off from a scheduled work day. Employees will need to schedule time off with their on-site supervisors.

An employee may not use paid time off before it is awarded. Employees will not be paid for any time in excess of booked paid time off.

#### **Sick Leave**

For employees working in a jurisdiction that has a mandatory sick leave law or a jurisdiction that defines how sick leave may be used or accrued, the Company will comply with all legal requirements.

In the interest of your safety and the safety of others, absences of three or more consecutive days due to the employee's own health condition may require a doctor's note to determine whether the employee is "fit" to return to duty, or to determine if there are any workplace restrictions.

#### **Family and Medical Leave**

The Company will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws have different names, the Company refers to these types of leaves collectively as "FMLA Leave." In any case, employees will be eligible for the most generous benefits available under applicable law.

#### **Employee Eligibility**

To be eligible for FMLA leave benefits, employees must: (1) have worked for SearchPros for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) have worked at a location where at least 50 employees are employed by SearchPros within 75 miles, as of the date the leave is requested. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify for FMLA leave, they should contact Human Resources.

#### **Reasons for Leave**

Federal and state laws allow FMLA leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA leave, it is important to identify the purpose or reason for the leave. FMLA leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

- The birth, adoption or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, child, or parent) with a serious health condition (Family Care Leave);
- An employee's inability to work because of a serious health condition (Serious Health Condition Leave);
- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's or parent's "covered active duty" as a member of the military reserves, National Guard or Armed Forces (Military Emergency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," (Military Caregiver Leave).

### Definitions

- **"Child,"** for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. "Child," for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted or foster child; stepchild; legal ward; or a child for whom the person stood in loco parentis, and who is of any age.
- **"Parent,"** for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Military Emergency Leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.
- **"Covered Active Duty"** means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- **"Covered Servicemember"** means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (2) a person who, during the five years prior to the treatment necessitating the leave, served in the active military, Naval or Air Service, and who was discharged or released under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009, and March 8, 2013, is excluded.
- **"Spouse"** means the other person with whom an individual entered into marriage as defined or recognized under state law in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This includes common law marriage or same sex marriage in places where these marriages are recognized.
- **"Key employee"** means a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite.



## **Length of Leave**

The maximum amount of FMLA leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and (4) Military Emergency Leave. However, if both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. The applicable "12-month period" utilized by the Company is a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Under this method the 12-month period is measured backward from the day the employee uses any FMLA leave

The maximum amount of FMLA leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

To the extent required by law, some extensions to leave beyond an employee's FMLA entitlement may be granted when the leave is necessitated by an employee's work-related injury or illness or by a "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

## **Intermittent or Reduced Schedule Leave**

Under some circumstances, employees may take FMLA leave intermittently, which means taking leave in blocks of time or reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently whenever it is medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work. Leave due to military exigencies may also be taken on an intermittent basis.

Leave taken intermittently may be taken in increments of no less than **1 hour**. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Please contact your on-site manager prior to scheduling medical treatment and notify SearchPros Human Resources of time missed due to FMLA. If FMLA leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, we may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If employees have been approved for intermittent leave and they request leave time that is unforeseeable, they must specifically reference either the qualifying reason for leave or the need for FMLA leave at the time they call off and notify their on-site manager and SearchPros Human Resources.

If an employee's request for intermittent leave is approved, the Company may later require employees to obtain recertification of their need for leave. For example, the Company may request recertification if it receives information that casts doubt on an employee's report that an absence qualifies for FMLA leave.

## **Notice and Certification**

### *Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements*

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days' advance notice or such notice as is both possible and practical if the leave must begin in fewer than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);

- When the need for leave is not foreseeable, notice within the time prescribed by the Company's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health Care Provider form);
- Periodic recertification (if required by law); and
- Periodic reports during the leave.

Certification forms are available from Human Resources. At our expense, we may require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of the employee's family member. In some cases, we may require a second or third opinion regarding the injury or illness of a Covered Service Member. Employees are expected to cooperate with the Company in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact your on-site prior to scheduling planned medical treatment and notify SearchPros Human Resources of any scheduled leave.

