

# Seasonal Employee Handbook

**Carolinas Total Staffing Solutions, Inc.**



## EMPLOYEE HANDBOOK

### Legal Disclaimer

#### **For Employers Only**

*The materials in this Handbook are intended to provide a general reference or resource only. The matrix of federal, state, and local laws governing employment are too complex to create a “one size fits all” Handbook. These materials are not to be construed as providing legal, accounting, or any other professional service or advice. We strongly advise that you work with experienced legal counsel to develop and implement your own Handbook, and before adapting any part of this Handbook for use in your company or organization.*

*Companies operating in more than one state, and even in more than one city in the same state, need to be especially careful because applicable law, particularly in the employment discrimination area, can vary significantly from state to state and even from city to city.*

***It is necessary to update your company policies from time to time to reflect changes in the workforce, employment trends, economic conditions, and state, federal and local legislation. Laws change and, as a result, the Handbook may not be in compliance with current rules and regulations. In addition, your state and/or municipality may have additional or different laws and regulations not contemplated by a particular policy.***

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**ACKNOWLEDGEMENT OF RECEIPT OF CAROLINAS TOTAL STAFFING SOLUTIONS EMPLOYEE HANDBOOK**

I acknowledge that I have received a copy of the Carolinas Total Staffing Solutions. Employee Handbook (“Handbook”). I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as other policies and procedures of the Company.

I also understand that the purpose of this Handbook is to inform me of the Company’s policies and procedures, and it is not a contract of employment. Nothing in this Handbook provides any entitlement to me or to any Company employee, nor is it intended to create contractual obligations of any kind. I understand that the Company has the right to change any provision of this Handbook at any time and that I will be bound by any such changes.

I expressly agree to the provisions of Part 7, Dispute Resolution, of the Handbook, in which I have agreed to use alternative dispute resolution, in lieu of litigation, as the sole means of resolving any dispute that may arise between the Company and me, subject to the Company’s right to seek injunctive relief. I understand that by agreeing to arbitration I waive any right I may have to sue or seek a jury trial. The decision of the arbitrator will be final and binding.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Full Name (please print)*

Please sign and date one copy of this acknowledgement and return it to Human Resources Department. Retain a second copy for your reference.

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## Welcome Memo from The CEO

It is our privilege to welcome you to Carolinas Total Staffing Solutions, Inc. We wish you every success in your new job, and we hope that you quickly feel at home. This Handbook was developed to describe some of the expectations we have for all of our employees and what you can expect from us. We hope that your experience here will be challenging, enjoyable, and rewarding. Again,

Welcome!

A handwritten signature in black ink that reads "Karen Morales".

Karen Lynette Morales  
CEO-President of Sales and Operations

## EMPLOYEE HANDBOOK

### **Introduction**

This Employee Handbook (“Handbook”) is a compilation of personnel policies, practices and procedures currently in effect at Carolinas Total Staffing Solutions. Hereinafter referred to as CTSS (“Company”)

The Handbook is designed to introduce you to our Company, familiarize you with Company policies, provide general guidelines on work rules, benefits and other issues related to your employment, and help answer many of the questions that may arise in connection with your employment.

This Employee Handbook is not a contract.

Like most American companies, CTSS, generally does not offer individual employees formal employment contracts with the Company. This Handbook does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period of time. The purpose of the Handbook is simply to provide you with a convenient explanation of present policies and practices at the Company. This Handbook is an overview or a guideline. It cannot cover every matter that might arise in the workplace. For this reason, specific questions regarding the applicability of a particular policy or practice should be addressed to the Human Resources Department.

The Company reserves the right to modify any of our policies and procedures, including those covered in this Handbook, at any time. We will seek to notify you of such changes by email and other appropriate means. However, such a notice is not required for changes to be effective.

## **General Employment Policies and Practices**

### **Equal Employment Opportunity**

The Company is an equal opportunity employer. We will extend equal opportunity to all individuals without regard to race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws. Our policy reflects and affirms the Company's commitment to the principles of fair employment and the elimination of all discriminatory practices. Details of our equal employment opportunity policies are further explained in Anti-Discrimination & Harassment below.

### **Your Employment Relationship with the Company**

Like most American companies, CTSS. generally does not offer individual employees a formal employment contract with the Company. Employment is "at will," meaning that you or the Company may end your employment at any time for any lawful reason.

**This Employee Handbook is not a contract.** It does not create any agreement, express or implied, guaranteeing you any specific terms or conditions of employment. Nothing contained in this Handbook should be construed as creating a contract guaranteeing employment for any specific duration, nor does the Handbook obligate you to continue your employment for a specific period of time. Unless you have entered into an employment agreement that supersedes this document, either you or the Company may terminate the employment relationship at any time.

The Handbook does not guarantee any prescribed process for discipline and discharge.

No manager or other representative of the Company, other than the President, has the authority to enter into any agreement guaranteeing employment for any specific period. No such agreement shall be enforceable unless it is in writing and signed by the President and the employee.

