

Updated 3-10

Welcome to Personnel Plus! These policies and procedures are being furnished to you so that you will understand what is expected of you as a Personnel Plus Inc. temporary employee on assignment with our client(s). These are temporary positions to fill in for employee absences, temporary skill shortages, seasonal workload conditions and special assignments and projects. Placement on an assignment does not constitute a guarantee of ongoing work or full time hours. Personnel Plus does not guarantee the type of assignment, duration of assignment or the number of hours per week you can expect to work. Acceptance of this agreement to comply with Personnel Plus Inc. policies and procedures is a condition of your employment. Your failure to comply with any of these policies will result in disciplinary action up to and including discharge. We reserve the right to terminate or reinstate our employment relationship at will. If you have any questions or concerns about any aspect of your work as an employee, contact your Personnel Plus Inc. supervisor.

1. Any person employed by Personnel Plus Inc. and assigned to one of its client companies is in fact, and remains an employee of Personnel Plus Inc. and NOT the client company until such time as the client company legally converts said employee to its payroll. Completion or termination of an assignment does not of itself terminate the employment relationship with Personnel Plus. Personnel Plus holds your I-9 and W-4, provides workers compensation insurance, pays payroll taxes and unemployment insurance premiums, complete work verifications, issues paychecks and W-2's. Documents in your personal file must be updated annually, and each time you are reinstated. When claiming workers compensation or unemployment benefits the employee must state that Personnel Plus Inc. is the employer, not the client company. Refer any administrative problems or concerns to your Personnel Plus Inc. supervisor. Do not solicit or accept cash or other type of payment from clients.
2. Personnel Plus Inc. is an Equal Opportunity Employer. Personnel Plus Inc. assigns employees to jobs with clients on the basis of availability, skills and abilities to perform necessary job tasks, confirmation of employment history, submitting to a pre-employment drug test and receiving a negative result and satisfactory background and reference checks. Personnel Plus Inc. does not discriminate on the basis of sex, race, age, marital status, religious affiliation, ethnic origin, or handicap.
3. If you accept a job assignment and fail to report to work, walk off the job or abandon job, quit during assignment, or leave the area with no notice or reason given or do not call your Personnel Plus Inc. supervisor at least 8 hours before your shift starts to inform us of your situation, these actions will be considered job abandonment and you will be discharged. You will be paid minimum wage for the hours worked on the day of the occurrence.
4. If you are not able to accept or complete a job assignment for personal reasons, or cannot be contacted you will be considered not unemployed.
5. If you refuse to accept a suitable work assignment, accept new employment with another company, are converted to a client company's payroll or move out of the area, you will be considered to have voluntarily quit your employment with Personnel Plus Inc.
6. If you fail to contact Personnel Plus Inc. before 5:00 p.m. on the next business day after a reduction in scheduled work hours, completion or termination of your assignment you will be subject to discharge for violation of this policy.
7. Employees seeking full time or part time work must contact Personnel Plus daily. Employees who fail to contact Personnel Plus daily will not be referred to future assignments.
8. If you are ill and cannot accept, complete or continue to work at an assignment, you must obtain a written doctors excuse from work, valid for the duration of your absence and present it to your Personnel Plus, Inc. supervisor. You will be considered unavailable until you present your Personnel Plus, Inc. supervisor with a written release to work from your doctor. If you become ill while working on the job you must inform your immediate supervisor and Personnel Plus, Inc before leaving work. If you leave the job for any personal reason without notification to your immediate supervisor and Personnel Plus, Inc. you will be considered to have abandoned the job and are discharged.
9. Safety is essential. All employees must comply with Personnel Plus Inc. safety policy and with all job site, client, and (OSHA) safety requirements. If you are not familiar with these requirements, ask your immediate job site supervisor or Personnel Plus Inc. supervisor to explain any safety regulations or precautions.
10. All on-the-job injuries must be reported immediately to an onsite supervisor (not a co-worker) and to Personnel Plus, Inc. Do not seek treatment on your own. You may be responsible for payment of any medical treatment you seek on your own. You are required to fill out an employee incident report at the time of injury. Injuries not reported by the end of your scheduled shift but reported at a later date will be deemed a violation of company policy. You will be referred to our preferred provider for treatment. Personnel Plus, Inc. reserves the right to dispute payment for services received from a doctor of your choice. Work will be available within your restrictions upon receiving the doctor's medical treatment report. If you refuse work, you must continue to contact our office daily/weekly until released from physician's care. Failure to follow these instructions will be deemed noncompliance with our safety policy.
11. It is your responsibility to ensure that your time card is completely filled out and authorized by a supervisor of the client company for whom you performed work. You must sign as the Associate. Failure to submit a time card properly filled out may result in you not being paid until client approval is obtained. It is your responsibility to deliver your properly completed and signed time card(s) no later than 5:00 p.m. Monday for the previous week. Failure to do so will result in being paid at least one week later. Saturday is the week-ending date. Job Site is the address of where you performed the work.
12. No paycheck will be released to anyone other than the employee without a signed and dated note from the employee authorizing another party to pick up the employee's check. Identification will be checked. As an employee, you agree to accept your paycheck on payday no matter when your assignment ends. To obtain replacement of a payroll check that has been lost, stolen or not received by an employee, you must contact Personnel Plus Inc. and complete an affidavit to replace the paycheck. At least 14 days is required before paycheck replacement can be re-issued. Any stop payment fees will be your responsibility. Debit cards and direct deposit are available. Personnel Plus Inc. does not give advances. Payday is determined by the client company.