### **Recertification After Grant of Leave**

In addition to the requirements listed above, if an employee's Family and Medical Leave is certified, the Company may later require medical recertification in connection with an absence that the employee reports as qualifying for Family and Medical Leave. For example, the Company may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee encounters complications); or (3) the Company receives information that casts doubt upon the employee's stated reason for the absence. In addition, the Company may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Company will be at the employee's expense.

### **Military Emergency Leave Requirements**

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered servicemember's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the servicemember's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources.

### **Failure to Provide Notice or Certification and to Return From Leave**

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at the leave's expiration and has not obtained an extension of the leave, the Company may presume that the employee does not plan to return to work and has voluntarily terminated his or her employment.

### **Compensation During Leave**

Generally, FMLA leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or the Company's sponsored wage-replacement benefit programs. Employees may also choose to use accrued vacation and sick leave, to the extent permitted by law and the Company's policy. All payments of wage-replacement benefits and accrued paid leave will be integrated so that employees will receive no greater compensation than their regular compensation during this period. The Company may require employees to use accrued vacation and sick leave to cover some or all of the FMLA leave. The use of paid benefits will not extend the length of FMLA leave.

Unless permissible under state law, employees are prohibited from working for someone else while on the Company's payroll during our core business hours or any hours that might interfere with an employee's ability to get work done for the Company.

### **Benefits During Leave**

The Company will continue making contributions to employees' group health benefits during their leave on the same terms as if the employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12-workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Company may recover premiums it paid on an employee's behalf to maintain health coverage if the employee fails to return to work following FMLA leave.

An employee's length of service as of the leave will remain intact, but benefits such as vacation and sick leave may not accrue while on an unpaid FMLA leave.

### **Job Reinstatement**

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if an employee would have been laid off or his or her position would have been eliminated even if he or she had not gone on leave, then the employee will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent leave.]

Key employees may be subject to reinstatement limitations in some circumstances. If employees are considered a "key employee," those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence.

### **Confidentiality**

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

### **Fraudulent Use of FMLA Prohibited**

An employee who fraudulently obtains Family and Medical Leave from the Company is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against such employee due to such fraud.

### **Nondiscrimination**

The Company takes its FMLA obligations very seriously and will not interfere with, restrain or deny the exercise of any rights provided by the FMLA. We will not terminate or discriminate against any individual for opposing any practice, or because of involvement in any proceeding related to the FMLA. If an employee believes that his or her FMLA rights have been violated in any way, he or she should immediately report the matter to Human Resources.

### **Additional Documentation**

A Notice to Employees of Rights Under FMLA (WHD Publication 1420) is available by accessing your ADP Payroll Portal.

Employees should contact Human Resources for any FMLA questions they may have.

### **State Law**

A number of states have family leave laws that provide leave benefits which exceed those available to employees under the FMLA. Employees should contact Human Resources for additional information.

## **Military Leave**

Both state and federal law provide employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as USERRA. This policy discusses military leave under USERRA.

USERRA establishes a "floor" for employees' rights with respect to military leaves. States may provide an employee with greater or additional rights with respect to military leaves than those under USERRA. If the employee works in a state that provides rights greater than those provided under USERRA, the Company will provide those rights. If an employee plans to request leave based on military service, he or she should contact Human Resources for information on any additional rights or requirements, if applicable, under state law.

### **Eligibility for Leave**

The Company provides unpaid military leaves of absence to employees who serve in the uniformed services as required by USERRA and applicable state laws. The uniformed services are defined as the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or national emergency. The uniformed services also include participants in the National Disaster Medical System when activated to provide assistance in response to a public health emergency, to be present for a short period of time when there is a risk of a public health emergency, or when they are participants in authorized training.

