

## Welcome

Thank you for choosing Provisional Services, Inc. (Provisional)! We look forward to a mutually gratifying and rewarding working relationship. Our philosophy is simple. We believe we have two clients: our customers and our employees. Our success and reputation are built around our employees. Our employees are valued very highly- **We consider them our greatest asset.**

Our temporary employees enjoy variety and flexibility while receiving many benefits typically available only to regularly employed individuals. We care greatly about the special concerns and needs of our temporary employees and have designed our policies and programs to meet those needs.

## Introduction

This handbook has been prepared to acquaint Provisional employees with general employment policies and benefits of Provisional. Please read it carefully.

The purpose of this handbook is to give employees an idea of what we can expect from them, and what they can expect from us. The contents of this handbook, however, constitute only a general summary of personnel policies and benefit and do not purport to cover all areas of the employment relationship. Employees are encouraged to contact management if they do not understand these guidelines, or if they have questions regarding their employment with Provisional.

This handbook summarizes some of Provisional's employment practices and the benefits to which you may be entitled. Those benefits are more accurately described in applicable summary plan descriptions (SPD). If there are any differences between this handbook and company procedure or SPD, the procedure or SPD prevails.

Nothing contained within this handbook is intended to create, or shall be construed as creating, an express or implied contract or guarantee for employment for any term or duration. Employment with this organization is at-will, as discussed following.

**The personnel policies set forth in this handbook are subject to modification. Provisional reserves the right to modify, revise, delete from, add to, or rescind any or all of the provisions of this handbook from time to time as it deems appropriate, in its sole discretion.** We welcome employee suggestions for changes to Provisional's policies, but any variations to our policies require advance written approval by Provisional Management. This handbook supersedes all previous handbooks and policies, written or oral.

## General Terms of Employment

### At-Will Employment

Employment with Provisional is with the mutual consent of the employee and Provisional. Consequently, both the employee and Provisional have the right to terminate the employment relationship at any time, with or without cause or advance notice. This employment at-will relationship will remain in effect throughout employment with Provisional unless it is specifically modified by an express written agreement signed by the employee and the Provisional Management. This employment at-will relationship may not be modified by any oral or implied agreement.

### Equal Employment Opportunity Statement

The management of this organization believes that every employee has the right to work in surroundings that are free from discrimination. Provisional will provide equal employment and advancement opportunities to all persons, regardless of age, sex, religion, marital status, race, creed, color, national origin, sexual orientation, or the presence of any sensory, mental or physical handicap. Provisional will make reasonable accommodations for qualified individuals with disabilities, unless doing so will create an undue hardship on the organization, taking into consideration the nature and cost of the accommodation needed, the employer's financial resources, and the impact of the needed accommodation on the operation and on other employees and our customers. This policy applies to all aspects of the employment relationship from the hiring process through the employment relationship, including promotions, job assignments, compensation, provision of leave, access to benefits, perquisites, discipline, discharge, lay-off, etc.

### Open Door Policy

Our employees are encouraged to contact Managements to voice any concerns or suggestions for improvement regarding their employment with the organization.

### Professionalism

As a representative of Provisional we expect our employees to be professional in both attitude and image at all times. Employees are to dress like the professionals they are. The level of professionalism is also measured by an employee's willingness to pitch in and his or her ability to get along with others.

## Job Assignments

- Job assignments vary in length.
- **You will never pay a fee!**
- An employee of Provisional has the right to turn down any assignment offered him or her. Once an assignment has been accepted, however, we count on our employees to meet that commitment. Failure to complete a job assignment as agreed upon will be considered a voluntary resignation without good cause and may result in ineligibility for future job referrals.

## When to Call Provisional

Employees should call on us whenever they have a question or problem concerning their job assignment or employment with us. As the employer, it is our job to address the employee's problems or concerns. The employee is not to contact our client directly with such concerns unless instructed to do so by Provisional in this policy or having discussed the matter with his or her manager at Provisional.

- Reliable and punctual attendance is an essential function of any position with any client. In the event that an employee is ill or unable to arrive at an assignment on time, s/he needs to contact Provisional and the client by telephone at least one (1) hour prior to the start of the shift and in no case no later than 8:00 am. If the call is made before or after normal working hours of 8:00 am to 5:00 pm, Provisional's voicemail service is available to leave a detailed message.
- In the event the employee is going to be late for work, the employee should contact both the client and Provisional as soon as possible.
- If the employee is absent for two or more days without contacting the employer, the employee will be considered to have abandoned his or her job, meaning s/he has voluntarily resigned from the employment relationship with Provisional.
- If a client asks an employee to continue working beyond the original commitment, we ask that the employee give us a call immediately.
- If a client requests that an employee stay beyond the scheduled work time, and the employee is unable to do so, we ask that the employee have the client call us in order to arrange a replacement.
- If the employee is asked to drive his or her personal vehicle or a client's vehicle on client business, the employee must notify Provisional's management immediately. Employees are not to proceed with such task without permission from their

Provisional manager.

