



# **Field Staff Policies and Procedures**

*Mark this website in your Favorites or print a copy of this manual to use as a ready-reference. You must refer to it as your assignments and work duties change.*

*In cases of serious emergencies such as a danger to life or property, the rules of this manual may be temporarily changed to facilitate proper handling of the emergency. Additionally, policies may change in keeping with standard business practices or state or federal law changes. Such changes are the sole discretion of Link Staffing Services and may occur with or without notice.*

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## WELCOME

Welcome to Link Staffing Services (Link)! We are delighted that you chose to become a Link employee. You can count on us to do everything possible to help you be successful in your career.

It is important for you to read the following information so that you will know what is expected of you as part of the Link team and what you can expect from us.

Our Mission for doing business is “**To Get Each Client To Be Our Advocate**”. Your success as a Link Field Staff employee and Link’s success as a company depends on achieving this mission. When our clients trust us to provide quality people (you), they will recommend us to someone else. To gain and keep our clients’ trust, you must:

- 1) Report on time, ready to work;
- 2) Exhibit a positive attitude, and;
- 3) Perform work to the satisfaction of the client.

## WE ARE YOUR EMPLOYER

Always remember that regardless if the assignment is short- or long-term, Link is your employer. We pay your salary and all federal and state mandated employer taxes. We maintain worker’s compensation insurance to cover you in the event of work related accident or illness. If, for any reason, you have a problem reporting to work, missing work, or any issues while on assignment – **contact Link**. As an employee of Link, only you or Link can terminate your employment.

## NEVER A FEE

Because you are employed by and work for Link, there is never an employment fee to you.

## JOB ASSIGNMENT

When we have an assignment for you, one of our Client Service Representatives will advise you what the job duties are, the rate of pay, the location, dress code (including any required safety equipment), hours and length of the assignment.

Once you accept an assignment, we expect you to report to work at the client’s location on time and continue to work the job for the length of the assignment. If you accept the job and fail to report to work or leave before the end of a shift without permission, Link will understand that you have elected to end your employment with us. Ending an assignment early may make you ineligible for re-employment with Link.



## GETTING PAID

Your time sheet is a very important, legal document. Unless you have been instructed otherwise, you are responsible for turning in your own time sheet each week. It is necessary for your client supervisor to approve and sign for the daily hours worked in order for you to get paid.

Link offers two payment methods, direct deposit or payroll debit card. Talk to your Link customer service representative to determine the method of payment most fitting to your needs. All payroll is processed at your local Link office after receiving your completed time sheet. Your Link customer service representative will advise you when to expect your payroll each week.

Some Link offices offer personal protective equipment on loan or for a small fee. If this equipment is not returned or upon agreement at the sale, your wages may be reduced by the price of the equipment. Such wage withholding shall not be allowed to drop your wages below minimum wage. Other possible deductions could include – installment payments on loans or wage advancements; repayment of overpayment of wages; garnishments and administrative fees associated; insurance premiums. Link will abide by all applicable federal and state wage and hour laws.

## BENEFITS

### FIELD STAFF SAFETY BONUS PROGRAM

The Field Staff Safety Bonus Program provisions herein supersede what was formerly known as and referred to in the orientation video as the Field Staff Benefit Program. Under the Field Staff Safety Bonus Program, Link Field Staff employees are eligible for a bonus in an amount equal to 12 hours of base pay each calendar quarter in which all of the following criteria are met:

- Completing a minimum of 416 hours (*52 days @ 8 hrs. /day*) of work within a calendar quarter;
- Positive safety behaviors displayed on assignment;
- Meeting the requirements of Link's Safety Program by watching a minimum of two safety training videos per calendar quarter and passing the accompanying exam by 80% or better; and
- Completing every assignment satisfactorily.

Your local office will post available times when employees have the option of watching the safety videos. Employees are responsible for monitoring their work hours each quarter and notifying the local Link representative once all requirements of the Field Staff Safety Bonus Program have been met, which must be confirmed by Link Staffing Services.



**Note:** Not all of the Link offices participate in the Field Staff Safety Bonus Program. (Offices in CA do not participate in the Field Staff Safety Program.) Check with your local Link representative for specifics on any programs offered by your specific Link office.

## HEALTH INSURANCE

Link currently offers ACA (Affordable Care Act) compliant health insurance to all full-time employees as defined by the Affordable Care Act. Link also contributes to part of the employee premium to be ACA compliant. Once you become eligible for benefits, you will receive information from Human Resources on how to enroll in the health insurance.