Service consists of performing any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full time National Guard duty, absence from work for an examination to determine fitness for such duty, and absence for performing funeral honors duty. Total military leave time may not exceed five years during employment, except in certain, defined circumstances.

### **Notice of Leave**

Advance notice of leave is required, preferably in writing, unless giving of notice is impossible or unreasonable, or notice is prohibited by military necessity (which is defined by the United States Department of Defense). When notice is required, employees must provide their on-site supervisor and SearchPros with as much advance notice as possible of any anticipated leave of absence for military service.

### **Compensation and Benefits During Leave**

Accrued, unused vacation or PTO will be paid during military leave at the employee's request. After 30 days of continuous military leave, employees may elect to continue their health plan coverage at their own expense, for up to 24 months or during the remaining period of service, whichever is shorter.

## **Reinstatement**

In order to be eligible for reinstatement, an employee must have provided advance notice of the need for military leave (where required) and have completed his or her service on a basis that is not dishonorable or otherwise prohibited under USERRA.

Employees whose military service will be for fewer than 31 days must report back to work at the beginning of the first full, regularly scheduled work day following completion of service, after allowing for a period of safe travel home and eight hours of rest.

Employees whose military service will be for more than 30 days, but fewer than 181 days must apply for re-employment within 14 days after completing service.

Employees whose service is greater than 180 days must apply for re-employment within 90 days after completing service.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. Full details regarding reinstatement are available from Human Resources.

In general, an employee returning from military leave will be re-employed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, the Company will provide training to assist the employee in the transition back to the workforce.

Vacation benefits do not continue to accrue during a military leave of absence. An employee returning from military leave is entitled to any unused, accrued vacation benefits the employee had at the time the military leave began minus any vacation benefits the employee chose to use during the leave. Upon reinstatement, the employee will begin to accrue vacation benefits at the rate he or she would have attained if no military leave had been taken.

## **Pay Practices**

### **Payment of Wages**

Depending on the contract with the Client Company to whom you are assigned, you will be paid by direct deposit either Weekly or Bi-Weekly on Fridays. You will be informed of your pay schedule during the Offer Letter process.

If the regular payday falls on a company-recognized holiday, then employees will be paid on the work day before the regular payday. Employees who enjoy the benefit of electronic direct deposit will have access to their pay statement on each payday via their ADP Payroll Portal.

### **Paycheck Deductions**

The Company is required by state and federal laws to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes and Social Security. Depending on the state in which you are employed and the benefits you choose, additional deductions may occur.

The pay of some nonexempt employees may be subject to deductions for items such as tools or uniforms. Such deductions will be made in accordance with state and federal law and will require written authorization from the employee.

The amount of all deductions will be listed on the employee's pay stub.

### **Reporting Errors and Obtaining More Information**

If any employee, exempt or nonexempt, has questions about deductions from his or her pay, believes he or she has been subjected to improper deductions, or believes that the amount paid does not accurately reflect the employee's total hours worked or salary, please contact the SearchPros Payroll Department.

Every report will be fully investigated, and SearchPros will provide a remedy in a timely fashion.

SearchPros complies with all applicable laws, including the Fair Labor Standards Act, and will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in an investigation by the Company, even if the reports do not reveal any errors or wrongdoing.

## **Work Schedules**

**SearchPros** is normally open for business from 8:00am to 5:00pm, Monday thru Friday PST. However, as our client companies may have different hours of operation, your work schedule will be presented to you during the onboarding process for each assignment.

All employees are expected to be at their desk or designated work area at the start of their scheduled shift, ready to perform their work.

On-site supervisors will schedule meal and rest periods as appropriate. The Company complies with federal and state laws in this regard.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in total hours that may be scheduled each day and week.

## **Meal and Rest Breaks**

It is the Company's policy to comply with all laws regarding meal and rest breaks. Employees should refer to their state-specific supplement for additional information regarding meal and rest breaks required under state law.

If an employee works in a state where there are no applicable meal or rest break requirements, the Company will provide break time as appropriate, subject to operational needs and supervisor discretion. The Company does not contract to provide such break time in these states.