- If the employee is injured while on the job, s/he is to contact Provisional immediately.
- If the employee is unable to complete his or her assignment s/he is to call his or her manager at Provisional.
- If the employee has completed the assignment and is available for a new assignment, the employee should contact his or her manager at Provisional.
- If the assignment is different from the assignment the employee expected or has changed over time, the employee should contact his or her manager at Provisional.
- If the employee wishes to end the employment relationship with Provisional, s/he must contact his or her manager at Provisional.
- If the employee is offered full time or regular employment with the client, s/he must contact his or her manager at Provisional.
- If the employee's name, address, phone number, or marital and/or dependant status changes for withholding purposes, s/he must contact the Payroll Department as soon as possible.

## Payrolling Services

Provisional provides a service called *payrolling* to its clients by which we provide longer term temporary workers to the client. These employees are recruited and referred by our clients and are employed by Provisional on a temporary basis. Because payrolling employees are hired for a specific project or time period, they are not eligible for benefits sponsored or provided by Provisional

## Company Hours

Our hours of work are Monday through Friday, 8:00 a.m. to 5:00 p.m. Those who are not currently on assignment need to call in their availability each week at (509) 444-8862. Our 24-hour voice mail system is checked every half hour during normal business hours. Messages are also retrieved after working hours.

## Payroll

Pay for all assignments is based o the employee's timesheet as it is provided to the Payroll Department. Therefore, it is vitally important that employees make certain their timesheets are accurate and turned in.

Our work week for payroll purposes is weekly and begins at 12:01 a.m. on Monday and

ends at midnight on Sunday. In order to timely receive payment for all hours worked, the employee must turn in his or her timesheet to our office no later than Monday morning before 9:00 am. The timesheet must be signed by the employee's client supervisor. For employees' convenience, timesheets may be dropped through the mail slot located on the front door of our building. If an employee fails to provide the timesheet, we will be required to estimate payment, which may result in the employee receiving less compensation than he or she may be entitled to.

Paychecks are distributed by our Payroll Department on the following Thursday, between 12:00 p.m. - 5:00 p.m. We automatically mail all remaining paychecks at 5:00 p.m. on Thursday. Direct deposit of paychecks is available. Please ask for details.

- **Lost Paychecks:** If an employee has not received his or her check by mail within five (5) business days after mailing, s/he should contact the office and speak to a Provisional manager. Provisional cannot take responsibility for checks in the control of the US Postal Service and cannot determine or guarantee how long it will take for a check to be delivered. Therefore, we make paychecks available for pick-up for those who do not wish to have the check mailed. If an employee loses his or her check, we will issue a stop payment and reissue a new check. The employee may be responsible for any applicable charges incurred to issue a stop payment order on the lost check.
- **Deductions:** It should be noted that, like any other employer, we are required to make deductions for social security, federal income taxes, and all other applicable state and federal taxes, including the employee portion of the industrial insurance premium. The employer will honor administrative and court orders for garnishment or wage withholding pursuant to state and federal law. Any other deductions may require written authorization.
- **Problems:** Any payroll questions or potential problems should be directed to the Payroll Department.
- **Employee Changes:** Employees need to notify us immediately of any changes regarding their taxes or personnel information such as changes in address, phone number, marital status, number of exemptions, etc. Our Payroll Department may require the employee to complete a new W-4 form.

## Overtime

Overtime is paid to all nonexempt employees at the rate of one and a half times the regular rate of pay for all hours worked over forty hours in one workweek. An employee is permitted to work overtime only if s/he checks with his or her client supervisor **and** Provisional Manager, and receives approval from both parties to work the overtime hours. The client supervisor must initial the employee's payroll attendance worksheet to verify the overtime hours.

## Lunch/Breaks

Employees will generally take a thirty minute to one hour unpaid lunch period, depending on the nature and duration of the assignment. Employees are not to work more than five hours without having taken at least a half hour off for lunch. Employees are also entitled to a ten minute rest break for each four hours worked.

## Benefits

Typically, temporary employees do not receive benefits through their staffing service. At Provisional, we value our employees and recognize how important benefits are to them. The benefits applicable to temporary employees are as follows.

## Paid Time Off

- **Holiday Pay:** Employees of Provisional are eligible for holiday pay when they have completed eight hundred (800) hours of employment in the twenty (20) weeks prior to the holiday. Employees must work the scheduled day before and after the holiday in order to be eligible for the benefit. Our paid holidays are listed below:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- **Vacation Pay:** Temporary employees of Provisional may earn one week of paid vacation after completing one year of continuous service beginning with acceptance of the first assignment. Vacation pay is computed as a weighted average of the employees' average hourly straight rate. Please ask your manager at Provisional for further details.