(OVER)

13. All employees are subject to pre-employment, random, post accident, return to duty and reasonable suspicion drug or alcohol testing as per our drug testing policy.

Violation of the rules identified below may call for some form of disciplinary action. In some cases, the action may result in either verbal or written warnings. In serious cases, or cases where an employee has previously violated the same or other rules or is not performing at an acceptable level, the employee may be subject to immediate discharge. It is necessary to point out that the types of misconduct identified below are merely examples of conduct that may lead to disciplinary action. This is not a complete list of all types of conduct that can result in disciplinary action, up to and including discharge. Violation of any of the following rules because of their seriousness may result in discharge upon discovery without a warning:

- Insubordinations, refusal to perform job duties, follow directives or engaging in physically or verbally abusive behavior directed toward Personnel Plus Inc. or client company management or supervisors.
- Falsifying or tampering with company records including time and attendance data.
- Non-supervisory recording of attendance on another person's time card.
- Providing false data to Personnel Plus Inc. or client companies.
- Disclosure or discussion of your pay rate(s) or other details of compensation received through Personnel Plus Inc. with anyone other than management or supervisors of Personnel Plus Inc.
- Violation of all companies smoking policy.
- Conspiracies affecting Personnel Plus Inc., its clients and subsidiaries.
- Sabotage, malicious destruction of company property, supplies, or the property of another employee, customer or visitor.
- Theft or unauthorized possession (without written permission) of the property of the company, another employee, or parties doing business with the company.
- Sleeping on company time.
- Failure to immediately report an on-the-job injury or illness, or property damage, no matter how minor, to a representative of management prior to the end of shift on the day of occurrence.
- Bringing or possessing firearms, weapons, or any other hazardous or dangerous devices or materials on company property including the parking lot without proper authorization from the company.
- Deliberately delaying or restricting production or encouraging others to delay or restrict production.
- Use, possession or distribution of illegal drugs while employed for Personnel Plus, Inc.
- Reporting for work or working under the influence of alcohol and/or controlled substances.
- Refusal of a test for drugs or alcohol.
- Positive test for drugs of abuse or on duty blood alcohol content greater than .0199%.
- Admitted use of illicit drugs, or drugs/herbs of abuse.
- A confirmed positive result for drugs of abuse from a certified laboratory.
- Blood alcohol level greater than .0199% clocking into work, while on duty or clocking out.
- Personal hygiene.
- Leaving work area without authorization.
- Not giving at least 8 hours notice before your shift starts.
- Unsatisfactory attendance or tardiness which is (1) Unexcused absence or excessive (3) excused absences or excessive (3) tardiness.
- Engaging in fighting, disorderly conduct, or threatening bodily harm against another employee, or parties.
- Violation of the company's policy on work place harassment.
- Disclosure of confidential or proprietary information to third parties.
- Allowing unauthorized visitors to visit you during work hours or bring their vehicle's into unauthorized areas of the client company.
- Entering a plant or Client Company's property without written authorization and picture identification when necessary.
- Unsatisfactory job performance (excessive errors, negligence, not following instructions).
- Failure to comply with the company's safety requirements.
- Failure to use personal protective equipment (P.P.E.'s).
- Failure to comply with the client company's rules and regulations.
- Failure to promptly advise the company of a change of address, telephone number and other pertinent information.
- Unauthorized use of Personnel Plus Inc. or client company property.
- Using company phones for personal calls or using cell phones for personal calls or texting or using personal electronic equipment such as, I-Pods, MP3 Players etc. for personal use during work hours.

