

EMPLOYEE HANDBOOK



AMERICAN WORKFORCE GROUP, INC.

Welcome to American Workforce Group (AWG)!

Read through these policies carefully, and retain this Handbook for future reference. AWG reserves the right to change or revise policies, procedures, and benefits described in this handbook, other than the employment-at-will provisions, whenever the company determines that such action is warranted. The policies may be changed at the sole discretion of the Employer.

None of the following policies or standards of conduct are intended, nor shall they have the effect, of interfering or inhibiting any employee in the exercise of any right guaranteed or protected by law.

Employer's Mission

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

Equal Employment Opportunity Policy

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

Employment at Will

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

Harassment Policy

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

AWG will actively enforce its policy against harassment. The policy applies to all conduct on company property or company time, and to all conduct off the job that affects an individual's work environment.

AWG considers violation of this policy a serious offense that will lead to discipline, up to and including discharge. Harassment is any offensive action directed at a person's protected status. Some examples of prohibited conduct, if directed at a person's protected status, include foul language, jokes, slurs, derogatory comments, negative stereotyping, threatening or intimidating acts, or posting or circulating offensive written or visual material. Additional examples of harassment include unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. AWG prohibits such conduct if: 1.) The conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment, or of unreasonably interfering with an employee's work performance; 2.) Submitting to such conduct is made a term or condition of employment; 3.) Submitting to or rejecting such conduct is used as the basis for employment decisions affecting that individual; 4.) The conduct otherwise adversely affects an individual's employment opportunities.

The company will not tolerate unwanted touching under any circumstances.

AWG expects employees to conduct themselves in a manner that another person or group of persons will not interpret as offensive. The company requires every person to show sound judgment and respect for the feelings of all other employees. All management personnel are responsible for enforcing this policy.

If an employee feels that someone's conduct is harassing or improperly offensive, the employee should promptly and firmly tell the offender that the behavior is unwelcome. Although not required, doing so places the offender on notice that someone considers his or her conduct inappropriate. The company encourages any employee who believes he or she has been subject to harassment or offensive conduct, or any employee who witnesses a violation of this policy, to report the offense immediately to our office.

AWG will keep complaints confidential to the extent possible, while allowing the investigation to proceed (meaning information may be revealed on a "need to know" basis). AWG will investigate all complaints promptly.

Any employee whom the company finds after investigation to have violated this policy will be subject to appropriate sanctions, depending on the circumstances, up to and including termination. The company will design its action to provide redress, to eliminate the harassment or offensive conduct, to prevent retaliation against the person who made the complaint and to prevent retaliation against any employee for providing information as a witness or participating in the investigation.

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

The question of whether a particular action is *prohibited* or merely the result of a personality conflict that produces no discriminatory effect on an employee's employment requires a determination based on all the facts. Given the serious nature of harassment and discriminatory offensive conduct, we expect that all employees of AWG will continue to act responsibly in order to establish and maintain a pleasant working environment. AWG encourages every employee to raise any question that he or she may have about this policy against harassment or any other matter that relates to equal employment opportunity. For answers to such questions, employees should contact our office.

Workweek, Pay and Timecards

Workweek: For purposes of the Fair Labor Standards Act, the workweek consists of seven (7) days beginning 12:00 midnight on Sunday and ending at 12:00 midnight the following Sunday (so Monday through Sunday).

Payday: Regular paydays are every Friday.

Timecards: It is each employee's responsibility to make sure that their hours worked are recorded accurately. Altering, falsifying or completing another employee's time and attendance record is strictly prohibited and is grounds for discipline. Please make sure to have time cards filled out completely and signed by your on-site supervisor. Time cards are due no later than Monday at 9 am. They can be submitted via: fax/email/text/drop off.

PTO/Holidays

At this time, AWG does not offer any PTO to its assigned employees.