If an employee has vacation available, he or she is entitled to take that leave for the care of a child with a health condition that requires treatment or supervision. The employee may also use the vacation benefit for the care of a spouse, parent, parent-in-law, or grandparent who has a serious health or emergency condition. An employee may not take advances on this benefit.

## Insurance and Pension Benefits

- **Medical Insurance Reimbursement:** Employees may be eligible for Provisional's medical reimbursement program if they have worked sixteen hundred (1,600) hours without a break in service. The reimbursement is based on the number of hours worked in a month. The employee must submit insurance premium receipts of payment or other proof of payment each month. Reimbursement is calculated and

processed on a monthly basis. Please contact your manager at Provisional for further details.

- **Pension Plan:** Provisional employees may be eligible to participate in our 401(k) Plan if they are twenty-one (21) years of age or older and after they have completed one (1) year of employment in which they worked over 1000 hours. Please check with the Payroll Department for details.

## Special Temporary Employee Benefits

- **Credit Union Membership:** Provisional employees are eligible for credit union membership in \*\*. Please contact the Payroll Department for further details.
- **New Employee Referral Bonus:** An employee will receive a one hundred dollar (\$100.00) bonus if s/he refer another party for employment. That referral must complete one hundred-sixty (160) hours of employment in any one calendar month within one year after the individual has applied for employment. The referred individual must specific the name of the employee having referred him or her on the application.

## Unpaid Leaves of Absence

- **Family Medical Leave:** Temporary employees may be eligible for a leave of absence pursuant to the state and federal Family and Medical Leave Acts. An employee will be covered where: he or she is employed in a location with at least fifty employees with-in seventy-five miles; he or she has worked at least twelve hundred and fifty (1,250) hours in the past twelve (12) months of employment; and has worked for the employer for at least twelve (12) months, not necessarily consecutive. Eligible employees may apply for up to twelve (12) weeks of unpaid, job-protected leave during a twelve (12) month period for one or more of the following reasons.
  1. to care for the employee's child after birth or placement for adoption or foster care;
  2. to care for the employee's spouse, child or parent with a serious health condition; or
  3. a serious health condition of the employee which makes the employee unable to perform the job.
  4. a qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty, has been notified of an impending call, or order to active duty in support of a contingency operation.

A health condition is serious if it requires inpatient care, continued treatment of incapacity of three days or more, subsequent recovery involving two or more treatments by health providers, or at least one treatment which results in a regimen of continuing treatment or incapacity due to pregnancy or chronic disease or permanent or long term disability. Occasional illness such as colds, flu, upset stomach or headaches are not by themselves covered.

The employee may be required to support a request for leave because of a serious health condition by appropriate certification from the health care provider as to when the condition commenced, probable duration, and other appropriate medical facts. A second opinion may be required at the employer's expense. In the event of a conflict of opinions, a third opinion may be obtained, also at the employer's expense. In addition, an employee may be required to provide periodic reports regarding the employee's status and intent to return to work.

An eligible employee is entitled to a total of twelve (12) work weeks of leave during a designated 12-month period. The designated FMLA period is the 12-month period measured forward from the date leave begins. Leave will be provided on an unpaid basis. An employee with any unused paid vacation days may be required to use this time as part of the leave period. The remaining duration of leave will be unpaid.

Employees must give thirty (30) days advance notice to the employer of the need to take family leave when it is foreseeable (e.g., birth or placement of a child for adoption or for planned medical treatment). When it is not practicable under the circumstances to provide such advance notice, notice must be given as soon as practicable, ordinarily within one (1) or two (2) business days of when the employee learns of the need for the leave.

When planning medical treatments, employees should consult with the employer when giving notice and make reasonable efforts to schedule the leave so as not to unduly disrupt the employer's operation, subject to the approval of the health care provider.

A request for intermittent leave (for example, a reduced work schedule) as a result of a serious health condition must be supported as medically necessary by your doctor's certification. If an employee requests intermittent leave, the employer may require the employee to transfer to an available alternative position, with equivalent pay and benefits, for which the employee is qualified and which better accommodates recurring leave periods.

An employee who takes family leave as provided in this policy will not lose any previously accrued employment benefits, but benefits shall not continue to accrue during the leave.

The employer will make every effort to reinstate an employee who completes a period of leave to the same position he or she had before or to a position equivalent

in pay, benefits, and other terms and conditions of employment.

When an employee returns from a leave of absence because of personal disability due to illness, injury or pregnancy, an employee may be required to submit a written release from the attending physician. The release must include the permitted date of return to work, and state any restrictions on work performance. No guarantee of re-employment is implied by the approval of a leave of absence.

For certain of the highest paid ten percent (10%) of the employer's workforce, reinstatement may be denied if returning the employee to work would cause substantial and grievous economic injury to the employer's business. If this exception is to be applied, the employee will be so notified and will have the opportunity to immediately return to work.

