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# ***Employee Handbook***



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# **Section I - OUR COMPANY**

## **1.0 Introduction**

Welcome to Trion Solutions and WFQ INC. *hereinafter referred to as the "Company"*. We would like to take this opportunity to welcome you to the Company and introduce you to some of the company policies.

The information contained in this Handbook supersedes all prior oral and written communications regarding employment with the Company. Further, the Company reserves the rights to alter, add, modify, amend, change and/or terminate the information contained in this Handbook, at any time, with or without notice to the employee.

No management official, supervisor, agent or employee of the Company, has the authority to make any agreement which is contrary to the provisions of this Handbook. Any such agreement or representation must be in writing and signed by the employee and the corporate officer of the Company.

### **1.1 Co-employment**

**Trion Solutions** and **WFQ INC.** have entered into an agreement which creates a co-employment relationship between the **WFQ INC.** and **Trion Solutions** (herein after the "Company") and its worksite employees. Trion Solutions, a Professional Employer Organization, provides payroll, human resource management, workplace safety, and benefits management services to **WFQ INC.** and its worksite employees. Questions relating to the services provided by Trion Solutions, Inc. can be directed to [hr@trionworks.com](mailto:hr@trionworks.com) or by calling 1-800-681-WORKS.

### **1.2. You're Part of Our Team**

The Company is dedicated to providing our customers with the best quality services at the best prices with the best service and to provide our worksite employees with wages and benefits comparable to others doing similar work within the industry and within the region. Any employee who provides false, incomplete or misleading information on the employment application or at any time during the employment relationship will be subject to immediate termination.

### **1.3. Core Values**

**Honesty & Integrity**

**Work Ethic**

**Positive Attitude**

**Team Player**

**Embrace Change**

### **1.4. Commitment to Excellence**

The Company's Commitment to Excellence is the foundation on which day-to-day activities and long-range strategic planning are based on. We are committed to providing products and services of the highest quality, value and fulfillment to our customers.

To be the best, the Company will:

**ASSIST** our external and internal customers to succeed by listening to, understanding and satisfying their needs and requirements.

**BUILD** long-term relationships with our customers, employees and suppliers by treating them fairly and with respect.

**PROVIDE** our employees with the necessary training and tools to improve productivity and enhance job satisfaction.

**EMPOWER** our employees to make decisions that improve individual and group performance.

**RECOGNIZE** and reward superior performance, encourage innovation and learn from our mistakes.

**WORK** to provide creative, flexible and reliable solutions to our customers and our Company's needs.

**ACHIEVE** growth and profit objectives to assure stability and security for our employees and customers.

**CONDUCT** our business in a safe and ethical manner, actively protect the environment and our employees, and encourage our employees to participate in improving the quality of life in their communities.

## **Section II – Employment Practices**

### **2.0 Equal Employment Opportunity**

The Company is an equal opportunity employer and is committed to a policy of equal employment opportunity for all persons without regard to race, color, religion, national origin, sex, age, disability, veteran status or marital status, as required by Federal, State, and/or local law. This reaffirmation is not intended to create any new remedies.

If the employee feels that he or she has been discriminated against, he or she should immediately contact his or her supervisor or management at the Company. The employee's complaint will be kept confidential to the maximum extent possible.

#### **2.1 Employment At-Will**

Your employment with the Company is "At-Will". Your employment may be terminated at any time with or without cause, and with or without notice, at the discretion of the employee or the Company. Additionally, the employment and compensation of each employee is at the discretion of the Company.

### **2.2 Harassment Policy**

The Company is committed to maintaining a work environment free from all kinds of discrimination, including sexual, racial or other forms of harassment as defined and otherwise prohibited by State and Federal law. In keeping with that commitment, we will not tolerate harassment of our employees or customers by anyone, including any manager, co-worker, vendor or customer of the Company. Employee conduct that affects tangible job benefits or opportunities, interferes unreasonably with an individual's work performance or creates an intimidating, hostile or offensive working environment is prohibited.