This document also constitutes the first written warning for non-compliance with any of the above policies. By signing this document you have been informed of and agree to all of the above policies and procedures as a condition of employment with Personnel Plus Inc.

Print Name

Employee's Signature

Date



735 Overland Ave. PO Box 66 Burley, ID 83318-0066 678-4040 Fax: 678-5655
www.personnelplus-inc.com email: burley@personnel.com

**Unemployment Law Pertaining to a Staffing Agency
As defined in Chapter 13, Title 72 (21)**

(21) (a) A claimant:

- (i) Who has been assigned to work for one (1) or more customers of a staffing service and,
- (ii) Who, at the time of hire by the staffing service, signed a written notice informing him that completion or termination of an assignment for a customer would not, of itself, terminate the employment relationship with the staffing service; will not be considered unemployed upon completion or termination of an assignment until such time that he contacts the staffing service to determine if further suitable work is available. If the claimant:

- (A) Contacts the staffing service and refuses a suitable work assignment that is offered to him at that time, he will be considered to have voluntarily quit that employment; or
- (B) Contacts the staffing service and the service does not have a suitable work assignment for him, he will be considered unemployed due to lack of work; or
- (C) Accepts new employment without first contacting the staffing service for additional work, he will be considered to have voluntarily quit the employment with the staffing service.

(b) For the purpose of this subsection, the term "staffing service" means any person who assigns individuals to work for its customers and includes but is not limited to, professional employers, as defined in chapter 24, title 44, Idaho Code, and the employers of temporary employees as defined in section 44-2403(7), Idaho Code.

The undersigned agrees that this document serves as the written notice of being informed of the law above required in section 21A (ii).

Employee Name (please print)

Employee Signature

Date

Reference Check for Employment

I hereby authorize release of information from my previous employers or persons listed as references:

Name of Applicant _____ Phone: _____ Date: _____

Applicant Signature _____

To Whom It May Concern:

The applicant named above has told us that he/she previously worked for your company or has given your name as a personal reference. We would appreciate any information given and assure you that any information will be treated confidentially.

Employed from _____ to _____ Starting Salary _____ Ending Salary _____

Number of Employees Supervised (if applicable) _____ Duties _____

☐ Quit ☐ Terminated

☐ Is Hireable ☐ Is Not Hireable (Response to this question is protected by California Civil Code, Section 47(c).)

Attendance (check one):

☐ excellent

☐ satisfactory

☐ below average

Initiative (check one):

☐ excellent

☐ satisfactory

☐ below average

Quality of Work (check one):

☐ excellent

☐ satisfactory

☐ below average

Cooperation (check one):

☐ excellent

☐ satisfactory

☐ below average

Overall performance (check one):

☐ excellent

☐ satisfactory

☐ below average

Additional comments:

All information provided herein is true and accurate, and provided solely in response to inquiries which are of legitimate business interest to all parties.

Business Name _____

Location _____

Name of Person Completing this Reference Check _____

Title _____

Signature _____

Date _____

(If reference check is completed by telephone, Employer seeking information should complete this portion of the form.)

The information contained in this reference check is an accurate reflection of the information provided to me by contact listed above and was procured for legitimate business purposes.

Name of Telephone Interviewer _____

Signature of Telephone Interviewer _____

Date _____

Personnel Plus, Inc.
735 Overland Ave. Burley, ID 83318 Ph: 208-678-4040 Fx: 208-678-5655

Hiring Incentives to Restore Employment (HIRE) Act Employee Affidavit

OMB No. 1545-2173

► Do not send this form to the IRS. Keep this form for your records.

To be completed by new employee. Affidavit is not valid unless employee signs it.