- **Pregnancy Disability Leave:** An employee medically disabled as a result of pregnancy or childbirth is eligible for an unpaid leave of absence for the period of disability, regardless of duration. The employer may request medical certification to verify that the individual is incapacitated due to pregnancy or childbirth. An employee with any unused paid vacation days may be required to use this time as part of the leave period. The remaining duration of leave will be unpaid. Benefits normally provided during periods of vacation will be available.

When the employee is no longer disabled, she is entitled to return to the same or equivalent position, unless this is no longer possible due to business necessity. The employer may, at its discretion, request certification from the employee's health care provider releasing her to return to work.

Employees who have taken pregnancy disability leave may, additionally, be entitled to leave pursuant to the federal and state Family and Medical Leave Acts once pregnancy disability leave ends. Following pregnancy disability and the additional FMLA/WFMLA leave, the employee is entitled to return to the same or equivalent position as explained above.

- **Spousal Leave in Preparation for Relation to the Deployment of a Military Spouse:** An employee who works twenty (20) or more hours per week and is legally married to an individual who is a member of the armed forces, National Guard, or reserves may take up to fifteen (15) days of unpaid leave per deployment in order to prepare for his or her spouse's deployment or while the spouse is on leave from deployment.

In order to take this leave, the employee must notify the employer of his or her spouse's impending call or order of active duty within five (5) business days of the time the notice was received. During the leave, the employee may utilize any earned and accrued paid leave available. At the end of the leave period, the employee may return to his or her job or an equivalent position.

- FMLA Leave for Family of a Member of the Military:** The National Defense Authorization Act provides that a qualifying exigency arising out of the active duty, notification of an impending call, or order to active duty in support of a contingency operation of a spouse, child or parent is a triggering event allowing an otherwise eligible employee to utilize the standard twelve (12) week FMLA leave. We do not yet know how these exigent circumstances are to be defined by regulations and will make sure employees are informed of these definitions through policy updates once we are aware of them. In the meantime, should an employee have questions about or be in need of this type of leave, he or she should please contact human resources. We are committed to ensuring employees receive the leave this law is designed to provide. An employee in need of this kind of leave should provide notice as required by the FMLA/WFMLA leave policy above.
- Leave for Family of Injured Member of the Military:** Further, an employee may be eligible for up to twenty-six workweeks within a single twelve month period, of job protected leave to care for a member of the armed services who has become seriously injured or ill as a result of that service. In order to be eligible for this type of leave, the employee must otherwise be eligible for FMLA leave and must be a spouse, son, daughter, parent, or next of kin of the seriously injured or ill member of the armed services. This leave may be taken all at once or on an intermittent basis. An employee in need of this kind of leave must provide notice of this fact as soon as practical and reasonable to his or her supervisor. He or she may also be asked to provide medical certification of the service member's serious illness or injury within a reasonable period of time. While on leave, the employer may require the employee to take all accrued paid leave benefits. New regulations interpreting these changes and updating our policy should be forthcoming. In the meantime, should an employee have further questions related to this type of leave, he or she should please contact the Office Administrator.
- Military Service Leave of Absence:** In general, service members must provide advance written or verbal notice to their employers for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. Leave necessitated by duty in the armed forces is protected by the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees requiring leave for military duty, including annual military reserve training or other short-term active military duty may utilize their earned vacation benefits while on leave. If the employee has no benefits available or opts not to use those benefits, military leave is considered an unpaid leave of absence. For military service of less than thirty days, health care coverage continues as if the service member had remained employed. If service will require leave of thirty-one days or more, the employee may elect to continue his or her health insurance benefits at his or her own cost, for up to twenty-four (24) months after the absence begins, or the period of service, whichever is shorter. For information about how to establish continuation coverage and where to send premiums, please contact the Office Administrator. In general, on return from service, health insurance coverage will be reinstated without any additional waiting period or exclusions for preexisting conditions.

Once service is completed and where service duration and application for reinstatement are within prescribed timelines, the employee has a right to job restoration and benefits that would have been attained as if the individual had not been absent due to military service or, in some cases, a comparable job. Employees will not be entitled to reinstatement if their separation from the service was based on a dishonorable, bad conduct, or other than honorable discharge, a court martial or order of the President, removal from the military rolls because the individual was AWOL for more than three months, or imprisonment by a civilian court. For specific timeliness as they are set by the federal law, please see the organization's USERRA poster.

Those who apply for membership in, are or have been members of, or are obligated to serve in the military services are to be free from employment discrimination and retaliation. Therefore, an employer may not deny such an individual initial employment, reemployment, retention, promotion, or any benefit of employment based on this status. The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.