All employees are responsible for helping to assure we avoid harassment in the work place. To this end, employees who believe they have experienced or witnessed harassment/discrimination in the work place are required to bring the matter to the immediate attention of the company through the Complaint Reporting Procedure described in the following section of this Handbook.

The Company will investigate all such reports thoroughly and promptly. To the extent practicable, the Company will keep records and the terms of resolution confidential. If, after a thorough investigation, it is determined that harassment has occurred, or false reports were made, we will take immediate and appropriate corrective action, up to and including termination of employment.

#### **2.2.1 Definitions:**

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as sex, color, race, ancestry, religion, national origin, age, height, weight, physical or mental disability, marital status, veteran status, citizenship status or another protected group status.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other physical, verbal or visual conduct of a sexual nature when:

- a. Submission to the conduct is an explicit or implicit term or condition of employment; or
- b. Submission to, or rejection of such conduct by an individual is used as a basis for employment decisions affecting the harassed individual; or
- c. The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- d. Examples of sexual harassment may include but are not limited to explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, obscene language or gestures, displays of obscene printed or visual material, and physical contact, including brushing against another's body.

Other harassing conduct in the work place is also prohibited. This can include but is not limited to: crude or offensive language or jokes of a racial, ethnic, sexual, or other nature; verbal abuse of a sexual, ethnic, racial, or other nature; and the display in the work place of sexually suggestive or ethnically racially, or other offensive objects or pictures. Sexually, racially, ethnically offensive or related photographs, posters, drawings and graffiti are prohibited.

An employee who suspects that he or she has encountered sexual, racial or any other type of harassment must contact their supervisor and/or management immediately. Employees have the option of bypassing their immediate supervisor or any other member of management if that person is the subject of the

report or is involved in any way with the issue at hand.

Employees who are found to have participated in the harassment of another employee or customer of The Company will be subject to corrective action, up to and including immediate termination of employment.

Employees who file false reports of harassment may be subject to corrective action, as appropriate, up to and including immediate termination of employment. No employee will be put at a disadvantage in any way for submitting a good faith report of harassment or participating in an investigation.

Any manager or supervisor, who is made aware of or observes possible sexual harassment and fails to inform The Company, will be subject to disciplinary action up to and including discharge.

### **2.2.2 Complaint Reporting Procedure**

The Complaint Reporting Procedure has been developed to assist employees in resolving complaints and disputes. Use this procedure to file complaints regarding work rules, working conditions, disputes with other employees, unfair practices and any type of harassment. Complaints filed will be held in confidence and information will only be released on a need-to-know basis when conducting an investigation.

**Step 1:** Bring your complaint to your immediate supervisor or manager. This should be done within seventy-two (72) hours of the situation causing the complaint. Explain the complaint in detail and offer any solutions you may have. If applicable, outline what actions you would like management to consider correcting in the situation.

**Note:** If you feel that you cannot take your complaint to your immediate supervisor or manager, take it to the next higher level of management; ask for the Human Resources Department.

**Step 2:** You have the right to appeal the decision to the next higher level of management. All appeals must be filed in writing within ten (10) calendar days of the date you received your supervisor's decision.

This Complaint Reporting Procedure may not be used to file a complaint concerning discipline given to an employee, unless the basis of the complaint is that the employee is the victim of unlawful harassment or retaliation, or to file a complaint regarding termination of employment.

## **2.3 DRUG FREE WORKPLACE POLICY**

### **2.3.1 Purpose**

Drug and alcohol abuse can have serious consequences in the workplace. Studies have revealed that substance abusers are significantly more accident prone than non-abusers and function at significantly less than their potential mental and physical capacity. In short, substance abuse imperils the safety and welfare of co-employees and others. The Company, their clients, and each and every employee have a legitimate concern and interest in maintaining a workplace free of the effects of drug and alcohol abuse.