## **Recruitment and Hiring**

The Company's primary goal when recruiting new employees is to fill vacancies with persons who have the best available skills, abilities or experience needed to perform the work. Decisions regarding the recruitment, selection and placement of employees are made on the basis of job-related criteria.

When positions become available, qualified current employees are encouraged and are welcome to apply for the position. As openings occur, notices relating general information about the position are posted. The manager of the department with the opening will arrange interviews with employees who apply.

We encourage current employees to recruit new talent for our Company.

## **Employment Classifications**

The following terms will be used to describe employment classifications and status:

### **Exempt Employees**

Exempt employees are not subject to the overtime pay provisions of the federal Fair Labor Standards Act (FLSA). An exempt employee is one whose specific job duties and salary meet all of the requirements of the U.S. Department of Labor's regulations. In general, an exempt employee is one who is paid on a salary basis at not less than \$455 per week who holds an administrative, professional, or management position. Certain outside sales persons and a few other job categories are also exempt.

### **Non-Exempt Employees**

Salaried employees who are not administrative, professional, or managerial employees (as defined by the U.S. Department of Labor) and many hourly employees are generally not exempt from the FLSA's overtime provisions.

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### **Full-Time Employee**

Full-time employees are those who are regularly scheduled to work at least 40 hours per week that are not hired on a temporary basis. (not applicable for Seasonal Employees or Subcontractors)

### **Part-Time Employee**

Part-time employees are those who are regularly scheduled to work fewer than 40 hours per week that are not hired on a temporary basis (not applicable for Seasonal Employees or Subcontractors).

Part-time employees are not eligible for Company paid benefits, with the exception of the 401(k) plan, except as required by law. Any employee who works 1,000 hours per year or more may participate in the 401(k) plan.

### **Temporary Employee**

Employees hired for an interim period of time, usually to fill in for vacations, leaves of absence, or projects of a limited duration. Temporary employees are eligible for specific benefits. (see benefits packet)

### **Orientation and Training**

To help you become familiar with the Company and our way of doing things, the Company will provide an orientation and training session within the first few days after you begin work. Some of the content of the session will depend in large part on the nature of your responsibilities, while other parts will be applicable to all employees. In addition, the Company may periodically offer additional training or educational programs. Some programs may be voluntary, while others will be required.

### **Immigration Law Applicable to All Employees**

The Company complies with the Immigration Reform and Control Act of 1986 by employing only U.S. citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of work to provide original documents

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verifying the right to work in the United States and to sign a verification form required by federal law (Form I-9). If you cannot verify your right to work in the United States within three (3) days of hire, the Company is required by law to terminate your employment.

### **Hours of Work**

The workweek is generally from Monday through Friday, during high seasons Saturday and Sundays may be required and Mandatory with normal operating hours from 6:00 AM to 3:00 PM, with a reasonable break time for lunch.

### **Overtime Hours**

Because of the nature of our business, your job may periodically require overtime work. If the Company requires that you work overtime, we will give you as much advance notice as possible. You should not work overtime hours without prior approval by your immediate supervisor or the designated manager.

### **Attendance and Punctuality**

Because of the nature of our business, your job may periodically require overtime work. If the Company requires that you work overtime, we will give you as much advance notice as possible. You should not work overtime hours or hours beyond your schedule without prior approval by your immediate supervisor or the designated manager. It is important for you to report to work on time and to avoid unnecessary absences.

The Company recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action up to and including discharge. Excessive absenteeism or frequent tardiness puts an unnecessary strain on your co-workers and can have a negative impact on the success of the Company.

You are expected to report to work when scheduled. Whenever you know in advance that you are going to be absent, you should notify your immediate supervisor or the designated manager. If your absence is unexpected, you should attempt to reach your

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immediate supervisor as soon as possible, but in no event later than one hour before you are due at work. In the event your immediate supervisor is unavailable, you must speak with a manager. If you must leave a voicemail, you must provide a number where your supervisor may reach you if need be.

You are expected to be at your workstation at the beginning of each business day. If you are delayed, you must call your immediate supervisor to state the reason for the delay. As with absences, you must make every effort to speak directly with a manager. Regular delays in reporting to work will result in disciplinary action up to and including discharge.

### **Inclement Weather**

The Company is open for business unless there is a government-declared state of emergency or unless you are advised otherwise by your supervisor. There may be times when we will delay opening, and on rare occasions, we may have to close. Use common sense and your best judgment when traveling to work in inclement weather.

In the event that the Company's facilities are closed by the Company or the government, employees will be paid for the day. If the Company's facilities are open and you are delayed getting to work or cannot get to work at all because of inclement weather, the absence will be charged to (1) paid time off (PTO) or (2) unpaid time off, in that order. You should always use your judgment about your own safety in getting to work.

When severe weather develops or is anticipated to develop during the day and a decision is made by the Company to close before 5:00 pm, you will be compensated as if you had worked to the end of your regularly scheduled hours for that day. If you elect to leave prior to the time the Company closes, you will be required to use paid time off (PTO) in an amount equal to the number of hours between the time you left and the time the office closed.