If you have questions about eligibility or enrollment, please contact the Human Resources Department. Questions about your coverage should be directed to the carrier. This would include any questions regarding the terms of and potential coverage under COBRA (**Consolidated Omnibus Budget Reconciliation Act**) in the event your employment with Link is terminated and you need to make alternate arrangements for premium payments.

Please note that benefit programs are subject to change at any time and may vary by location. Contact your local representative for information about your location and available benefits.

## FAMILY MEDICAL LEAVE ACT (FMLA)

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 sometimes 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, you must: (1) have worked for the Company 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) work at a location where at least 50 employees are employed by the Company within 75 miles, as of the date the leave is requested. In order to have a uniform policy that applies to all offices of the Company, the Company will allow employees to take FMLA leave under this policy if you meet eligibility requirements (1) and (2), even if you do not meet requirement (3). However, such employees have no rights under the FMLA; rather, they only have leave entitlements under the Company’s FMLA policy, which may be amended from time to time. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If you are unsure whether you qualify, you 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 defined below) 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 Service member," as defined below (Military Caregiver Leave).

## Length of Leave

The maximum amount of FMLA Leave will be 12 work weeks in a rolling calendar year when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (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 work weeks 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 the 12-month period measured from the date the employee first 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 work weeks 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 work weeks 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.



## **Status of Your Benefits During FMLA Leave of Absence**

If you are granted an approved leave of absence under this section of our policy, the Company will continue making contributions to your group health benefits during your leave on the same terms as if you had continued to actively work. This means that if you want your benefits coverage to continue during your leave, you must also continue to make the same premium payments that you are now required to make for yourself and your 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 work weeks.

Your length of service as of the leave will remain intact, but accrued benefits, if applicable, such as vacation and sick leave will not accrue while on an unpaid FMLA Leave.

In the event that you elect not to return to work upon completion of an approved unpaid leave of absence, Link may recover from you the cost of any payments advanced to maintain your coverage unless the failure to return to work was for reasons beyond your control. Benefit entitlement based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence.

## **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 less 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 your own serious health condition or the serious health condition of your family member. In some cases, we may require a second or third opinion regarding the injury or illness of a Covered Service Member. You are expected to cooperate with the Company in obtaining additional medical opinions that we may require.



When leave is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact Human Resources prior to scheduling planned medical treatment.

### **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 service member'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 service member'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 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 you fail to return to work at leave's expiration and have not obtained an extension of the leave, the Company may presume that you do not plan to return to work and have voluntarily terminated your employment.

### **Compensation During Leave**

Generally, FMLA Leave is unpaid. However, you may be eligible to receive benefits through state-sponsored programs.

FMLA leave also runs concurrently with any other local or state family/medical leave to which you may be entitled under any local or state law to the extent permitted by law.

### **Job Reinstatement**

Under most circumstances, you will be reinstated to the same position you held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave.

For example, if you would have been laid off if you had not gone on leave or, if your position was eliminated during the leave, then you will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee returning from a Serious Health Condition Leave must submit an acceptable release from a health care provider that they are fit to return to duty.





### **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.

### **Additional Documentation**

You may obtain a copy of the "Employee Rights and Responsibilities" Notice regarding your rights and responsibilities under the FMLA from Human Resources.

You should contact Human Resources with any FMLA questions you 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. You should contact Human Resources for additional information.

## **POLICIES**

### **EQUAL EMPLOYMENT OPPORTUNITY**

Everyone employed at Link and doing business with Link, as well as all persons applying to work at Link are treated with equality in employment and job opportunities. 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 service member status, race, color, religion, sex, pregnancy, age (40 and over), 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.

### **PERSONAL INFORMATION**

Link maintains certain payroll and employment records, which are important to you. If information on your paycheck stub is not correct or accounting problems arise concerning your taxes, benefits, garnishments, or other matters, please contact your local Link office immediately.

You are responsible for making sure that certain payroll information is kept current. Report changes in address, email, phone number where you can be reached (including emergency contact), and W-4 changes (e.g., number of dependents, marital status changes) to Link immediately.



## **EMPLOYMENT FILES AND RECORDS**

Job related and personal information necessary for administration of benefits and/or payroll about each person will be retained in a confidential employment file kept at your local Link office. You have the right to inspect the information contained in your file or records. You will be given access to your file only in the presence of a management official and at your local office or Link Staffing's corporate office, at a time that is mutually convenient. All information, including third-party references, confidential management documents or plans and items related to ongoing security, company or criminal investigations are the property of Link. As such, this information may or may not be shared or viewed at the sole discretion of Link.

The official Link employment files and all original documents will be maintained by your local office. Managers and/or supervisors may retain copies of items necessary for their use and review at their location.