Rest breaks of short duration (lasting between five and 20 minutes) will be counted as "hours worked" and paid accordingly. Meal breaks lasting 30 minutes or more are not considered "hours worked" for purposes of federal law and will not be paid for nonexempt employees.

Employees must be completely relieved from work duties during any unpaid meal breaks. Nonexempt employees must record the beginning and ending time of their meal breaks each day if possible on the time keeping system in use.

## **Lactation Accommodation**

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. Employees needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed for the employee, the lactation break time will be unpaid for nonexempt employees.

Employees will be relieved of all work-related duties during any unpaid break. Where unpaid breaks or additional time are required, employees should work with their on-site supervisor regarding scheduling and reporting the extra break time. Where state law imposes more specific requirements regarding the break time or lactation accommodation, the Company will comply with those requirements.

Because exempt employees receive their full salary during weeks in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

The Company will attempt to ensure the client company provides employees with the use of a room or a private area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from co-workers and

the public. The Company will make a reasonable effort to identify a location within close proximity to the work area for the employee to express milk. This location may be the employee's private office, if applicable.

The Company will otherwise treat lactation as a pregnancy-related medical condition and address lactation-related needs in the same manner that it addresses other non-incapacitating medical conditions, including requested time off for medical appointments, requested changes in schedules and other requested accommodations.

Employees should discuss with their on-site supervisor the location for storage of expressed milk. In addition, employees should contact **SearchPros Human Resources** during their pregnancy or before their return to work to identify the need for a lactation area.

## **Time Keeping**

### **Nonexempt Employees**

Employees who are classified as nonexempt must accurately record the time they work each day, including arrival, departure and meal break times.

All non-exempt employees are required to enter their time using the Online Timekeeping portal or the Time Keeping system used by the client company to which they are assigned.

When employees receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked.

Nonexempt employees must report **all** time worked and **not** work any time that is not authorized by their on-site supervisors. This means nonexempt employees must not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless directed to do so. Employees who have questions about when or how many hours they are expected to work should contact their SearchPros Recruiter.

It is a violation of the Company's policy for anyone to instruct or encourage another employee to work "off the clock", to incorrectly report hours worked, or to alter another employee's time records. If any employee is directed or encouraged to incorrectly report hours worked, or to alter another employee's time records, he or she should report the incident immediately to SearchPros Human Resources.

## **Overtime**

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. Nonexempt employees will be paid one and one-half (1.5) times their regular rate of pay for all hours worked in excess of 40 in one workweek or as otherwise required by applicable state and federal law. Paid time off such as sick pay, holiday pay, vacation pay, PTO and jury duty pay (where applicable) will not count toward hours worked for the purpose of determining overtime pay.

**All overtime work must be authorized in advance by the employee's on-site supervisor.** Working overtime without prior authorization may result in disciplinary action up to and including termination.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

## **Employee Benefits**

### **Benefits Overview**

Benefit plans offered by **SearchPros** are defined in legal documents such as insurance contracts and summary plan descriptions. If employees are offered benefits, and if a question arises about the nature and extent of plan benefits or if there is a conflict in language, the formal language of the plan documents govern, not the informal wording of this Handbook. Plan documents, if applicable, are available for employees' inspection. The Company

and its designated benefit plan administrators reserve the right to determine eligibility, interpretation and administration of issues related to benefits offered by the Company.

Employment benefits vary according to the position and status of the employee.

Full-time employees are eligible to receive all contingent workforce employment benefits offered by SearchPros.

Employees should contact Human Resources for detailed benefits information.

### **Medical and Dental Insurance**

The Company currently offers medical and dental/vision insurance to eligible employees and their spouses, dependents and other qualifying family members in an equitable and cost-effective way and in compliance with applicable state and federal laws.