For more information about military leave, benefits while on leave, reinstatement, or the employee's duties regarding these matters, please contact the Office Administrator. For additional information about USERRA and the agency that enforces the Act, please see the USERRA poster on the company's bulletin board.

- **Domestic Violence, Sexual Assault, and Stalking Leave:** An employee may take reasonable leave from work to seek legal or law enforcement assistance, treatment by a health care provider, mental health counseling, services from a shelter or crisis center, or alternative safe living arrangements. The leave may be taken all at once, on an intermittent basis, or on a reduced work schedule. This leave provision applies whether the employee is directly a victim of such violence, or is assisting a spouse, individual he or she is dating, or his or her children, parents, grandparents, or parents-in-law having been the victim of these forms of violence. If employees have any questions about this leave or whether it applies to their circumstances, they should contact Office Administrator.

Should an employee require such leave, the employer asks that employees provide advance notice of their intent to take leave, up to thirty days, if possible. When advance notice cannot be given because of emergency or unforeseen circumstances related to domestic violence, sexual assault, or stalking, the employee or his or her designee should provide notice to the employer no later than the end of the first day that the employee takes such leave.

The employer may require the request for leave be supported by verification the employee or a family member is a victim of these crimes and the leave taken was to allow for access to legal or law enforcement assistance, treatment or counseling, or other needed services. The types of information that may provide verification are:

1. A police report;
2. An Order for Protection or other evidence from the court or prosecutor the employee or family member appeared, or is scheduled to appear, in court;
3. Documentation from an victim advocate, an attorney, a member of the clergy, or a medical or other professional; or
4. An employee's written statement.

If leave is taken to assist or care for a family member, the familial relationship may be substantiated by a statement from the employee, a birth certificate, a court document, or other similar documentation.

Once verification is received, the employer will seek no further information from the employee.

This leave is unpaid. The employee may utilize available paid time off benefits such as vacation and sick leaves during this time.

The employer will continue to provide for the employee's health insurance benefits as if he or she had continued to work while on this type of leave. Thus, if leave is unpaid, the employee will be required to provide for his or her portion of the health and welfare contribution on a monthly basis. In such cases, the employee should contact the Office Administrator to determine how and when the employee portion of the contribution may be made.

Generally, once leave is completed, the employee will be restored to his or her prior or equivalent position. An equivalent position is one having equivalent employment benefits, pay, and other terms and conditions. These provisions may not apply if the individual was employed temporarily by a staffing company or hired directly for a specific term or discrete project.

In general, any information provided will be held confidentially by the employer. This includes the fact that the employee or family member is a victim of these crimes, the employee has requested or obtained leave, and any written or oral statement, documentation, record, or corroborating evidence provided by the employee. The employer may disclose the information only if:

1. Requested or consented to by the employee;
2. Ordered to do so by a court or administrative agency; or
3. Otherwise required by applicable federal or state law.

No employee will suffer any reprisal or retaliation because he or she has been a victim of these crimes, or has requested and/or taken leave pursuant to this policy.

- **Military Service Leave:** In general, service members must provide advance written or verbal notice to their employers for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. Leave necessitated by duty in the armed forces is protected by the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees requiring leave for military duty, including annual military reserve training or other short-term active military duty may utilize their earned vacation benefits while on leave. If the employee has no benefits available or opts not to use those benefits, military leave is considered an unpaid leave of absence. For military service of less than thirty days, health care coverage continues as if the service member had remained employed. If service will require leave of thirty-one days or more, the employee may elect to continue his or her health insurance benefits at his or her own cost, for up to twenty-four (24) months after the absence begins, or the period of service, whichever is shorter. For information about how to establish continuation coverage and where to send premiums, please contact the Payroll Department. In general, on return from service, health insurance coverage will be reinstated without any additional waiting period or exclusions for preexisting conditions.

Once service is completed and where service duration and application for reinstatement are within prescribed timelines, the employee has a right to job restoration and benefits that would have been attained as if the individual had not been absent due to military service or, in some cases, a comparable job. Employees will not be entitled to reinstatement if their separation from the service was based on a dishonorable, bad conduct, or other than honorable discharge, a court martial or order of the President, removal from the military rolls because the individual was AWOL for more than three months, or imprisonment by a civilian court. For specific timeliness as they are set by the federal law, please see the organization's USERRA poster.

Those who apply for membership in, are or have been members of, or are obligated to serve in the military services are to be free from employment discrimination and retaliation. Therefore, an employer may not deny such an individual initial employment, reemployment, retention, promotion, or any benefit of employment based on this status. The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.

For more information about military leave, benefits while on leave, reinstatement, or the employee's duties regarding these matters, please contact your Provisional manager. For additional information about USERRA and the agency that enforces the Act, please see the USERRA poster on the company's bulletin board.

- **Other Leave of Absence:** A leave of absence may be granted for sufficient reason

by written request and approval by the Provisional Management.