Link reserves the right, however, to verify basic information such as employment status and job title, without notification to the individual involved, and to fully cooperate with law enforcement, public safety, or medical officials who have a valid need to ascertain limited, specific information about any currently or formerly employed individual. When verifying previous employment, Link will share dates of employment, job title and full or part time status.

Individuals who question the accuracy or completeness of information contained in their files should bring such matters to the attention of Human Resources.

## **END OF YOUR ASSIGNMENT**

Please contact Link as soon as you are aware your assignment is ending so that we may begin searching for a new assignment. Our policy states that you must call Link each Thursday and give us your availability for the next week.

## **DRESS CODE**

Dress appropriately for each assignment. The way you look when you arrive at the job site reflects Link's commitment to quality. All leather, non-skid work boots or shoes are preferred for most jobs. Regular pants or jeans with a shirt are usually suitable. Shorts, tank tops or tee shirts with cut-off sleeves are not appropriate. Assignments with Food Processing or Chemical Companies will normally require short or constrained hair and no facial hair.



## RULES OF CONDUCT

The Rules of Conduct define what is and is not appropriate behavior. The following lists **unacceptable** activities. This list is not intended to be all inclusive.

1. Gambling on Link or Client property (unless sanctioned by the Client Company, e.g., a football pool).
2. Smoking in unauthorized areas.
3. Assault on anyone working for or at Link ...a staff member, supervisor, manager, client or vendor doing business with Link.
4. Fighting or attempting to provoke a fight on Link or Client property.
5. Threatening or intimidating anyone working with or at Link.
6. Falsifying any record(s) or documents used in the course of business.
7. Repeated failure to submit one's own time card.
8. Unauthorized removal of any records or documents, or release of confidential information used in the course of business.
9. Misusing or damaging Link or client property or the property of anyone else.
10. Unauthorized operation of equipment.
11. Disregarding safety rules and/or procedures.
12. Failure to report an injury or accident within 24 hours.
13. Creating or contributing to unsanitary conditions by poor housekeeping.
14. Leaving the work area during working hours without permission.
15. Unauthorized absence.
16. Being late to work, appointments or meetings.
17. Insubordination in any form.
18. Do not use client stationery, stamps, postage meters or other supplies for your personal mail. Provide for all of your personal correspondence to be sent to your home address.
19. Link discourages, and your supervisor may deny, personal visits by visitors - persons not working with or in your work area.
20. "Surfing the Net" is not a legitimate business activity and should not be done during business hours or on Company computers.



## **PHONE CALLS**

The use of business phones is limited to official company/client business. Friends and relatives should be discouraged from calling during working hours unless there is an emergency – this includes calling your cell phone. No personal long distance calls may be made on a client phone unless previously authorized by your supervisor, and then only in cases of emergency.

When answering the phone is part of your assignment, good telephone etiquette is important when dealing with the public. Identify yourself and the client where you are working, in a pleasant and helpful voice. Clients may have specific requirements for how they wish their phones to be answered. Please check with your supervisor. Be courteous and confine the conversations to the subject at hand. The first representation that many people have with an office or business is through the telephone. You are encouraged to cultivate a pleasant voice and cheerful manner.

## **CELL PHONE / HAND HELD DEVICE USE WHILE DRIVING POLICY**

Link recognizes that its employees are its most valuable asset, and are the most important contributors to Link's continued growth and success. The use of a cell phone may present a hazard to the driver or to others. Therefore, Link is firmly committed to the safety of our employees. We are committed to providing a safe working environment for all employees.

To further this goal, Link has developed a Cell Phone/Hand Held Device Use Policy effective immediately.

Employees may not use hand held cell phones for business purposes while driving, or for personal purposes while driving during company time or for company purposes. Texting while driving for business purposes is strictly prohibited. This policy is intended to reduce the potential for accidents or injury where the driver may be distracted by the phone use.

Some credible research reportedly indicates that frequent use of a cell phone without a hands-free device causes or contributes to certain illnesses. Therefore, it is Link's company policy when using a cell phone, you use a cell phone only with a non-transmitting hands-free device; i.e., a device that is wired or which uses a remote speaker rather than a wireless device attached to or inserted in one's ear.

Employees must also comply with applicable federal, state, local or foreign laws or ordinances regarding the use of cell phones while driving if prohibited by such laws.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination of employment.



## **ELECTRONIC COMMUNICATIONS**

You are responsible for appropriate use of client-provided communication systems, including electronic mail (E-mail), Dashboard and Internet access, telephones, voice mail, faxes, beepers, etc. in accordance with this policy.