I certify that I have been unemployed or have not worked for anyone for more than 40 hours during the 60-day period ending on the date I began employment with this employer.

Your name _____ Social security number ► _____

First date of employment ____ / ____ / ____ Name of employer _____

Under penalties of perjury, I declare that I have examined this affidavit and, to the best of my knowledge and belief, it is true, correct, and complete.

Employee's signature ► _____ Date ► ____ / ____ / ____

Instructions to the Employer

Section references are to the Internal Revenue Code.

Purpose of Form

Use Form W-11 to confirm that an employee is a qualified employee under the HIRE Act. You can use another similar statement if it contains the information above and the employee signs it under penalties of perjury.

Only employees who meet all the requirements of a qualified employee may complete this affidavit or similar statement. You cannot claim the HIRE Act benefits, including the payroll tax exemption or the new hire retention credit, unless the employee completes and signs this affidavit or similar statement under penalties of perjury and is otherwise a qualified employee.

A "qualified employee" is an employee who:

- begins employment with you after February 3, 2010, and before January 1, 2011;
- certifies by signed affidavit, or similar statement under penalties of perjury, that he or she has not been employed for more than 40 hours during the 60-day period ending on the date the employee begins employment with you;
- is not employed by you to replace another employee unless the other employee separated from employment voluntarily or for cause (including downsizing); and

• is not related to you. An employee is related to you if he or she is your child or a descendant of your child, your sibling or stepsibling, your parent or an ancestor of your parent, your stepparent, your niece or nephew, your aunt or uncle, or your in-law. An employee also is related to you if he or she is related to anyone who owns more than 50% of your outstanding stock or capital and profits interest or is your dependent or a dependent of anyone who owns more than 50% of your outstanding stock or capital and profits interest.

If you are an estate or trust, see section 51(i)(1) and section 152(d)(2) for more details.



Do not send this form to the IRS. Keep it with your other payroll and income tax records.

Paperwork Reduction Act Notice. The Paperwork Reduction Act of 1980 requires that when we ask you for information we must first tell you our legal right to ask for the information, why we are asking for it, and how it will be used. We must also tell you what could happen if we do not receive it and whether your response is voluntary, required to obtain a benefit, or mandatory under the law. You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as stated in Code section 6103.

Our legal right to ask for information is Internal Revenue Code section 6001 and the purpose of the form is stated in the instructions. This collection of the information is required to obtain certain tax benefits.

If you do not retain this record or give fraudulent information, we may have to disallow certain exemptions and credits, and you also may be charged penalties and be subject to criminal prosecution. This could make the tax higher or delay any refund. Interest may also be charged.

The time needed to complete this form will vary depending on individual circumstances. The estimated average time is:

Recordkeeping 1 hr., 25 min.
Preparing the form 25 min.
Learning about the law or the form 24 min.

If you have comments regarding the accuracy of this time estimate or you have suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address.

Please keep this notice with your records. It may help you if we ask you for other information. If you have any questions about the rules for filing and giving information, please call or visit any Internal Revenue Service office.

Alcohol and Drug-Free Workplace Policy

Policy Statement

It is the policy of Personnel Plus to maintain an alcohol and drug free workplace in accordance with the standards set by the Idaho Employers Alcohol and Drug-Free Workplace Act and it is a condition of employment with Personnel Plus that all employees comply with this policy. Personnel Plus will not hire, rehire, or retain any individual who tests positive for illegal drugs or alcohol; or who uses illegal or controlled drugs in any amount, regardless of frequency, without a medically acceptable prescription or admits use of illegal drugs or alcohol. Idaho law stipulates conditions for which an employee may be discharged for misconduct or denied employment due to testing positive for illegal drugs or alcohol. In accordance with Idaho law Personnel Plus will discharge any current employee for misconduct or deny employment to any prospective employee who tests positive or admits use to the use of illegal drugs or alcohol.

Adulterated test: The sample will be thrown away of anyone giving an adulterated test, and the next test will be viewed.