## **Dress Code and Public Image**

The current Company dress code is casual attire. Generally, clean, neat clothing is acceptable. However, torn jeans or other torn clothing and tee shirts with inappropriate verbiage or pictures are not appropriate casual attire. On-site managers must adhere to the dress code observed by their specific client. As always, please use common sense in your choice of business attire.

It is the intent of this policy to comply with applicable state, local and federal laws prohibiting discrimination on the basis of color, race, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information and any other status protected under such laws.

## **Work Space**

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the CTSS, Inc.'s overall dedication to providing quality service to its clients. On-site supervisors also have the responsibility of being in the presence of our client on a daily basis, the reflection of this work space is especially important as it is monitored by our client and is a reflection of their workspace as well. Therefore, your workspace should be clean, organized and free of items not required to perform your job.

## **Office Equipment**

Certain equipment is assigned to staff depending on the needs of the job, such as a calculator, personal computer, printer and access to our central computers and servers. This equipment is the property of the Company and cannot be removed from the office without prior approval from your supervisor. It is expected that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnose the problem and take corrective action.

## **Personnel Records**

It is important that the Company maintain accurate personnel records at all times. You are responsible for notifying your immediate supervisor or the Human Resources Department of any change in name, home address, telephone number, marital status, number of dependents, immigration status, or any other pertinent information. By promptly notifying the Company of such changes, you will avoid compromise of your benefit eligibility, the return of W-2 forms, or similar inconvenience.

## **Performance Reviews, Salary Reviews**

An employee's first performance review will take place 3 months of employment with the Company. Thereafter, performance reviews will normally be conducted every annually. All performance reviews will be completed in writing by your supervisor or manager on the form designated by the Company, and reviewed during a conference with you. Factors considered in your review include the quality of your job performance, your attendance, meeting the requirements of your job description, dependability, attitude, cooperation, compliance with Company employment policies, any disciplinary actions, and year-to-year improvement in overall performance. Compensation increases are given by the Company at its discretion in consideration of various factors, including your performance review.

## **Internet Access**

Access to the Internet is given principally for work-related activities or approved educational / training activities. Incidental and occasional personal use and study use is permitted. This privilege should not be abused and must not affect the employee's performance of employment-related activities

## **Right to Monitor**

The Company email and Internet system is at all times the property of the Company. By accessing the Internet, Intranet and electronic mail services through facilities provided by the Company, you acknowledge that the Company (by itself or through its Internet

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Service Provider) may from time to time monitor, log and gather statistics on employee Internet activity and may examine all individual connections and communications. Please note that the Company uses email filters to block spam and computer viruses. These filters may from time to time block legitimate email messages.

### **Responsibilities and Obligations**

Employees may not access, download or distribute material that is illegal, or which others may find offensive or objectionable, such as material that is pornographic, discriminatory, harassing, or an incitement to violence.

You must respect and comply with copyright laws and intellectual property rights of both the Company and other parties at all times. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without the prior approval of qualified persons within the Company.

### **Violation of this Policy**

In all circumstances, use of Internet access and email systems must be consistent with the law and Company policies. Violation of this policy is a serious offense and, subject to the requirements of the law, may result in a range of sanctions, from restriction of access to electronic communication facilities to disciplinary action, up to and including termination.

### **Email**

The email system is the property of the Company. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by the Company. You may make limited use of our email system for personal business matters, so long as such use is kept to a minimum and does not interfere with your work.

The Company email system is Company property, and as such, is subject to monitoring.

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System monitoring is done for your protection and the protection of the rights or property of the provider of these services. Please consider this when conducting personal business using Company hardware and software.

Electronic mail is like any other form of Company communication, and may not be used for harassment or other unlawful purposes. Your email account is a Company-provided privilege, and is Company property. Remember that when you send email from the Company domain, you represent the Company whether your message is business-related or personal.

### **Confidentiality of Electronic Mail**

As noted above, electronic mail is subject at all times to monitoring, and the release of specific information is subject to applicable laws and Company rules, policies and procedures on confidentiality. Existing rules, policies and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software.

### **Social Media**

The term “social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication. The same principles and guidelines found in the Company rules, policies and procedures apply to an employee’s social media activities online.

Any conduct that adversely affects an employee’s job performance or the performance of fellow employees, or otherwise adversely affects the Company’s legitimate business interests, may result in disciplinary action, up to and including termination. Similarly, inappropriate postings, including but not limited to discriminatory remarks, harassment and threats of violence or similar inappropriate or unlawful conduct will not be tolerated

and may result in disciplinary action, up to and including termination. However, this restriction will not apply to any postings made in the exercise of any rights granted to an employee by federal law.

### **Employee Privacy**

In this age of the Internet where privacy has become an increasing concern, we take your privacy very seriously. The privacy and security of your personal data (the “Personal Information”) which we collect from you is important to us. It is equally important that you understand how we handle this data. The Company will not knowingly collect or use Personal Information in any manner not consistent with this policy, as it may be amended from time to time, and applicable laws.