Important points to remember are:

- All systems are the property of our client.
- All systems are provided for use in conducting client business only.
- All communications and information transmitted by, received from, or stored in these systems are client records and property of the client.
- No one has a right of personal privacy in any matter stored in, created, received, or sent over a client's systems.
- Our clients in their sole discretion as owner of the systems, reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent via these systems, for any reason - without notice and without your permission.
- All information, regardless of content or the intent of the sender, is a form of corporate correspondence and is subject to the same internal and external regulations, security and scrutiny as any other corporate correspondence.

## **BLOGGING POLICY**

In general, Link respects the right of employees to use blogging as a form of self-expression. However, if you choose to blog while employed with Link you must observe the following:

- Information that is confidential or proprietary to the company or to any third party that has disclosed information to us may not be shared or published.
- Link has certain rights with respect to concepts and developments you produce that are related to our business. To avoid conflicts do not publish a Link related concept or development.
- Links from your site to Link's corporate website is strictly prohibited.
- Link Staffing Services has registered marks that must be legally protected. As such, you may not use Links name or any form of Link's name on your blog site.
- We maintain many contracts with our clients, most of which contain confidentiality clauses. To protect our clients and our own corporate integrity, you may not mention clients by name on your site.

In an effort to maintain our integrity to our clients and to ensure compliance with regulations, Link reserves the right to request that you terminate or temporarily suspend your website or web log activity while employed with Link.

Failure to adhere to this policy may result in immediate termination.



## **INAPPROPRIATE USE OF THE COMMUNICATION SYSTEMS**

Link's policies against sexual or other forms of harassment or discrimination apply fully to all the systems; any violation of those policies is grounds for discipline up to and including termination. Therefore, no messages should be created, sent or received on any of these systems if they contain intimidating, hostile or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law.

Everyone is responsible for maintaining the security and confidentiality of information on the communication systems.

## **CONCEALED AND NON-CONCEALED HANDGUN/WEAPONS**

Link intends to provide a safe and secure workplace for you, our field staff, applicants, clients, clients of clients, visitors, and others with whom we do business. While the Company recognizes an individual's right to lawfully own firearms, it does not believe they are appropriate in the workplace. Employees are prohibited from personally carrying (or assisting others in carrying) a firearm or ammunition into but not limited: 1) into any building or work area on Company property; 2) into any clients building; or 3) into any Company owned or leased vehicle and equipment, whether leased or owned by Link or its clients.

An employee may have a legally-possessed firearm or ammunition in his/her personal vehicle on Company property, but only if the firearm or ammunition is stored 1) out of plain sight; and 2) the vehicle is locked. Any employee who violates these rules will be subject to immediate termination. To enforce this guideline, Link reserves the right to inspection of anyone employed at Link and their personal effects with or without cause, including personal vehicles while on company premises. Employees will be given notice before a search is conducted, however, refusal to cooperate in a search, inspection, or investigation will result in a disciplinary action up to and including termination.

Everyone within the company shares the responsibility of identifying violators of this guideline. If you witness or suspect another individual of violating this guideline you should immediately report this information to your supervisor.

## **FIELD STAFF THEFT, FRAUD OR FORGERY**

Link does not tolerate ANY form of theft. This includes but is not limited to:

- Taking ownership of property that is not yours.
- Reporting hours other than what you actually worked.
- Forging a signature on your time sheet.
- Representing yourself as anyone other than your legal identity.
- Accepting wages that are not rightfully yours
- Falsifying a wage document.



It is our policy to contact the local police in any event of theft, fraud or forgery to press criminal charges. Link reserves the right, at our sole discretion to allow field staff to make restitution and avoid criminal prosecution. However, in the event restitution is agreed and the field staff does not **fully** repay that which is owed, Link will follow with criminal charges.

**Link offers a \$1000 reward** to any employee providing information that leads to a conviction or overturn of act of fraud. This includes information on theft, employee dishonesty or any form of insurance fraud.

## **SUBSTANCE ABUSE POLICY**

### **I. Basis of the Policy**

Link Staffing Services, Inc. (“the Company”) is committed to protecting the safety, health, and well-being of its employees, clients, and all people who come into contact with its employees, workplaces, and property, and/or use its services. The Company recognizes that drug and alcohol abuse pose a direct and significant threat to this goal, and to the goal of a productive and efficient working environment in which all employees have an opportunity to reach their full potential. The Company therefore is committed to ensuring a substance-abuse-free working environment for all of its employees, and underscores that commitment through implementation and enforcement of this Substance-Abuse-Prevention Policy (“Policy”).