Employees have up to **30** days from their date of employment to select their medical and dental plans and submit their enrollment forms. Once the selection is made it will remain fixed for the remainder of the plan year; however, employees will have an opportunity to make changes to their benefit selections during the Company's annual open enrollment period.

Employees who experience a qualifying life event such as marriage, divorce or the birth of a child will also be allowed to make a change in their benefit selection when that event occurs, in accordance with the terms of the plan document.

In accordance with ACA requirements, both the Company and the employee contribute to the cost of certain medical insurance. Employees should contact Human Resources with any questions.

### **Other Benefits**

In addition to Medical and Dental/Vision Insurance, SearchPros makes the following benefits available to all full-time employees:

- Medical Indemnity Plans
- Life and AD&D Insurance
- Short Term Disability Insurance
- 401(k) and Roth 401(k) Plans

Contact Human Resources for information regarding these benefit plans.

### **Same-Sex Marriages, Civil Unions and Domestic Partnerships**

The Company complies with all applicable federal and state laws regarding the provision of benefits to same-sex spouses, domestic partners and couples in a civil union. Employees should contact Human Resources if they have any questions regarding benefits eligibility for themselves or their spouses, domestic partners or partners in a civil union.

### **Workers' Compensation**

When work-related accidents, injuries or illnesses occur, employees may be eligible for workers' compensation insurance benefits. The Company provides a comprehensive workers' compensation insurance program at no cost to employees and in accordance with applicable state law. This program covers most injuries or illnesses, sustained in the course of employment, that require medical, surgical or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits or, if the employee is hospitalized, treatment immediately.

### **Reporting Work-Related Injury or Illness**

Employees who sustain a work-related injury or illness should inform their on-site supervisor **and** SearchPros **immediately**. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage. Post-incident drug testing may be



required if there is reason to believe that drug or alcohol use is involved. Failure to report a work-related injury and/or complete and return requested forms may result in disciplinary action up to and including termination of employment.

### **Leaves of Absence/Accommodation**

Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Employees should consult with Human Resources for additional information.

### **Return to Work**

Employees who are ready to return to work following a workers' compensation-related leave of absence must supply a certification from a health care provider confirming the employee's ability to return to work.

### **Fraud**

The Company will notify the workers' compensation insurance company if we have reason to believe an employee has supplied false or misleading information in connection with a claim and/or has filed a fraudulent claim. Workers' compensation fraud is a crime and may also be grounds for disciplinary action, up to and including termination of employment.

## **Safety and Security**

### **Workplace Violence**

The safety and security of employees is of vital importance to **SearchPros**. Therefore, the Company has adopted a zero-tolerance policy concerning workplace violence. Threats or acts of violence - including intimidation, bullying, physical or mental abuse and/or coercion - that involve or affect company employees or that occur on the Company's premises, will not be tolerated.

The prohibition against threats and acts of violence applies to all persons involved in the operation of the Company, including, but not limited to, company employees and other personnel, contract and temporary workers, consultants, contractors, customers, vendors, visitors and anyone else on the Company's premises.

Violations of this policy by an employee will result in disciplinary action, up to and including termination from employment.

It is our goal to have a workplace free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Workplace violence is any intentional conduct that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several employees.

Examples of workplace violence include, but are not limited to:

- Threats or acts of violence occurring on company premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off company premises involving someone who is acting in the capacity of a representative of the Company;
- Threats or acts of violence occurring off company premises involving an employee if the threats or acts affect the business interests of the Company;
- All threats or acts of violence occurring off company premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on company premises; and

- Threats or acts of violence resulting in the conviction of an employee or agent of the Company, or an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when that act or the conviction adversely affect the legitimate business interests of the Company.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Threatening physical contact directed toward another individual;
- Threatening an individual or his or her family, friends, associates or property with harm;
- The intentional destruction or threat of destruction of Company property or another individual's property;
- Menacing or threatening phone calls;
- Stalking;
- Veiled threats of physical harm or similar intimidation; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Workplace violence does not refer to workplace arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about sporting activities, popular entertainment or current events are not considered workplace violence when there is no threat of violence being directed to the workplace or any individual connected with it. Rather, workplace violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our workplace or targets any individual with acts or threats of violence.