### **Collection of Information**

In the course of conducting our business and complying with federal, state, and local government regulations governing such matters as employment, tax, insurance, etc., we must collect Personal Information from you. The nature of the information collected varies somewhat for each employee, depending on your employment responsibilities, the location of the facility where you work, and other factors. We collect Personal Information from you solely for business purposes, including those related directly to your employment with the Company, and those required by governmental agencies.

### **Use of the Information Collected**

The primary purposes for collection, storage and/or use of your Personal Information include, but are not limited to:

- Human Resources Management. We collect, store, analyze, and share (internally) Personal Information in order to attract, retain, and motivate a highly qualified workforce. This includes recruiting, compensation planning, succession planning, reorganization needs, performance assessment, training, employee benefit administration, compliance with applicable legal requirements, and communication with employees and/or their representatives.

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- **Business Processes and Management.** Personal Information is used to run our business operations including, for example, scheduling work assignments, managing Company assets, reporting and/releasing public data (e.g., annual reports, etc.); and populating employee directories. Information may also be used to comply with government regulation.
- **Safety and Security Management.** We use such Personal Information as appropriate to ensure the safety and protection of employees, assets, resources, and communities.
- **Communication and Identification.** We use your Personal Information to identify you and to communicate with you.

### **Limited Disclosure**

The Company acts to protect your Personal Information and ensure that unauthorized individuals do not have access to such information by using security measures to protect Personal Information. We will not knowingly disclose, sell, or otherwise distribute your Personal Information to any third party without your knowledge and, where appropriate, your express written permission, except where disclosure is reasonably necessary to comply with the law.

### **Security of Personal Information**

We employ reasonable security measures and technologies, such as password protection, encryption, physical locks, etc., to protect the confidentiality of your Personal Information. Only authorized employees have access to Personal Information. If you are an employee with such authorization it is imperative that you take the appropriate safeguards to protect such information. Paper and other hard copy containing Personal Information (or any other confidential information) should be secured in a locked location when not in use. Computers and other access points should be secured when not in use by logging out or locking. Passwords and user IDs should be guarded and not shared. When no longer necessary for business purposes, paper and hard copies should be immediately destroyed using paper shredders or similar devices. Do not

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leave copies in unsecured locations waiting to be shredded or otherwise destroyed. Do not make or distribute unauthorized copies of documents or other tangible medium containing Personal Information. Electronic files containing Personal Information should only be stored on secure computers and not copied or otherwise shared with unauthorized individuals within or outside of the Company.

The Company will make reasonable efforts to secure Personal Information stored or transmitted electronically from hackers or other persons who are not authorized to access such information.

Any violation or potential violation of this policy should be reported to your immediate supervisor, designated manager, or the Human Resources Department. The failure by any employee to follow these privacy policies may result in discipline up to and including discharge of the employee. Any questions or suggestions regarding this policy may also be directed to your immediate supervisor, designated manager, or the Human Resources Department.

### **Telephones**

Access to the Company telephone system is given principally for work-related activities or approved educational / training activities. Incidental and occasional personal use is permitted. This privilege should not be abused and must not affect the employee's performance of employment-related activities. Telephone usage should be based upon cost-effective practices that support the Company's mission and should comply with applicable rules and regulations.

You should use common sense and your best judgment when making or receiving personal cellular phone calls at work. To the extent possible, employees should make personal cell phone calls during their breaks or lunch times. The use of cameras on cell phones during work hours is prohibited to protect the privacy of the Company as well as of fellow employees. However, this restriction will not apply to any recordings made in the exercise of any rights granted to an employee by federal law.

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The Company telephone system and Company granted cell phones are at all times the property of the Company. By accessing the telephone system through facilities provided by the Company, you acknowledge that the Company has the right to monitor its telephone system from time to time to ensure that employees are using the system for its intended purposes.

The Company prohibits the use of hand-held cellular devices while driving. Employees are strongly encouraged to use a hands-free cellular device while driving, should the use become a necessity in the course of employment. Sending and/or receiving text messages is expressly prohibited while operating any vehicle.

### **Smoking**

In order to provide a safe and comfortable working environment for all employees, smoking is strictly prohibited at all times inside any Company building. Please use designated Smoking Areas, these areas will be pointed out during your Orientation process.

Atlanta Plant – Next to loading dock

Texas North Plant- Outside breakroom on designated Smoking Areas Only

Texas South Plant – Designated Smoking Areas

Hannibal Plant – Outside by the Smoke Shack on designated Smoking Areas Only

Paris Plant- Outside of the Employee Entrance on the West side of the building

Bakersfield Plant – On designated Smoking Areas Only

Rialto Plant- On Designated Smoking Areas Only

Salem Plant – On Designated Smoking Areas Only

Texas Palestine- Outside next to the crusher machine

## **Drug-Free Workplace**

The Company takes seriously the problem of drug and alcohol abuse, and is committed to providing a substance abuse-free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines our ability to operate effectively and efficiently. The Company has adopted a formal policy related to substance abuse. A copy of the complete policy is contained in this Handbook.