Conditions for testing

All current Personnel Plus employees or prospective employees may be required to undergo a drug/alcohol test for any of the following reasons which may include, but are not limited to, the following:

- | | | |
|-------------------------|-------------------|------------------|
| A. Baseline | B. Pre-employment | C. Post Accident |
| D. Random | E. Return to Duty | F. Follow Up |
| G. Reasonable Suspicion | | |

Requirements: You will be required to submit a urine specimen of greater than 30 ml or 80 strands of hair under reasonable and sanitary conditions for drug testing. Alcohol testing shall be done by saliva device or breath device or urine alcohol. Results of greater than .00 blood alcohol content shall be grounds for discharge. If you fail or refuse to submit a specimen within two hours, and unless you have a documented medically acceptable reason, alteration or attempt to alter a test sample, admitting use or submitting a sample that is not his/her own will be deemed in violation of this policy and discharged for misconduct or denied employment.

Collection: Upon returning the specimen to the technician it will be checked for contamination, dilution and correct temperature. Reasonable quality assurance standards will be maintained throughout the collection, assay, and shipping process to ensure non-adulteration of specimens, containers or devices. The specimen will be initially tested utilizing a scientifically accepted one-step in vitro immunoassay device for qualitative determination of the presence of the following drugs of abuse in concentrations greater than:

THC	50ng/ml	Amphetamine	1000ng/ml
Phencyclidine	25ng/ml	Barbiturates	300 ng/ml
Opiates	300ng/ml	Benzodiazepine	300 ng/ml
Cocaine	300ng/ml	Methadone	300 ng/ml
Methamphetamine	1.000ng/ml	Tricyclicantidepressant	1000 ng/ml

The device will be labeled with donor name, time and date and will be photocopied on the face of the results form to record the results. Personnel Plus routinely tests for the preceding drugs and threshold levels, and depending on employment situations that may arise, reserves the right to test for other drugs and/or quantities as necessary. The employee will be advised of the nature of such other tests at the time of testing.

Positive Immunoassay Result: Positive immunoassay results will be interpreted as presumed positive. Confirmatory testing is required unless the donor admits use. The assayed specimen will be packaged and sealed for shipment to a SAMSHA certified laboratory in accordance with acknowledged chain of custody standards. Employees presenting presumed positive results will be removed from active duty pending confirmatory test results. In the event of a presumed positive assay, the donor will be given the test result, including the type of substance involved and will be given an opportunity to decline confirmatory testing due to admitted use or accept sending specimen for confirmatory testing at a certified lab.

Confirmatory Lab Test: A SAMSHA certified laboratory will perform a Gas chromatography/mass spectrometry (CG/MS) test to confirm or disprove the in-vitro result. The employee will have an opportunity to discuss positive test results with the laboratory's medical review officer or other qualified person. The employee or prospective employee who has a positive test result may request that the same sample be retested by a mutually agreed laboratory. A request for a retest must be done within (7) working days from the date of the first confirmed positive test notification and may be paid for by the employee or prospective employee requesting the test. If the retest results in a negative test outcome, the private employer will reimburse the cost of the retest, compensate the employee for his time if suspended without pay, or if terminated solely because of the positive test, the employee shall be reinstated with back pay.

Negative test: Negative immunoassay results will be accepted as negative. No action will be taken.

Confidentiality: Personnel Plus will only use information obtained from a substance abuse test in a lawful manner to assure confidentiality of donor records.

Acknowledgement: By signing this form, the undersigned acknowledges that he/she understands the Alcohol and Drug-Free Workplace Policy of Personnel Plus Inc. and agrees to comply with the terms of this policy.

Signed: _____

Dated: _____

PERSONNEL PLUS SAFETY POLICY STATEMENT

As a condition of employment with Personnel Plus, I agree to comply with all occupational safety and health standards and all rules, regulations and orders issued under the 1970 OSHA Act that are applicable.

EMPLOYEE SAFE WORK PROCEDURES:

It is the goal of Personnel Plus to ensure a safe workplace for all employees. If at any time you are requested to work in an unsafe work area or asked to perform an unsafe act, you must:

1. Stop and inform the supervisor of your safety concern.
2. If you are requested to continue, request a modification to ensure a safe condition so that you may safely perform your work duties.
3. If no modification is made, you are to request alternative work that you are qualified for and are safe to perform.
4. If no alternative safe work is available, immediately request to leave the work area and contact a Personnel Plus supervisor. Our 678-4040 line is available 24 hours a day 7 days a week.
5. If you experience a "near miss incident" (as defined on the Personnel Plus Safety Video) you are encouraged to immediately report the incident to your on-site Supervisor and to Personnel Plus. Forms are available at any Personnel Plus office to report the "near miss incident".