Each employee's service is critical to providing effective service and thus, Provisional cannot allow an indiscriminate leave of absence. However, Provisional will consider requests for a leave of absence without pay. Each case is different, thus arrangements should be discussed and approved by the Provisional Management.

## Conduct

### Non-Disclosure Agreement

During the course of employment with clients of Provisional, employees may encounter proprietary or confidential information regarding the client or Provisional. Throughout employment with Provisional and following termination of this employment relationship, all Provisional employees are prohibited by the Uniform Trade Secret Act from disclosure of any of proprietary or confidential information to third parties, except as required by Provisional or federal or state law enforcement agencies. Such proprietary and confidential information shall include any trade secrets, proprietary information, business plans, customer information, customer lists, financial data, inventions or technology, policies or procedures, research, reports, software, or other types of information about the clients' or Provisional's business developed by the client or Provisional (or by employee on behalf of the client or Provisional). Upon separation of the employment relationship, each employee will return to Provisional all documents, data, software, and any other materials in his/her possession pertaining to the business of clients or of Provisional, or containing confidential information.

### Computer & Telecommunications Usage

Employees of Provisional may be given access to various systems, including but not limited to computer hardware, software, Internet and electronic mail (e-mail) access, cellular telephones, an office based telephone system, and a facsimile system owned and operated by the client in order to conduct business. Accordingly, employees should be sure to understand and comply with the client's policies regarding use of these facilities. All necessary personal communications should be made during breaks or meal periods whenever possible. No personal long distance or toll telephone calls are to be charged to the client or Provisional.

All information stored on the client's systems, including but not limited to computers, networks, voice mail, e-mail and telephone records, is considered property of that organization. The client may have the right to access and/or monitor employee and contract employee use of these systems. Based on this fact, our employees **have no expectation of privacy in these systems and are urged not to use them for purposes other than the conduct of business.**

Neither client nor Provisional telecommunications systems may be used to solicit or proselytize for commercial ventures, religious, political, or charitable causes, outside organizations, or other non-job related solicitations. These systems may not be used to create, view, access, transmit, download, display, print, or store offensive, threatening, or disruptive messages. Among the messages that are considered offensive are any messages containing sexually explicit or obscene language or content or those containing language or content prohibited by this organization's unlawful harassment policy. Similarly, these systems may not be used to threaten harm against any person or property or to criminally harass or stalk any individual. These systems are not to be utilized to generate chain letters, to post messages to multiple list servers, or for recreational game playing. Further at no time may copyrighted materials, trade secrets, confidential information, or other proprietary information be transferred through these systems without prior authorization of the client and Provisional.

Any employee in violation of this policy may be subject to disciplinary action, up to and including immediate termination of employment.

## Personal Mobile and Cellular Telephones & Other Telecommunications Devices

Employees may carry and use personal mobile or cellular telephones, or other telecommunications devices only to the extent such activity does not interfere with client policies, productivity, safety, or morale. Thus, calls and messages should be placed or received only on breaks and meal periods, absent an emergency. Ring settings should be set at vibrate or turned off to avoid interfering with the work of others. These devices may not be used to create, view, access, transmit, download, display, print, or store offensive, threatening, or disruptive messages while on company premises or while in the course of employment. These devices may not be used for the transfer of copyrighted materials, trade secrets, confidential information, or other proprietary information of this company or those we serve at any time. Any employee in violation of this policy may be subject to disciplinary action, up to and including immediate termination of employment.

## Policy Against Unlawful Harassment

Every Provisional employee has the right to work in an environment free from unlawful harassment. We trust that employees of Provisional will act responsibly to maintain a pleasant working environment, free of unlawful discrimination, allowing each employee to perform to his/her maximum potential. Harassment of any employee on the basis of his or her race, religion, color, national origin, age, sex, sexual orientation, marital status, veteran status and/or the presence of any physical, mental, or sensory disability is a serious violation of this policy and will not be tolerated. This policy applies whether the offending party is our employee, a client, a client's employee, or a customer at our client's place of business.

- ***Unlawful Harassment Defined.*** Unlawful harassment can take many forms and can include inappropriate physical assaults, threats, or verbal abuse, slurs, comments, jokes, innuendos, pictures, symbols, cartoons, messages, objects, pranks, and/or other verbal, graphic, or physical displays or conduct relating to an individual's protected status meant to harm or demean that person.
- ***Sexual Harassment Defined.*** Sexually harassing conduct may include additional conduct such as sexual advances or requests for sexual activity or dates. This conduct may also include the display, distribution, or telling of sexually oriented jokes, stories, pictures, or other graphic materials and/or suggestive or obscene gestures, including physical posturing or contact.