Employees should help maintain a violence-free workplace. To that end, employees are encouraged to immediately report any incident that violates this policy to an on-site supervisor or manager or SearchPros Human Resources.

**No provision of this policy statement or any other provision in this policy alters the at-will nature of employment with SearchPros. We will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by the Company. In making this determination we may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred.**

### **Weapons in the Workplace**

The Company strictly prohibits employees from possessing weapons of any kind at the workplace. The workplace includes any property owned or leased by the Company or occupied by groups of company employees or persons providing services to the Company. Unless this prohibition is contrary to local law, the workplace specifically includes company parking areas and company vehicles. This policy prohibits the possession of concealed weapons as well as weapons carried openly.

This prohibition specifically includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

### **Smoke-Free Workplace**

The Company provides a work environment that is smoke-free. Smoking is strictly prohibited inside the building or within 20 feet of main entrances, exits, operable windows, or ventilation system intakes. Smoking is only permitted in designated smoking areas during scheduled work breaks. Employees that observe other individuals smoking in the workplace have a right to object and should report the violation to their on-site supervisor or to another member of management. Employees will not be disciplined or retaliated against for reporting smoking that violates this policy.

Employees that violate this policy or who tamper with No Smoking signs may be subject to disciplinary action up to and including termination.

## **Drug-Free Workplace**

The Company strives to provide a safe environment for employees and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects to have worn off. For these reasons, the Company has adopted a policy that all employees must report to work and remain completely free of illegal drugs, abused or non-prescribed prescription drugs and alcohol.

### **Drug Use/Distribution/Possession/Impairment**

The Company strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. "Illegal drugs" means all drugs whose use or possession is regulated or prohibited by federal, state or local law. These include prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. Marijuana remains illegal as a matter of federal law and therefore its use or possession violates this policy. The Company will endeavor to accommodate individuals with disabilities but will not accommodate the use of medical marijuana at work or excuse policy violations related to medical marijuana.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work.

An employee may be required to undergo a drug/alcohol test if an on-site manager suspects that the employee may be under the influence of drugs or alcohol and reports it to SearchPros. This suspicion could be based on any of the following: behavior uncharacteristic of the employee, smell or odor emanating from the employee, appearance or other characteristics associated with drug or alcohol use. Refusal to undergo a drug/alcohol screen will be construed as admission of drug/alcohol use.

Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained.

### **Alcohol Use/Distribution/Possession/Impairment**

All employees are prohibited from distributing, dispensing, possessing or using any beverage or medicine containing alcohol while at work or on duty and from coming onto company premises, reporting to work, or working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's job performance.

### **Prescription and Over-the-Counter Drugs**

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to Human Resources. Employees are not required to reveal the name of the medication or the underlying medical condition.

The Company reserves the right to transfer, reassign, place on leave of absence or take other appropriate action regarding any employee during the time the employee uses medication that may affect his or her ability to perform safely. The Company will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

Marijuana remains illegal as a matter of federal law and therefore its use or possession violates this policy. The Company will endeavor to accommodate individuals with disabilities but will not accommodate the use of medical marijuana at work or excuse other policy violations related to medical marijuana.

## **Counseling and Rehabilitation**

Employees who voluntarily seek help for substance abuse (self-referral) by contacting the Company will be provided an opportunity to pursue counseling and rehabilitation. The Company will make available to these employees information about counseling and rehabilitation services. An employee who is receiving counseling and/or treatment for substance abuse may use available vacation, sick leave, or, if eligible, family and medical leave. Health insurance often covers the costs of such services, but costs not covered must be paid by the employee. The employee cannot return to work until released by a treatment provider to do so, and when he or she receives a negative result on a return-to-work drug and/or alcohol test (as appropriate for that individual). In addition, the employee may be asked to submit to follow-up testing for a period following the return to work.