FOR MEDICAL EMERGENCIES CALL 911, or GO TO THE NEAREST HOSPITAL

Our preferred provider is: Cassia Regional Medical Center 1501 Hiland Ave. Burley Ph: 678-4444

INCIDENT REPORTING INSTRUCTIONS & RETURN TO WORK POLICIES

1. You are required to report any incident/injury to an on-site supervisor, not a co-worker and a Personnel Plus supervisor immediately any time any day before seeking initial medical treatment unless it is an emergency.
*Call: Personnel Plus, Inc. 678-4040 24/7 or
*Bret Gorringer, Safety Manager – 431-0442 or
*Brenda Bailey, Office Manager – 431-4040
2. You will be asked to fill out an employee incident report and be available for post accident drug screening at the time of any injury or illness while working for Personnel Plus. Incidents not reported by the end of your scheduled shift, but reported at a later date will be deemed a violation of Company Policy and the claim may be denied. Personnel Plus reserves the right to investigate any claim reported.
3. Your work site supervisor will be asked to verify the incident. A Personnel Plus supervisor will fill out an injury report and you will be referred to a Personnel Plus Inc preferred provider. All injuries requiring medical treatment must be treated by Personnel Plus Inc. approved medical providers. You will be responsible for payment of any medical treatment you seek on your own.
4. **You are required to bring the MEDICAL TREATMENT AND RETURN TO WORK FORM to our office immediately following your doctor appointments. You must keep us informed of your appointment dates and times.**
5. You must keep all scheduled doctor/physical therapy appointments, etc. Any appointments needing to be rescheduled must be approved by Personnel Plus before making appointment changes except for emergency situations.
6. All prescriptions must be filled at Smiths Pharmacy 937 E. Main St. Burley Ph: 678-3286
7. Work will be available within your restrictions immediately upon receiving the doctor's return to work report. If you refuse work, you must continue to contact our office weekly until released from physician's care.

I have read the above policy regarding *Employee Safe Work Procedures, Accident Reporting Instructions, Return to Work Policy*. I viewed the Personnel Plus *OSHA Safety Video* and I agree to follow all company and work site policies during the course of my employment. If any statement was unclear, I was given the opportunity to ask a Personnel Plus supervisor and receive clarification. I understand that non-adherence may result in appropriate discipline and/or termination of my employment with Personnel Plus. I understand failure to follow these instructions will be deemed noncompliance with our safety policy and may result in termination.

Employee:

Date:

Personnel Plus Inc. Representative (Witness)

Date:

Personnel Plus, Inc. Work Place Harassment Policy

Unlawful harassment is a form of discrimination that violates Title VII of the Civil Rights Act of 1964 and other federal authority. Unwelcome verbal or physical conduct based on race, color, religion, sex (whether or not of a sexual nature and including same-gender harassment and gender identity harassment), national origin, age (40 and over), disability (mental or physical), sexual orientation, or retaliation (sometimes collectively referred to as “legally protected characteristics”) constitutes harassment when:

- The conduct is sufficiently severe or pervasive to create a hostile work environment; or
- A supervisor’s harassing conduct results in a tangible change in an employee’s employment status or benefits (for example, demotion, termination, failure to promote, etc.).

Hostile work environment harassment occurs when unwelcome comments or conduct based on sex, race or other legally protected characteristics unreasonably interferes with an employee’s work performance or creates an intimidating, hostile or offensive work environment. Anyone in the workplace might commit this type of harassment – a management official, co-worker, or non-employee, such as a contractor, vendor or guest. The victim can be anyone affected by the conduct, not just the individual at whom the offensive conduct is directed.