## **Substance Abuse**

The Company recognizes alcohol and drug abuse as potential health, safety and security problems. The Company expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment, and violations of the policy may lead to discipline and/or discharge.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution or purchase of illicit drugs, alcohol or other intoxicants, as well as the misuse of prescription drugs on Company premises or at any time and any place during working hours. While we cannot control your behavior off the premises on your own time, we certainly encourage you to behave responsibly and appropriately at all times.

All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Substance abuse is an illness that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. You may inform your immediate supervisor, designated manager, or the Human Resources Department for assistance in seeking help to address substance abuse, who can also help you determine coverage available under the Company's medical insurance plan.

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When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate action by the Company.

Any violator of this substance abuse policy will be subject to disciplinary action up to and including termination of employment.

### **Safety and Accident Rules**

Safety is a joint venture at the Company. Both CTSS and our clients provide a clean, hazard-free, healthy, safe environment in which to work and make every effort to comply with all relevant federal, state and local occupational health and safety laws, including the federal Occupational Safety and Health Act. As an employee, you have a duty to comply with the safety rules of the Company, and you are expected to take an active part in maintaining this hazard-free environment. You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor and use safety equipment where required. Your workspace should be kept neat, clean and orderly. You are required to report any accidents or injuries – including any breaches of safety – and to promptly report any unsafe equipment, working condition, process or procedure to a supervisor. In addition, if you become ill or get hurt while at work, you must notify your manager immediately. Failure to do so may result in a loss of benefits under the state workers' compensation law. On-site managers must enforce all safety protocols with the employees and/or sub-contractors under their supervision.

### **Safety Equipment**

These varies per location. You are required to wear PPE at all time while at work.

Failure to abide by the Company's safety and accident rules may result in disciplinary action, up to and including termination.

## **Workplace Violence Prevention Policy**

As stated above, the Company is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our organization, staff, and clients.

Workplace violence includes any physical assault or act of aggressive behavior occurring where an employee performs any work-related duty in the course of his or her employment including but not limited to an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee; any intentional display of force which would give an employee reason to fear or expect bodily harm; intentional and wrongful physical contact with a person without his or her consent that entails some injury; or stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

Acts of violence by or against any of our employees where any work-related duty is performed will be thoroughly investigated and appropriate action will be taken, including involving law enforcement authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as clients and visitors, following all policies, procedures and practices, and for assisting in maintaining a safe and secure work environment.

## **Promotions and Transfers**

In an effort to match you with the job for which you are most suited and/or to meet the business and operational needs of the Company, you may be transferred from your current job. This may be either at your request or as a result of a decision by the Company.

Reasons for transfer may include, but are not necessarily limited to, fluctuations in department workloads or production flow; a desire for more efficient utilization of

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personnel; increased career opportunities; personality conflicts; health; other personal situations; or other business reasons. Temporary transfers may be made at the discretion of the Company management.

Most job openings that are intended to be filled from within the Company will be posted Email announcements . The management of the Company does reserve the right, however, to transfer or promote an employee without posting the availability of that position.

An employee is eligible to request a transfer and to be considered for a promotion Requests can be made at any time with consideration to each individual situation. . (However, a transfer may take place within the first six (6) months of employment if the management of the Company believes that it is in the best interest of the Company to make an exception to this guideline.) Your eligibility is also dependent, of course, on your having the needed skills, education, experience and other qualifications that are required for the job.

## **Anti-Discrimination & Harassment**

### **Discrimination Is Prohibited**

The Company is an equal opportunity employer and makes all employment decisions without regard to race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation and training. We seek to comply with all applicable federal, state and local laws related to discrimination and will not tolerate the interference with the ability of any of the Company's employees to perform their job duties.

The Company makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of your immediate supervisor, designated manager, or the Human Resources Department. Your complaint will be promptly, thoroughly and impartially investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

### **Americans with Disabilities Act**

The federal Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training and other terms, conditions

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and privileges of employment. The ADA does not alter the Company's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of Company policy, the Company prohibits discrimination of any kind against people with disabilities.

### **Disabled Defined**

An applicant or employee is considered disabled if he or she (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record or past history of such an impairment; or (3) is regarded or perceived (correctly or incorrectly) as having such impairment.

A qualified employee or applicant with a disability is an individual who satisfies the requisite skill, experience, education and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

### **Reasonable Accommodation**

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment.

Qualified applicants or employees who are disabled should request reasonable accommodation from the Company in order to allow them to perform a particular job. If you are disabled and you desire such reasonable accommodation, contact your immediate supervisor, designated manager, or the Human Resources Department. On receipt of your request we will meet with you to discuss your disability. We may ask for information from your health care provider(s) regarding the nature of your disability and the nature of your limitations or take other steps necessary to help us determine viable options for reasonable accommodation. We will then work with you to determine whether your disability can be reasonably accommodated, and if it can be

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accommodated, we will explore alternatives with you and endeavor to implement a mutually agreeable accommodation.