### **II. Scope and Applicability**

This Policy applies to all employees, including all management employees, and – as appropriate and relevant – to all job applicants.

### **III. Drug and Alcohol Prohibitions**

#### **(A) Drug Abuse**

Link strictly prohibits the possession, use, sale, attempted sale, purchase, attempted purchase, conveyance, distribution, transfer, dispensation, cultivation, and/or manufacture of illicit drugs or other intoxicants at any time, and in any amount or any manner – as well as the abuse/misuse of alcohol and prescription drugs.

“Illicit drugs” includes all drugs, narcotics, and intoxicants for which possession or misuse is illegal under federal law, and includes prescription medications for which the individual does not have a valid prescription. The deliberate use of prescription medications and/or over-the-counter drugs in a manner inconsistent with dosing directions, and in a manner which may result in impairment, is considered illicit drug use. In addition, the use of chemical intoxicants for other than a legitimate and therapeutic purpose is considered illicit drug use.



## **(B) Alcohol Abuse and Misuse**

Link recognizes the enormity and severity of the alcohol-abuse problem in American society and in American workplaces. The Company therefore prohibits the abuse, misuse, or possession of alcohol while working, present on the Company's premises (defined as all buildings, facilities, and property – including parking areas – owned or leased by the Company, and all places where the Company conducts business, including client facilities), or representing the Company at any time and in any way.

The Company also prohibits the use of alcohol, or the possession of opened containers of alcohol, by employees operating Company-provided vehicles, or operating any other vehicle while on Company business. Moreover, the use or abuse of alcohol off-the-job which could impair, to any extent, performance on-the-job, will be considered a violation of this Policy.

Notwithstanding the foregoing, the Company's executives may occasionally authorize alcoholic beverages at approved Company functions at designated sites. In those situations, an employee may consume a moderate amount of alcohol, provided that the employee's conduct and demeanor remain business-like and professional at all times, and provided further that the employee does not thereafter drive or otherwise engage in any activity which could be hazardous if the alcohol consumed impaired or affected the employee's ability to perform those activities, and does not otherwise engage in conduct which would reflect detrimentally on the Company.

## **(C) Use of Prescription Medications**

Employees who use prescription and/or over-the-counter medications – that the employee or his or her health-care provider believes may impair the employee's ability to perform his or her job responsibilities safely – are responsible for notifying their immediate supervisor or the Human Resources Department so that steps can be taken to minimize the safety risks posed by such use. Employees may be asked to obtain a doctor's certification that the employee can safely perform the responsibilities of his or her position. Any information the Company may learn about an employee's health or medicines will be treated as confidential, and will be shared with Company personnel only on a need-to-know basis.

## **IV. Discipline**

Employees in violation of this Policy will be subject to disciplinary action, up to and including termination, including for a first offense. Employees who are drug tested, and whose drug tests are confirmed positive, will have their employment with the Company terminated. Job applicants who test positive will be denied employment. In circumstances which warrant it, the Company also will notify law enforcement, and will fully cooperate with any resulting investigation and prosecution.





## **V. Employee Assistance**

The Company strongly encourages employees who believe that they have a problem with alcohol or drugs – legal or illegal – to seek assistance *before* a violation of this Policy is found. For those employees who self-identify a substance-abuse problem to the Company, sources of help may be provided. The employee would be referred for a medical assessment, possible counseling and rehabilitation, and possible re-testing during and after rehabilitation, and would – at the Company’s sole discretion – be subject to continued employment.

## **VI. Drug and Alcohol Testing**

### **(A) Job Applicants**

All job applicants must take and pass a mandatory drug test as soon as practical following their acceptance of a conditional offer of employment, and prior to the actual time they commence employment with the Company (where applicable by law). A confirmed positive test will result in the withdrawal of an offer of employment. A job applicant’s refusal to submit to testing, failure to fully cooperate in the testing process, and/or attempt to tamper with, substitute for, adulterate, dilute, or otherwise falsify a test sample will be considered a withdrawal from the application process, and will result in denial of employment.

### **(B) Employees**

Employees may be subject to drug and/or alcohol testing as a condition of continued employment as directed by the Company or its Clients, at its sole discretion. This includes, but is not limited to, drug and/or alcohol testing: (1) on a for-cause basis; (2) as part of a post-incident investigation; (3) during and post-rehabilitation, including return-to-duty testing; (4) on a universal, neutral random-selection basis; (5) as contractually required by the government or clients and/or (6) as otherwise deemed necessary and appropriate by the Company. An employee's refusal to submit to testing; failure to fully cooperate in the testing process; attempt to tamper with, substitute for, adulterate, dilute, or otherwise falsify a test sample; and/or any other conduct which would intentionally prevent or compromise a valid test result will be considered insubordination and will result in termination of employment.