An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy.

## **Cell Phone Use / Texting While Driving**

Employees whose job responsibilities include regular or occasional driving and who are issued a company cell phone (including smartphones and other mobile electronic devices) or use their personal cell phone for business-related work are expected to put safety first. Therefore, personal and company-supplied cell phones are not to be used while driving.

If an employee receives a call on a cell phone while driving, he or she must pull over safely, park, and then either answer the phone or return the call. Furthermore, if an employee needs to make a call, he or she must also pull over safely, park and then place the call. Employees also may not send or review text messages while driving as part of their job responsibilities.

The purpose of this policy is to ensure the safety of employees, other motorists and company property. Employees who are charged with traffic violations, or cause accidents or injuries, resulting from their use of personal or company-issued cell phones or smartphones while driving will be solely responsible for all liabilities, fines, etc., that result, to the extent permissible under the law.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a company-provided cellular telephone for business use or who use their personal cellular telephone for business use, are also expected to abide by the provisions of this policy.

## **Leaving the Company**

### **Separation from Employment**

Employees of **SearchPros** are employed on an at-will basis. This means that employment may be terminated by either party at any time, with or without cause or notice. Nothing in this policy is intended to limit or alter the at-will nature of your employment.

Employees may leave the Company for a variety of reasons. Regardless of the reason, we strive to ensure that all separations from employment are handled fairly, efficiently and in compliance with applicable federal and state laws.

Reasons for termination include, but are not limited to, the following:

### **Voluntary Termination / Resignation**

A voluntary termination means an employee has made the decision to end the working relationship with the Company. Voluntary resignations include, but are not limited to, written or verbal resignation, retirement and job abandonment. An employee is considered to have abandoned his or her job if he or she fails to return to a job within **3 days** and has not notified the company of his or her intention to resign.

Employees who voluntarily leave the Company are encouraged to provide their supervisor with a minimum of two weeks' notice, ideally in writing, in order to allow a reasonable amount of time to transfer ongoing work. Upon resignation, an employee must return all keys, uniforms, credit cards or other company-issued property.

Employees in good standing who retire or resign from their positions may be eligible for re-hire.

### **Involuntary Termination**

An involuntary termination occurs when the Company decides to end the working relationship with an employee. Involuntary terminations may occur *for cause* or for reasons *other than cause*.

Involuntary terminations *for cause* include, but are not limited to, terminations for violating company policy, misuse or theft of resources, the falsification of information, excessive absence/tardiness or unsatisfactory work performance.

Involuntary terminations for reasons *other than cause* include, but are not limited to, a reduction in workforce.

### **Pay and Benefits Upon Termination**

Final wages will be paid in accordance with applicable law. In accordance with Company policy, vacation, sick leave and floating holidays will not be paid upon termination unless otherwise required by law.

### **Completion of Temporary Assignment**

Upon completion of your temporary assignment, you must notify SearchPros and report your availability for future assignments. If an immediate assignment is not available, you must call in each week with your availability status so that we may continue seeking future opportunities for you. Failure to do so may affect your eligibility for Unemployment Benefits.

### **Return of Client Company Property**

Employees are required to return all company property and that of the client company (e.g., computers, passwords, uniforms, ID badges) that is in their possession or control in the event of termination of employment, resignation, retirement or layoff or immediately upon request. When allowed by law, and in accordance with applicable law, the Company may withhold from the employee's paycheck the cost of any items that are not returned when required. No information belonging to the Company can be copied for the employee's use. We may also take all action deemed appropriate to recover or protect company property.

### **References / Verifications of Employment**

All requests for references and verifications must be directed to [www.theworknumber.com](http://www.theworknumber.com). They will need your Social Security Number and the SearchPros Employer Code (105297).

Our policy concerning references for former employees is to disclose only the dates of employment, title of the last position held and reason for separation.

No other person or department, other than Human Resources or Executive Management, is authorized to release references for current or former employees.