Reasonable accommodation may take many forms and it will vary from one employee to another. Please note that according to the ADA, the Company does not have to provide the exact accommodation you want, and if more than one accommodation works, we may choose which one to provide. Furthermore, the Company does not have to provide an accommodation if doing so would cause undue hardship to the Company.

### **Workplace Harassment**

The Company is committed to providing a work environment that provides employees equality, respect and dignity. In keeping with this commitment, the Company has adopted a policy of “zero tolerance” with regard to employee harassment. Harassment is defined under federal law as unwelcome conduct that is based on race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where: (1) enduring the offensive conduct becomes a condition of continued employment; or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

This policy applies to all terms and conditions of employment. Harassment of any other person, including, without limitation, fellow employees, contractors, visitors, clients or customers, whether at work or outside of work, is grounds for immediate termination. The Company will make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be promptly, thoroughly and impartially investigated and resolved appropriately. The Company will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

### **Sexual Harassment**

Sexual harassment is prohibited by federal, state and local laws, and applies equally to men and women. Federal law defines sexual harassment as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when the conduct: (1) explicitly or implicitly affects a term or condition of an employee's employment; (2) is used as the basis for employment decisions affecting the employee; or (3) unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive working environment.

Such conduct may include, but is not limited to: subtle or overt pressure for sexual favors; inappropriate touching; lewd, sexually oriented comments or jokes; foul or obscene language; posting of suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons; and repeated requests for dates. Company policy further prohibits harassment and discrimination based on sex stereotyping. (Sex stereotyping occurs when one person perceives a man to be unduly effeminate or a woman to be unduly masculine and harasses or discriminates against that person because he or she does not fit the stereotype of being male or female.) The Company encourages reporting of all perceived incidents of sexual harassment, regardless of who the offender may be. Every employee is encouraged to raise any questions or concerns with his or her immediate supervisor, designated manager, or the Human Resources Department.

### **Supervisors' Responsibilities**

All managers are expected to ensure a work environment free from sexual and other harassment. They are responsible for the application and communication of this policy within their work area. Managers should:

- Encourage employees to report any violations of this policy before the harassment becomes severe or pervasive.

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- Make sure the Human Resources Department is made aware of any inappropriate behavior in the workplace.
- Create a work environment where sexual and other harassment is not permitted.

### **Procedures for Reporting and Investigating Harassment**

Employees should report incidents of inappropriate behavior or sexual harassment as soon as possible after the occurrence. Employees who believe they have been harassed, regardless of whether the offensive act was committed by a manager, co-worker, vendor, visitor, or client, should promptly notify their immediate supervisor, designated manager, or the Human Resources Department. If the employee's immediate supervisor is involved in the incident, the employee should report the incident to the Karen Morales or Ruben Morales CEO and Presidents of CTSS. Every claim of harassment will be treated seriously, no matter how trivial it may appear. All complaints of harassment, sexual harassment, or other inappropriate sexual conduct will be promptly, thoroughly and impartially investigated by the Company.

There will be no retaliation for filing or pursuing a harassment claim. To the extent possible, all complaints and related information will remain confidential except to those individuals who need the information to investigate, educate, or take action in response to the complaint.

All employees are expected to cooperate fully with any ongoing investigation regarding a harassment incident. Employees who believe they have been unjustly charged with harassment can defend themselves verbally or in writing at any stage of the investigation.

To protect the privacy of persons involved, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances. Investigations may include interviews with the parties involved, and where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge.

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At the conclusion of a harassment investigation, the complainant and the “alleged harasser” shall be informed of the determination. Where appropriate, the “harasser” and the “victim” may be offered mediation or counseling through an employee assistance program (EAP).

### **Penalties for Violation of Anti-Harassment Policy**

If it is determined that inappropriate conduct has occurred, the Company will act promptly to eliminate the offending conduct, and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary action, as the Company deems appropriate under the circumstances and in accordance with applicable law.

## **Compensation**

### **Payroll Practices**

Employees are paid weekly. The regularly scheduled payroll day is Friday. When a payroll date falls on a holiday, employees will, when possible, be paid on the last business day before the holiday. Otherwise, employees will be paid on the first business day following the scheduled payroll date.

### **Salary Deductions and Withholding**

The Company will withhold the following from your paycheck:

#### **Taxes**

Federal, state and local taxes, as required by law, as well as the required FICA (Social Security and Medicare) payments.

#### **Insurance**

Your contribution to health insurance or other insurance premiums for yourself and any eligible family members or to other contributory benefit programs.

#### **Child Support**

Court ordered child support payments will be garnished from checks on a weekly basis.

#### **Independent contractors**

Workers who are sub-contractors, independent contractors may not have taxes withheld from their checks and are fully responsible for reporting their earnings and paying their own taxes to the government. They also will not accumulate any benefits like accrued benefits or holiday pay.