Examples of actions that may create sexual hostile environment harassment include:

- Leering, i.e., staring in a sexually suggestive manner
- Making offensive remarks about looks, clothing, body parts
- Touching in a way that may make an employee feel uncomfortable, such as patting, pinching or intentional brushing against another’s body
- Telling sexual or lewd jokes, hanging sexual posters, making sexual gestures, etc.
- Sending, forwarding or soliciting sexually suggestive letters, notes, emails, or images

Other actions which may result in hostile environment harassment, but are non-sexual in nature, include:

- Use of racially derogatory words, phrases, epithets
- Demonstrations of a racial or ethnic nature such as a use of gestures, pictures or drawings which would offend a particular racial or ethnic group
- Comments about an individual’s skin color or other racial/ethnic characteristics
- Making disparaging remarks about an individual’s gender that are not sexual in nature
- Negative comments about an employee’s religious beliefs (or lack of religious beliefs)
- Expressing negative stereotypes regarding an employee’s birthplace or ancestry
- Negative comments regarding an employee’s age when referring to employees 40 and over
- Derogatory or intimidating references to an employee’s mental or physical impairment

Harassment that results in a tangible employment action occurs when a management official’s harassing conduct results in some significant change in an employee’s employment status (e.g., hiring, firing, promotion, failure to promote, demotion, formal discipline, such as suspension, undesirable reassignment, or a significant change in benefits, a compensation decision, or a work assignment). Only individuals with supervisory or managerial responsibility can commit this type of harassment.

A claim of harassment generally requires several elements, including:

- The complaining party must be a member of a statutorily protected class;
- She/he was subjected to unwelcome verbal or physical conduct related to his or her membership in that protected class;
- The unwelcome conduct complained of was based on his or her membership in that protected class;
- The unwelcome conduct affected a term or condition of employment and/or had the purpose or effect of unreasonably interfering with his or her work performance and/or creating an intimidating, hostile or offensive work environment.

What is NOT Harassment:

The anti-discrimination statutes are not a general civility code. Thus, federal law does not prohibit simple teasing, offhand comments, or isolated incidents that are not extremely serious. Rather, the conduct must be so objectively offensive as to alter the conditions of the individual’s employment. The conditions of employment are altered only if the harassment culminates in a tangible employment action or is sufficiently severe or pervasive to create a hostile work environment. Report any incident of harassment immediately to your supervisor or any member of management.

Print Name

Employee’s Signature

Date

EXHIBIT A: AGREEMENT AND WAIVER

In consideration of my assignment to PERSONNEL PLUS CLIENT COMPANIES by PERSONNEL PLUS, INC., I agree that I am solely an employee of PERSONNEL PLUS, INC. for benefits plan purposes and that I am eligible only for such benefits as PERSONNEL PLUS, INC. may offer to its employees. I further understand and agree that I am not eligible for or entitled to participate in any benefit plan offered by PERSONNEL PLUS CLIENT COMPANIES, its parents, affiliates, subsidiaries, or successors to any of its direct employees, regardless of the length of my assignment to PERSONNEL PLUS CLIENT COMPANIES by PERSONNEL PLUS, INC. and regardless of whether I am held to be a common-law employee of PERSONNEL PLUS CLIENT COMPANIES for any purpose, and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

EXHIBIT B: ASSIGNED EMPLOYEE CONFIDENTIALITY AGREEMENT

As a condition of my assignment by PERSONNEL PLUS, INC. to PERSONNEL PLUS CLIENT COMPANIES, I hereby acknowledge and agree as follows: I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment at PERSONNEL PLUS CLIENT COMPANIES or that I learn about during such assignment.

I will not disclose or in any way reveal or disseminate any information pertaining to PERSONNEL PLUS CLIENT COMPANIES or its operating methods and procedures that come to my attention as a result of this assignment. Under no circumstances shall I remove copies or documents from the premises of PERSONNEL PLUS CLIENT COMPANIES I understand that I shall be responsible for any direct or consequential damages resulting from any violation of this agreement. The obligations of this Agreement shall survive my employment by PERSONNEL PLUS, INC.