AWG grants the following six paid holidays per year to qualified employees; 1.) New Year's Day, 2.) Memorial Day, 3.) Independence Day, 4.) Labor Day, 5.) Thanksgiving, and 6.) Christmas. The guidelines to qualify are as follows; 1.) You've worked 720 hours in 18 consecutive weeks ending one full week prior to the holiday week. 2.) You are on an AWG assignment the week of the holiday. 3.) You work the scheduled workday before and after the holiday.

Medical Coverage

AWG offers affordable, minimum essential coverage to all eligible employees. To be eligible, employees must work at a client partner that AWG has deemed full time status for a period lasting longer than 13 weeks. The 2017 premium is \$44.89/week. If you are ineligible and are remain interested in health coverage, you may be eligible through the government health care exchange. More info and rates may be found at <https://www.healthcare.gov>

Family and Medical Leave Policy

The federal Family and Medical Leave Act (FMLA) entitles eligible employees to take up to 12 weeks of unpaid leave in a 12-month period for the following reasons: 1.) Birth and care of the employee's newborn child, 2.) Placement of a child for adoption or foster care with the employee, 3.) Care for a spouse, child or parent (including in-laws) with a serious health condition, 4.) The employee's own serious health condition

To satisfy eligibility, employees must have worked 1250 hours in any 12-month period for AWG. AWG has designated as its 12-month period in which the 12 weeks of leave entitlement occurs as a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. Accrued paid time off benefits (PTO/sick/short and long term disability) must be used concurrently with FMLA protected leave. Any use of concurrent workers' compensation may only be applied to unpaid FMLA leave lasting longer than three days. If after 12 weeks of FML, an employee does not return to work, their employment may be terminated at the discretion of the employer.

Nursing Mother Policy

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

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

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

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

Benefit Waiver for Assigned Employees

AGREEMENT AND WAIVER: In consideration of my assignment to CLIENT COMPANY by AWG, I agree that I am solely an employee of AWG for benefit plan purposes and that I am eligible only for such benefits as AWG may offer

to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by CLIENT COMPANY, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to CLIENT COMPANY by AWG and regardless of whether I am held to be a common-law employee of CLIENT COMPANY for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

Confidentiality Policy

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

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

Availability Policy

AWG expects you to call in/stop by at least once a week, preferable three times a week to keep your file active. AWG will inactivate your file if you fail to call in weekly. You are required to call in your availability within 48hrs upon the end of an assignment or we'll assume you are no longer available and actively looking for employment

Attendance Policy

We expect you will not miss ANY time within the first 90 days. In the event of an emergency and you need to miss time you are REQUIRED to call AWG prior to your shift start time or you may be considered a No Show No Call. In the event you do miss time your assignment may be re-evaluated.

NO SHOW NO CALL – NO JOB Policy

NO EXCEPTIONS! If you cannot complete your accepted assignment or do not show up to work and do not call prior to your shift start time, AWG will consider this a voluntary quit without notice and you will not be eligible for rehire. AWG is reachable 24 hours a day, 7 days a week. If there is an emergency, CALL! Leave a voicemail with your name and phone number where you can be reached.

How to End an Assignment

A minimum of a two working days' notice is required to be eligible for rehire.

Client Contact Policy

If your assignment has ended, do NOT contact the client company for any reason. Violation of this policy may lead to termination.

Drug & Alcohol Policy

AWG is committed to maintain a safe, productive work environment at all facilities and work sites to which it assigns associates, and to safeguard all property connected with such employment. Because the concern for the safety of all AWG associates is of extreme importance, the signing of the Drug and Alcohol Testing Consent Form,

constituting agreement and cooperation with this policy, will be required of all persons as a condition of employment by AWG.

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

In addition, AWG associates may be required to undergo alcohol screening where there is suspicion of impairment or because of a critical event, such as: work-related accidents and injuries, unusual behavior, etc.

AWG will terminate an employee or withdraw any offer of employment to an applicant who refuses to submit to drug and alcohol testing under the conditions described in this policy or who otherwise fails to comply with this policy, the testing requirements or the company's related requests.