## **VII. Consequences of a Positive Test**

Any employee whose drug test is positive will be considered to be in violation of this Policy, and *will* have his or her employment terminated. An employee whose alcohol test is positive will be considered to be in violation of this Policy, and will be subject to adverse employment action, up to and including termination of employment.



## **VIII. Searches**

When Link has any reason to believe that an employee is violating any aspect of this Policy, he or she may be asked by the Company to submit immediately to a search or inspection. Such a search or inspection can be required at any time (including during breaks and meal periods) while on Company premises, representing the Company, or at worksites where the Company conducts operations.

This includes a search of an employee's person and/or the requirement that the employee make his or her desk, work station, storage locker, briefcase, purse, pockets, wallet, personal belongings, vehicles, accommodations, and/or any other property that he or she uses, has access to, and/or has control of, available for inspection.

Any property provided by the Company, or its customers, to an employee is provided with only a temporary license of use and/or access, and then only relative to the appropriate performance of the employee's work responsibilities. Such license is specifically subject to the condition that the employee must, on request, grant access to the property for inspection and search. The Company reserves and retains the right to remove any lock or other device securing the property, as necessary and/or appropriate.

Entry on to the Company's premises or worksites constitutes a consent to searches and inspections.

An employee's refusal to consent to a search or inspection when requested by Link Staffing Services constitutes a violation of this Policy and – as with other violations of this Policy – is grounds for adverse employment action, up to and including termination of employment.

## **IX. General Responsibility**

Substance-abuse prevention is everyone's responsibility. The Company expects all of its employees to recognize and accept this responsibility, and to do their part in assuring that – working together – we can achieve and maintain a substance-abuse-free working environment for all Link employees.

## **HARASSMENT POLICY**

Link will not tolerate harassment in the workplace, sexual or non-sexual. 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 service member status, race, color, religion, sex, pregnancy, age (40 and over), national origin or ancestry, physical or mental disability, genetic information or any other consideration protected by federal, state or local law. All such harassment is prohibited. **Violation of this policy may result in disciplinary action up to and including termination.**



Our anti-harassment policy applies to all persons involved in our operations and prohibits harassing conduct by any employee of Link. This policy also protects employees from prohibited harassment by third parties, such as vendors, customers, independent contractors, contract labor personnel, visitors, and/or temporary or seasonal workers. If such harassment occurs on the job, the procedures in this policy should be followed.

**Sexual harassment prohibited by law and by this policy includes the following conduct:**

- Unwelcome verbal or physical conduct of a sexual nature when submission to the conduct is made either an implicit term or condition of employment (such as promotion, training, overtime, etc); or
- Unwelcome verbal or physical conduct of a sexual nature when submission to or rejection of the conduct is used as a basis for making employment decisions; or
- Unwelcome verbal or physical conduct of a sexual nature when submission to the conduct has the purpose or effect of substantially interfering with an individual's work performance, creating an intimidating, hostile, or offensive work 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**

Prohibited harassment on the basis of any legally protected classification, including, but not limited to: veteran status, uniformed service member status, race, color, religion, sex, pregnancy, age (40 and over), 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, includes behavior similar to the illustrations above pertaining to sexual harassment.



**Non-sexual Harassment prohibited by law and by this policy includes the following conduct:**

- Unwelcome verbal or physical non-sexual conduct that degrades or shows hostility towards a person regardless of his or her gender when the conduct has the purpose or effect of substantially interfering with an individual's work performance, or creating an intimidating, hostile, or offensive work environment.
- 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.

## **PROCEDURES ON HARASSMENT POLICY**

### **Field Staff**

- A field staff who believes he or she has been subjected to harassment by anyone is strongly encouraged, but not required, to promptly tell the person that the conduct is unwelcome and as the person to stop the conduct. A person who receives such a request must immediately comply with it and must not retaliate against the employee for rejecting the conduct.
- The employee who believes that he or she has been subjected to prohibited harassment, discrimination or retaliation by a co-worker, supervisor, vendors, customers, independent contractors, contract labor personnel, visitors, and/or temporary or seasonal workers, 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. If the employee feels uncomfortable discussing the complaint with the immediate supervisor for any reason, the employee should immediately provide a written or verbal report to Human Resources or any member of the Executive Management group.
- Ultimately, complaints of harassment will be brought to the attention of one of the following: 1) Branch Manager/ Franchisee 2) Human Resource Department.