## **Time Clocks**

Located on the breakrooms. Your Onsite Manager will train you in the proper use of the time clock. You are responsible for clocking in and out properly any missed-punched needs to be reported immediately to your Onsite Manager.

## **Benefits**

### **General**

This section describes the fringe benefits provided by the Company and information on your eligibility for benefits. Details regarding each benefit plan are contained in the Company's Benefit Booklet. Benefit plans governed by the federal Employee Retirement Income Security Act (ERISA) may be further described in formal Summary Plan Descriptions or other legal documents available for your review in the Human Resources Department.

Employees meeting the eligibility criteria for particular benefits may participate in the various insurance programs offered by the Company. You may review the eligibility criteria for each benefit in the Company's Benefit Booklet and/or the Summary Plan Description for the particular benefit. Periodically there will be an Open Enrollment period (described below). If you decline to participate in these programs on your initial eligibility date, you may request entry into the plan during Open Enrollment or Special Enrollment (described below).

### **Late Applicants**

At the time you are hired, you are given an opportunity to elect certain benefits. If you waive participation in any of these programs for either yourself or your eligible dependents, you will generally be allowed to apply for entry into the various plans only during Open Enrollment.

### **Open Enrollment**

CTSS Open Enrollment is every June. The Open Enrollment period allows employees to add or change their benefits coverage. Applications for may be submitted during this period. Changes, additions and other elections made during Open Enrollment will take

effect on the effective date following the Open Enrollment period. Once you have made a change, you generally cannot change that selection until the next Open Enrollment period (except in the case of certain life events; see Special Enrollment).

## **Special Enrollment**

Special enrollment allows individuals who previously declined coverage to enroll in the plan upon loss of eligibility for other coverage and upon certain life events, such as marriage and the birth, adoption, or placement for adoption of a child. Employees must generally request enrollment within 30 days of the loss of coverage or life event triggering the special enrollment. For specific details regarding special enrollment, please refer to your Summary Plan Description.

## **Travel, Lodging, and Entertainment**

The following reasonable expenses will be reimbursed if they are properly approved and documented.

### **Business Travel-Related Expenditures**

Please request receipts for all transportation expenditures and record on the receipt the starting and ending point for the trip and a brief description of the purpose of the trip.

### **Mileage Reimbursement**

The standard mileage reimbursement, set by the IRS, includes the costs of operating an automobile such as depreciation, maintenance, repairs, tires, gasoline, oil, insurance, taxes, and vehicle registration fees. Normal personal commuting costs are not subject to reimbursement.

## **Holidays, Vacation and Other Leave**

### **Religious Observance**

Federal and state equal opportunity laws generally require employers to accommodate the religious beliefs of employees, but do not require them to provide paid leave. The Company respects your religious beliefs, however, and therefore, will provide one (1) day of unpaid leave to employees who, for religious reasons, must be away from the office on days of normal operation. Employees who require additional time off may use paid time off (PTO). This leave must be requested through the department manager two (2) weeks prior to the event

### **CTSS Observed Holidays for 2019**

May 27, 2019 – Memorial Day

July 4<sup>th</sup>, 2019- Independence Day

September 2<sup>nd</sup>, 2019- Labor Day

November 28<sup>th</sup>, 2019- Thanksgiving Day

December 25<sup>th</sup>, 2019- Christmas Day

### **Accrued Benefits/ Holiday pays**

CTSS. is committed to supporting its employees in as many ways as possible. Studies have shown that time off from the workplace is important to overall employee production and both mental and physical health. As such, we have created the following Accrued Benefits/Holiday Pays policy

### **Eligibility & Accrual**

Employees begin accruing and may use it at any time after the first 90 days of

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employment.

CTSS Seasonal/ Temporary employees earn PTO as follows:

All CTSS employees of 90 days or more may qualify to start earning PTO time. Every 55 hours worked, the employee earns 1 hour that may be put towards a qualifying holiday day observed by CTSS ( for references, read the holidays previously written and observed by CTSS on the handbook)

1099 Employees /independent contractors don't qualify for this benefit or another contemplated in this handbook, since by their nature as independent they cannot be considered as employees

### **Accrued Maximum**

There is a cap of 24 hours per Calendar year on the amount of this days can be accumulated. Only 8 hours of holiday pays a time can be used towards a selected holiday and per week.

### **Procedure**

Each employee will have to advise in advanced intention ( at least 48h) to use their accrued holiday time at for any of the above mention situations. Anything other than a Holiday needs to be approved in advance by the HR / Benefits Manager.

The Company reserves the right to refuse all requests but will do the best to accommodate them when advance requests are given. Last minute emergencies requests must be made by phone to the on-site by no later than 24 hours on the day of occurrence. Only 8 hours of holiday pays a time can be used and it will be paid towards a selected holiday and per week.

## **Military Service Leave**

Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard and Public Health Service commissioned corps, as well as the reserve components of each of these services, may take unpaid military leave, as needed, to enable them to fulfill their obligations as servicemembers. Servicemembers must provide advance written or verbal notice to the Company for all military duty, unless giving notice is impossible, unreasonable, or precluded by military necessity. Employees should provide notice as far in advance as is reasonable under the circumstances. In addition, employees may, but are not required to, use accrued paid time off (PTO) while performing military duty.