Harassing activity, especially if severe or repeated and unwelcome, may violate the law and Provisional's policy. Therefore, any of this conduct may result in prompt disciplinary action against the harassing employee, up to and including immediate termination of employment. There are times when this type of conduct may occur off duty and off premises, but may impact the working environment. Therefore, such conduct having a nexus to the workplace will be treated as a violation of this policy with disciplinary consequences. Finally, such prohibited activity includes conduct carried out in person, and via telephones, cellular and mobile phones, computer systems, electronic mail, and any other electronic means. If an individual feels that a violation of this policy has occurred, he or she may report the matter to his or her Provisional Manager or the Office Administrator. We assure you that whatever method you choose, your complaint will be dealt with promptly and impartially with the utmost discretion. Employees will not be penalized or retaliated against for reporting such concerns.

Unlawful harassment by our client's employee or customer will have to be dealt with by our clients through their internal process, following their policies and procedures. If an employee does not wish to return to the job, however, his or her request will not be held against them when placing them in another assignment.

An investigation of all complaints made under this policy will be undertaken immediately. Complaints will be kept confidential to the extent possible, while allowing the investigation to proceed. The complaining employee will be kept informed of the progress of any investigation and findings. He or she will be asked to refrain from discussing the complaint with other employees or those outside the investigative process in order to protect the integrity of the investigation process and reduce the risk of release of the identity of the complainant or witnesses.

Provisional will take appropriate corrective action, including disciplinary measures, when justified. Any corrective action taken will be sufficient to immediately stop the conduct and prevent any future harassment.

Unlawful harassment by a client's employee or customer must be dealt with by the client through its internal process. If an employee does not wish to return to the job, this fact will not be held against the employee in placing him or her in another assignment.

Any form of retaliation, including but not limited to derogatory comments against individuals making harassment complaints, witnesses or any other involved parties, is against the organization's policy and is strictly prohibited. Retaliatory activities will be treated as a separate violation of this policy and will subject the individual to discipline, up to and including immediate termination of employment. **No employee will suffer retaliation for reporting instances of unlawful harassment.**

## Keys to Your Success as an Employee

The following tips will help one be a successful employee at Provisional.

- **Teamwork.** Be willing to work cooperatively with co-workers.
- **Flexibility.** A helpful, flexible attitude is essential. Keep busy and ask for more work when finished with a project. Be flexible to accept new projects as the need occurs.
- **Professionalism.** Dress as a professional. Always maintain a pleasant, professional demeanor at work.
- **Punctuality.** Be on time for work.
- **Dependability.** Follow through with work assignments.
- **Follow Policies.** Comply with all Provisional work place policies. Any problems with our policies should be communicated directly to the Provisional Management.

## Discipline and Discharge

Employees are expected to meet Provisional's standards of work performance, to perform their jobs competently, to maintain satisfactory interpersonal relations with clients and co-workers, and to conduct themselves appropriately in the work place. Failure to meet these standards, in the judgment of management, may result in disciplinary action, up to and including immediate termination of employment.

Although Provisional attempts to work with employees to correct inappropriate behavior, exceptions or deviations from this procedure may occur whenever Provisional deems that circumstances warrant it. Provisional specifically reserves the right to take whatever disciplinary action it deems in its sole discretion to be appropriate, including

immediate discharge. It should be remembered that employment with Provisional is at-will. **Accordingly, either the employee or Provisional can terminate the employment relationship at any time and without cause.**

An exit interview may be conducted by Provisional with the departing employee. The exit interview may be conducted to clarify the reason for the employee's separation, and to make any necessary arrangements because of the separation.

As is noted above, disciplinary concerns arise where performance falls below expected standards. Additionally, such concerns arise where behavior violates the law or company rules and policies. By way of example and not limitation, the following conduct is strictly prohibited and will result in disciplinary action up to and including immediate discharge:

- Falsifying hours worked on the payroll attendance sheet.
- Changing the work schedule or taking time off work without prior approval from Provisional.
- Absence from work without notifying Provisional by 8:00 a.m. or at least one (1) hour before your shift (whichever is earlier).
- Refusing to follow work instructions.
- Disregarding safety instructions.
- Conducting personal business on Provisional's time. Using Provisional's equipment or supplies for personal business.
- Initiating, distributing, posting literature, posters, handbills, petitions or other notices during work time in work areas without authorization.
- Violation of our policy against harassment or any Provisional policy.
- Possession of intoxicating liquors or controlled substances on Provisional premises or reporting to work in consumption of or under the influence of these substances.
- Any act of violence on Provisional premises.
- Willful theft or destruction of Provisional property.
- Disclosure of Provisional proprietary or confidential information.
- Possession of firearms or weapons on Provisional premises.