### **Management / Supervisors**

After receiving an employee's complaint of sexual harassment, the manager/supervisor will immediately contact the Human Resources Department. If a manager/supervisor has not received a complaint but suspects that conduct might constitute harassment, discrimination or retaliation, they must immediately contact the Human Resources Department, regardless of how the manager/supervisor became aware of the conduct.



## **INVESTIGATION AND RESOLUTION**

After notification of the employee's complaint, an investigation by one or more of the above listed officials will immediately be initiated to gather all the facts about the complaint. Employee interviews may be required.

After the investigation has been completed, management will make a determination regarding the resolution of the case. If warranted, disciplinary action up to and including termination will be imposed. Other appropriate action will be taken to correct problems caused by the harassing conduct.

All complaints will be handled as confidentially as possible.

## **RETALIATION**

Retaliation is prohibited against any person by another employee or by Link 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.

An employee should immediately provide a written or verbal report to his or her supervisor, Human Resources, or any member of the Executive Management group. 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.

## **CONFIDENTIALITY POLICY**

During the course of your assignments, you may be exposed to various Link trade secrets and or those of our clients. In consideration of your employment with Link you agree to treat all information that you have access to as confidential. That means that:

- You will not make copies of any documents except as may be specifically authorized.
- All information will be used for the purposed specifically intended and for the betterment of the client and Link.
- Absent specific authorization from the Client and Link you will not remove any confidential materials from the site.
- Clients are granted specific exclusivity to my work product, including all patents, trade secrets, copyrights or other proprietary right protection, renewal and extensions that may stem from my work at that client.

Violation of this policy may result in termination and or remedies available at law. This agreement will survive termination of my assignment with the Client and or Link.



## **FAIR CREDIT REPORTING ACT**

As part of our hiring process and in some cases on special request of our clients, Link will procure a consumer report and/or investigative consumer report (most commonly referred to as a background check) on you in connection with your employment application or assignment for a particular client (where applicable by law).

The report will contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The types of information that may be obtained include but are not limited to: credit reports, social security number verification, criminal records, public court records, driving records, educational records, verification of employment positions held, personal and professional references, licensing and certification checks, etc. The information contained in the report will be obtained from private and public record sources, including, as appropriate, personal interviews with sources, such as neighbors, friends and associates. All results will be proprietary and confidential, and will not be provided to any parties other than the company or its legal representatives.

The nature and scope of any investigative consumer reports that may be requested is explained above. You are nonetheless entitled to request more information about the nature and scope of such reports. Link utilizes a consumer reporting agency to obtain this information. You may request their contact information from your Link office.

If an adverse employment action is taken as a result of this report, you are entitled to a copy of the report.

## **INJURY AND ILLNESS PREVENTION PROGRAM**

The health and safety of each employee is a major responsibility. ALL employees share in this obligation. We sincerely believe our employees and their families should be spared any pain, distress and financial hardship, which may result from accidents. The only way we can achieve this is to have you join us in a common goal of eliminating ALL accidents in the workplace. For the full details of Link's safety programs and policies, please see Link Staffing Services Safety Manual.

## **LINK POLICIES AND PROCEDURES**

The following is additional policies and procedures that you agreed to when you signed the Field Staff Agreement and completed your application or when you took Link's computerized pre-employment evaluation. We are providing it here as a courtesy so that you may be able to reference expectations of you while employed with Link. See your local Link representative if you need a copy of the Field Staff Agreement.

- I understand that my employment will not be for a fixed period of time and may be terminated by Link at any time, with or without notice, with or without cause.
- I understand that I may be required to work on a wide variety of job assignments. I understand that those assignments may vary in hourly pay, both up and down, location,



hours and duties. With this understanding, I agree to accept job assignments, for which I am qualified, as they become available, regardless of the pay rate.