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

Safety Program

In the event of an accident, an investigation must be done promptly to assure other workers safety on the job site. Failure to report injuries at the time they occur will delay our injury/accident investigation that determines the cause of the accident and the correction of any unsafe working conditions. I realized that my safety is given top priority at all times. I acknowledge my responsibilities to help maintain a safe and healthful work environment by doing the following and understand I may be terminated if I do not follow these guidelines:

- ✓ I acknowledge that MY safety is MY responsibility.
- ✓ I acknowledge that no job is so important that I should jeopardize my safety and health.
- ✓ I acknowledge that I must locate safety exits and evacuation procedures.
- ✓ I acknowledge that I must locate first aid equipment and emergency eye wash stations.
- ✓ I acknowledge that I must locate where the MSDS are stored and how to access them.
- ✓ I will keep aisles, walkways and work areas clear of slipping and tripping hazards.
- ✓ I will keep all emergency equipment such as fire extinguishers, fire alarms, fire hoses, exit doors and stairways clear of obstacles.
- ✓ I will report any job-related injury/illness; IMMEDIATELY to my onsite supervisor AND AWG.
- ✓ I will report hazardous conditions and unsafe acts promptly to my onsite supervisor. I understand that if the situation is not resolved, I am to report it to AWG.
- ✓ I will observe all hazard warning signs. I will NOT ignore, remove, deface or destroy any warning or danger signs, barricade or interfere with any form of accident prevention device or practice.
- ✓ I will operate only the equipment that I am properly trained on and authorized to use.
- ✓ I will operate a machine only if the guard or method of guarding is in good condition and working order. I will NOT remove any guard or methods of guarding except for the purpose of adjustment, oiling, and repair or in the setting up of a new job.
- ✓ I will use proper Lock-Out/Tag-Out procedures to stop any machine or moving parts prior to performing maintenance.
- ✓ I will NOT use my hands or any portion of my body to reach between moving parts or remove jams, hang-ups, etc.

- ✓ I will NOT work under objects that could potentially fall.
- ✓ I will NOT use defective tools or equipment and recognize that no tool or piece of equipment should be used for any purpose for which it is not suited and that none should be abused by straining beyond its safe working load.
- ✓ I will use the appropriate Personal Protective Equipment (PPE) required for each task. Including, but not limited to hard hats, safety vests, and eye protection.
- ✓ I will not wear frayed, torn or loose clothing, jewelry or long unrestrained hair near moving machinery or other sources of entanglement, or around electrical machinery.
- ✓ I will refrain from fighting, horseplay or distracting co-workers. I will not run on company property.
- ✓ I will perform proper lifting techniques at all times.

Light Duty Return to Work Policy

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

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

It is our desire that you return to your regular work as soon as possible. These policies and procedures are in place to insure that this happens in the most effective way. You will be expected to comply with our light duty work policy, including acceptance of physician approved work, or be subject to disciplinary action up to and including discharge.

Cell Phone Policy

For the safety of all employees, the use of these phones will be limited as follows; 1.) All use of your cell phone must be done during your off hours, your breaks or your lunch period. 2.) Cell phones need to be left in your vehicles or your locker. 3.) **COMMERCIAL DRIVERS:** You shall not touch your cell phone while operating the motor vehicle, including time stopped at a stop sign or light. That means that the ONLY calls allowable while you are driving are those COMING IN to you and you answer and disconnect using the blue tooth device.

Personnel Records

The accuracy of each employee's personnel records is essential for the proper handling of many issues of importance to you as well as to the company. It is your responsibility to promptly notify the H. R. Manager of any personal data changes including, but not limited to: Mailing address, Physical address/location, Home/message phone number, Person (phone number) to notify in the event of an emergency, Any official name change, Marital status, Any change in dependent status (birth, marriage, death, or loss of legal custody), Insurance beneficiary, OR Military status.