## Safety and Security

Temporary employees must make themselves aware of any applicable safety policies or practices in any workplace to which they are assigned. The safety policies and procedures established by client organizations must be read and adhered to. If there are any questions about these matters, the employee should contact Provisional Management as soon as practical. It is our sincere hope that no employee is ever injured while on assignment. By following these basic safety rules, each employee is taking an active role in ensuring his or her own safety and avoiding injuries. Employees should always:

- Make sure they receive instructions about how to perform their duties properly and safely.
- Follow all safety rules of the client.
- Know where the first aid station is located and how to evacuate the building in case of an emergency.
- Report all unsafe conditions or injuries to the on-site supervisor, as well their Provisional manager.
- Use approved lifting techniques.
- Read any applicable Material Safety Data Sheets (MSDS) before beginning work -If chemicals or solvents are used at an assigned workplace, employees must make sure they know how to handle them properly.
- Use proper equipment or ask for assistance to reach for objects and avoid standing on office furniture, such as chairs or desks.
- Keep drawers and cabinets closed to avoid tipping or tripping hazards.
- Walk, do not run.
- Watch their step.
- Hold any handrails while using steps.
- Open doors slowly.
- Avoid obstructing walkways.
- Use good posture, adjusting chairs and position if necessary.
- Use breaks as time for proper stretching.

## Accidents and Accident Reports

If you should sustain an injury while on the job, you must notify the nearest available

Provisional Manager and/or the Office Administrator **immediately**. The supervisor will evaluate the injury, arrange any appropriate first aid, conduct any immediately necessary investigation, and contact any emergency contacts required.

## Drug-Free Workplace Policy

Provisional intends to provide a healthy work environment free of the harmful effects of drugs or substance abuse, through our Drug Free Workplace Policy. This policy requires the compliance of all employees with the following rules:

1. Employees shall not manufacture, distribute, transfer, dispense, purchase, possess, use, be in consumption or under the influence of any illegal drug while working, while on our property or while operating company vehicles or at any event we sponsor.
2. Employees shall not distribute, possess, use, be in consumption or under the influence of alcohol while working, while on our property, while operating our vehicles or at any event we sponsor where alcohol is prohibited.
3. If the employee is convicted of violating a criminal drug law for acts committed while engaged in the employer's business, he/she must report this to management no later than 5 days after the conviction.

Violation of these rules will result in disciplinary action up to and including immediate termination and may have additional legal consequences for the individual. Additionally, where an employee is found to be in consumption or under the influence of alcohol or drugs at work, we reserve the right to require assessment, testing, and compliance with prescribed treatment and performance standards as a condition of employment or re-employment, in keeping with state and federal law. Voluntary efforts by the employee to seek professional help for a problem are encouraged. Please check the description of the Medical Plan for current benefits available for substance abuse treatment.

Please refer to the company's drug free workplace policy for further details. Additionally, clients may also require compliance with their own drug free workplace programs. Employees working on these sites may be required to comply with both sets of policies.

## Travelling in Personal or Company Vehicles

Employee are not authorized to perform work for clients that involves travel of any type, including the performance of errands, deliveries, or any other travel from worksite to worksite. This includes travel by the employee's own or the client's vehicles, or by any carrier such as vans, busses, airplanes, trains, or boats. Travel by client sponsored car pool to another worksite, or any other travel, must be approved by the employee's Provisional manager in writing prior to the travel taking place. Should a client require that an employee operate his or her own vehicle or the client's at any time, the client should immediately be referred to the employee's Provisional manager. **Do not proceed without permission form the Provisional manager.**

## Conclusion

This handbook, as previously stated, was written to acquaint an employee with Provisional's general policies and work practices. This handbook contains statements of general policy subject to modification at any time; it does not contain promises of specific treatment in specific situations, nor does it change or modify an employee's at-will status. Whenever an employee has a question concerning a policy or work practice, they are to consult with Provisional Management.

## Employee Acknowledgment

This is to acknowledge that I have reviewed a copy of Provisional Services, Inc. ("Provisional") Temporary Employee Handbook. I understand that the handbook provides general guidelines and summary information about some of Provisional's personnel policies, procedures and benefits, but it is not intended to be all inclusive of our employment policies. I also understand that it is my responsibility to read, understand, become familiar with, and comply with Provisional's standards that have been established. I further understand that Provisional reserves the right to modify, supplement, rescind, or revise any benefit, or policy from time to time, as it deems necessary or appropriate, and the Handbook is not a contract.

I also acknowledge that both Provisional and I have the right to terminate the employment relationship at any time, with or without cause or advance notice, and that this employment at-will relationship will remain in effect throughout my employment with Provisional unless it is specifically modified by an express written agreement signed The President/CEO of Provisional and me. This employment relationship may not be modified by any oral or implied promise or agreement.

I understand the company's communications systems, including voicemail, telephone, facsimile, computer, network, Internet, and electronic mail systems may be accessed, monitored, reviewed and disclosed to others by the employer. I recognize that I have no expectation of privacy in these systems and consent to the employer's monitoring and disclosure practices.

\_\_\_\_\_  
Employee's Name (Please Print)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Date