- I understand and agree that I am expected to complete all job assignments I accept unless excused by Link. If I fail to complete an assignment without being excused, Link can assume I have voluntarily quit.
- If for some unexpected reason, such as an emergency or illness, I cannot make it to work or will be late, I will contact Link as soon as possible so Link can call the client, advise of my situation, and find a replacement for me should the client so request. My failure to notify Link in the above situations may be grounds for dismissal or indicate that I have quit.
- I understand Link will not recognize or pay for any hours worked by an employee in the absence of an individual time ticket signed by both the client and the employee or an electronic substitute.
- I have read the field staff employee job description and understand the duties and qualifications of the job I am applying for. I can perform the essential functions of the job description.
- I understand that I must provide my own transportation to get to and from assigned job timely. I must have a working home or cell telephone.
- I agree to request information concerning any questions I have on safety or potential hazards in my work area from my supervisor.
- I understand and agree that failure to return loaned safety equipment will result in charges, as posted, being made to my payroll check.
- If I am reporting to the Link office daily, for my assignment and repeats, I understand I must be in the office 1 hour prior to the starting time. My failure to report to Link and log in will indicate that I have quit. Link may replace me on any assignment where I have not followed the above policy.
- I agree to report to Link at the completion of each job assignment and understand that failure to do so, or to accept my next job assignment, will indicate that I have voluntarily quit Link. Additionally, if I do not adhere to Link's policy regarding notification of availability for assignment, I understand that the EMPLOYMENT COMMISSION may deny my claim for unemployment benefits.
- I understand I will not earn wages except when I perform actual work on assignments I am given and actual rendering services on the job site. I may or may not be paid for travel time to and from jobs or time I wait before beginning a job. I may, on a purely voluntary basis and when the opportunity arises, interview on an unpaid basis with one or more of Link's clients for prospective assignments.
- I understand and authorize Link Franchisee and/or Link Office to share medical information that is job related and consistent with business necessity.



## AGREEMENT NOT TO SUE / AUTHORIZATION & CONSENT

*The following "Agreement Not to Sue/Authorization & Consent" is taken from the electronic agreement you signed when you completed the application process.*

In consideration of my employment with Link, or any parent, subsidiary, or affiliated company (hereinafter referred to collectively as " Link ") and other valuable consideration, I agree as follows:

1. I shall not sue any of Link's clients including the specific clients to whom I am assigned to work (hereafter referred to collectively as "THIRD-PARTY") in connection with any personal injury, disease, loss or property damage (hereafter referred to as "injury") that I may suffer in connection with my employment.
2. I understand that this Agreement Not to Sue covers all claims of any nature to the maximum extent permitted by law that I may have against any THIRD-PARTY, whether based in contract, tort, statutory law, common law, or administrative law.
3. **I EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT NOT TO SUE COVERS CLAIMS ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OR FAULT OF ANY THIRD-PARTY.**
4. I understand that my sole and exclusive remedy against Link or THIRD-PARTY for any injury that I may suffer in connection with my employment by Link shall be the remedies and benefits under the applicable state workers' compensation law, which is provided through Link 's worker's compensation insurance carrier. I acknowledge and agree that I am waiving and releasing any claim to further compensation from Link or THIRD-PARTY other than the benefits provided under the applicable state worker's compensation law for any injury that I may suffer in connection with my employment by Link.
5. I understand that this Agreement Not to Sue does not limit my rights under the applicable state worker's compensation laws. This Agreement Not to Sue does not limit my legal right to file for workers' compensation benefits in the event that I suffer an injury in the course and scope of my employment with Link.
6. **I AGREE THAT EACH PROVISION OF THIS AGREEMENT NOT TO SUE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE FEDERAL AND STATE LAW TO THE FULLEST EXTENT POSSIBLE. I FURTHER AGREE THAT THIS AGREEMENT NOT TO SUE SHALL BE INTERPRETED AND APPLIED IN THE MOST FAVORABLE WAY POSSIBLE FOR THE BENEFIT OF LINK OR THIRD PARTY.** If any provision of this Agreement Not to Sue shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement Not to Sue.
7. I agree that Link or THIRD PARTY may enforce this Agreement Not to Sue.





8. I agree that this Agreement Not to Sue shall remain in full force and effect during the entire duration of my employment with Link regardless of where I may be assigned to work from time to time.
9. I have entered into this Agreement Not to Sue knowingly and voluntarily with full knowledge of its consequences.

## **MEDIATION AND ARBITRATION POLICY**

Link and our client companies (hereinafter referred to as "Company") recognize and acknowledge that mediation and arbitration are an expedient and efficient means to resolve claims that present and former employees may have against the Company. The Company's Mediation and Arbitration Policy is intended to create an exclusive procedural mechanism for the final resolution of certain types of disputes that any Employee may have against the Company. The Mediation and Arbitration Policy is not intended either to abridge or to enlarge substantive rights available under existing law. Furthermore, the Mediation and Arbitration Policy does not alter the right to terminate the Employee pursuant to the terms of the employment agreement between the parties. The Mediation and Arbitration Policy covers all categories of present and former employees. If you would like further information on this policy, please ask a member of your Link office staff.

## **AVAILABLE ASSISTANCE**

Your Link office staff are always available to help you with your employment related questions. Our goal is to help facilitate great working relationships and informed decision-making processes.