EXHIBIT C: ASSIGNMENT OF COPYRIGHTS AND PATENTS

In connection with my assignment to provide services to PERSONNEL PLUS CLIENT COMPANIES, I agree that any and all discoveries and/or inventions (which shall include improvements and modifications) relating to work I perform while providing services to PERSONNEL PLUS CLIENT COMPANIES, or relating to matters disclosed to me by PERSONNEL PLUS CLIENT COMPANIES in connection with work to be performed, or suggested by such matters, whether or not patentable, which discoveries and/or inventions are made or conceived by me, solely or jointly with others, during the term of my assignment (regardless of whether conceived or developed during work hours) or during a period of one (1) year thereafter, shall be the property of PERSONNEL PLUS CLIENT COMPANIES as "work made for hire" to the extent provided by sections 101 and 201(b) of the Copyright Act, 17 U.S.C. 101 *et seq.*, and such discoveries and/or inventions shall be promptly disclosed to PERSONNEL PLUS CLIENT COMPANIES. PERSONNEL PLUS CLIENT COMPANIES shall have the right to file and prosecute, at its own expense, all patent applications, whether U.S. or foreign on said discoveries and/or inventions. I shall, during any assignment to PERSONNEL PLUS CLIENT COMPANIES or at any time thereafter, provide to PERSONNEL PLUS CLIENT COMPANIES all documents, information, and assistance requested for the filing or prosecution of any such patent application, for the preparation, prosecution, or defense of any legal action or application pertaining to such discoveries and/or inventions and for the assignment or conveyance to PERSONNEL PLUS CLIENT COMPANIES of all right, title, and interest in and to such discoveries and/or inventions, patent applications, and letters patent issuing thereon.

I certify by my signature below that I have reviewed the agreements above, understand the policies and I am willing to comply with each policy set forth herein.

Employee Signature: _____ Date: _____

Printed Name: _____ Date: _____

PAYROLL DEPOSIT NOTICE

Dear fellow employee:

We would like to welcome you to our Personnel Plus family and would like to call to your attention the (3) available options to receive your pay. These are:

Preference

- ☐ • **Standard paycheck** — you can pick up your paycheck at our office, have it delivered to your workplace, or mailed to your home address.
- ☐ • **Direct Deposit** — your paycheck is directly deposited into your checking account on or before payday.
- ☐ • **IPAY debit card** — your pay is deposited directly into your Debit Card account on or before payday. You can access these funds from any ATM, or any store or bank that accepts debit cards. IPAY cards are available on request from any Personnel Plus office.

As indicated above, you have several options to receive your pay from Personnel Plus. We encourage you to take full advantage of the option that best suits you, as we wish to make your payday experience as smooth as possible.

Please indicate your preference by checking the box to the left of the above options; and call, mail, or drop this notice off at your nearest Personnel Plus office.

EMPLOYEE (PRINT)

EMPLOYEE SIGNATURE

DATE

Workplace Safety Everybody's Business

1. T F Preventing accidents is everyone's responsibility.
2. T F Awareness of your surroundings is vital to avoiding slips and trips.
3. T F Reporting and abating hazards is maintenance's responsibility.
4. T F Spills and debris on the plant floor only need to be taken care of on clean-up day.
5. T F Bending over does not cause back strain.
6. T F Squat or kneel to start to lift.
7. T F Do not lift and twist with the load.
8. T F When loads are too heavy to lift by hand a forklift is necessary.
9. T F Even if you're not certified it's ok to move a forklift if the operator is on break.
10. T F Riding on a forklift as a passenger could be hazardous to your job.
11. T F A good speed for a forklift is about the same as a fast walk.
12. T F The operator is responsible for preventing anyone from standing under the forks.
13. T F There are no specific guidelines for moving drums if you use a drum truck.
14. T F Always observe special fire safety procedures in your work area.
15. T F Fight a fire if you are competent to do so only after the alarm has been sounded.
16. T F An ABC fire extinguisher requires no training because it's as easy as ABC.
17. T F Any worker can be part of a spill control team regardless of training.
18. T F MSDS sheets contain all the necessary information on hazardous chemicals in your workplace.
19. T F You cannot rely on prescription glasses for eye protection.
20. T F Hardhats are optional in areas posted as hard hat areas.
21. T F Hearing damage occurs without your knowledge.
22. T F The most important common factor in respirator use is a tight fit.
23. T F If your skin is contaminated with hazardous materials, stand under the emergency shower for 15 minutes before seeking further first aid.
24. T F Report all accidents incidents or near misses to your supervisor immediately.
25. T F A new hire is less likely to have an accident than more experienced employees.

I have viewed the video Workplace Safety Everybody's Business and have completed the comprehensive quiz.

Employee's signature

Trainer's signature

Note: *This record will be included in the employee's personnel or training file.*