## **Break Time for Nursing Mothers**

The federal Fair Labor Standards Act (FLSA) allows employees to take reasonable, unpaid break time to express breast milk as needed for up to one (1) year after the birth of a child. The Company will provide a place for the employee to express breast milk, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public. Employees will not be discharged or in any other manner discriminated against in exercising their rights under this policy.

## **Civic Duty Leave**

### **Jury Duty**

The Company encourages employees to fulfill their civic duties. To that end, employees will be allowed leave to serve on a jury, if summoned. We request that you bring in a copy of your summons notice as soon as you receive it, so that we may keep it on file. If you are called during a particularly busy period, we may ask you to request a postponement. The Company will provide additional documentation in this regard, if necessary, to obtain such postponement.

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Jury duty can last from a portion of a single day to several months or more. During this time you will be considered on a leave of absence and will be entitled to continue to participate in insurance and other benefits as if you were working. While serving on jury duty, you are expected to call in to your supervisor periodically to keep him or her apprised of your status.

### **Appearance as a Witness**

An employee called to appear as a witness will be permitted time off to appear, but without pay.

### **Voting**

The Company encourages all employees to vote. Most polling facilities for elections for public office are scheduled to accommodate working voters. The Company, therefore, requests that employees schedule their voting for before or after their work shift. An employee who expects a conflict, however, should notify his or her supervisor, in advance, so that schedules can be adjusted if necessary.

## **Miscellaneous**

### **Leaving the Company**

If you wish to resign your employment with the Company, you are requested to notify your manager of your anticipated departure date at least two (2) weeks in advance. This notice should be in the form of a written note or letter.

The Company asks all employees to participate in an exit interview with their immediate supervisor prior to leaving the Company. This provides an opportunity to return parking passes, keys and other property and to tie up any loose ends. You will receive preliminary information at that time regarding continuation coverage and any other continuation of benefits for which you may be eligible.

If you leave the Company in good standing, you may be considered for reemployment at a later date. However, in the case of rehiring, you may be considered a new employee with respect to paid time off (PTO), benefits and seniority.

### **Grievance Procedure**

#### ***Preliminary Step***

You must first address your grievance with your immediate supervisor. This may be done orally in informal discussion. If your informal attempts to resolve the matter are not successful, you may implement the formal grievance process.

#### ***Step 1***

You must first submit your grievance in writing to your immediate supervisor. Grievances must be submitted within [30] calendar days following the date you first knew or should have known of the grievance. If you do not submit the grievance within the [30] day period, you waive your right to assert it.

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Your supervisor will respond in writing within ten (10) days following receipt of your grievance. All grievances and replies in Step 1 must be in writing. If the grievance is not settled in Step 1, then you may proceed to Step 2.

### ***Step 2***

Within ten (10) days following your receipt of the written answer to your Step 1 grievance from your supervisor, you may appeal the disposition of your grievance by your supervisor to your Department Head. The Department Head will then undertake an investigation of your grievance and the underlying facts. Within 15 business days following receipt of your grievance the Department Head will meet with you in person to discuss your grievance. The Department Head will then provide a written response to your grievance within 15 business days following the date of your meeting.

### ***Step 3***

If you are not satisfied with the response of the Department Head at Step 2, you may submit your grievance to the President of the Company or the President's designee for review within five (5) days following receipt of the written response from your Department Head. The President or his or her designee will review the grievance and provide a written response within 15 business days following receipt of the Step 3 grievance.

### ***Step 4***

You may appeal a Step 3 grievance to Step 4 and request final and binding arbitration of your grievance. The request for arbitration must be in writing and must be made within 30 days following receipt of the response of the President or the President's designee at Step 3.

Upon receipt of your request, the Company will, within ten (10) working days of its receipt of your request, ask the Federal Mediation and Conciliation Service or the American Arbitration Association to provide a list of prospective arbitrators. The parties

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will choose an arbitrator from the list provided. If the parties cannot agree upon the choice of an arbitrator, then you and the Company will ask the American Arbitration Association to appoint an arbitrator to hear your case.

All fees or expenses of arbitration, including, without limitation, the arbitrator's fees and expenses and rental of a venue for the arbitration, if necessary, shall be borne equally by the parties. Each party will pay its own attorneys' fees or costs other than the arbitrator's fees and expenses.

The grievant bears the burden of proof as to the validity of the grievance.

The decision of the arbitrator shall be in writing and the decision is final and binding. Arbitration is the exclusive forum for resolution of discipline and discharge cases, and both the Company and you waive your right to bring any action in court or to submit such matter to a jury. Either party may, however, seek to enforce an arbitrator's award in a court of competent jurisdiction. In addition, the Company retains the right to seek injunctive or other relief in the case of misappropriation of trade secrets or other confidential information, or any other action by an employee which might reasonably be expected to lead to irreparable harm to the Company.