### **2.3.2 Policy**

It is the policy of the Company that the unauthorized manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol by any employee while on duty, reporting to duty, operating a Company vehicle, or on The Company premises is strictly prohibited. In addition, the detectable and unauthorized presence of any controlled substance in one's body is also prohibited, as is being impaired by a controlled substance or alcohol while on duty or on The Company premises. The Company premises include the parking lot or driveway of any Company facility, any Client facility, Company vehicles, personal vehicles in a Company parking lot or driveway and any personal vehicle being driven on Company business. The term "controlled substance" refers to drugs and chemical substances such as, but not limited to, marijuana, cocaine, crack cocaine, heroin, peyote, mescaline, LSD, etc. The abuse of prescription medication is also prohibited. Substances prohibited under this policy are prohibited in any form, including but not limited to pills, inhalants and beverages.

Furthermore, as a part of this policy, any employee convicted of violating any criminal drug statute related to conduct occurring in the workplace must report that conviction to his or her supervisor within five (5) days after the conviction. All employees must, as a condition of employment, abide by this policy. In addition, employees may be placed on leave or suspension during the course of an investigation. ANY EMPLOYEE WHO VIOLATES THIS POLICY MAY BE SUBJECT TO IMMEDIATE TERMINATION.

Off-the-job illegal drug use that adversely affects an employee's job performance jeopardizes employee or public safety or risks damage to The Company or its customers' property is also a violation of this drug policy. Employees who are arrested for off-the-job drug activity may be in violation of this policy. In deciding what action to take, management will take into consideration the nature of the charges, the employee's present job assignment, the employee's record with The Company, and the impact of the employee's arrest on the conduct of The Company business.

### **2.3.3 Testing**

All prospective new employees may be asked to take a pre-employment drug test as a part of their pre-employment medical exams at a collection site chosen by The Company. An applicant will be required to sign a consent agreement for this test. A positive test result or an applicant's refusal to take the test(s) will preclude that applicant from employment.

A Rapid 5 Panel test will be used for the initial test for all drugs. Blood or breath analysis will be used for the initial test for alcohol.

An employee who is involved in or otherwise causing a job-related accident which requires medical treatment may be subject to "reasonable suspicion" testing as part of the investigation into the cause of the accident. Any employee involved in or otherwise causing an accident resulting in damage to worksite property or to another's property while conducting Company business may be required to take a drug test. "Near miss" incidents where there is no personal or physical damage or injury will be evaluated and a determination will be made if there is cause to test for drugs for any or all of the employees involved.

An employee will be tested upon reasonable suspicion by The Company that the employee possesses or is impaired by alcohol, drugs or both or has drug metabolites in his or her body during work time. "Reasonable suspicion" means for the purpose of this policy that in The Company's opinion, based on observations about the appearance, behavior, speech, breath odor or job performance of the employee or any other evidence of alcohol or drug use, possession or impairment, including third party observations and reports, an employee is or may be impaired by alcohol, drugs, or both, has or may have alcohol in his or her body or has or may have drug metabolites in his or her body during work time.

Employees may be subject to random drug testing. All full-time and part-time employees may be randomly tested. A bias-free method of name selection will be used to ensure that employees to be tested are randomly selected.

Employees who test positive for drug or alcohol abuse and are not discharged but are subject to unannounced testing at any time following twelve (12) months from the date of their most recent positive test. Also, employees who work in safety sensitive jobs are subject to unannounced testing.

Any individual whose test for controlled substances or their metabolites is confirmed positive will be deemed to be in violation of this policy. A Blood Alcohol Content test will be deemed positive, and therefore the individual will be deemed to be in violation of this policy, if the BAC level is more than the lawful legal limit established by the State in which you are employed.

Employees are subject to searches of their personal property (i.e., handbags, lunch or tool boxes, lockers, etc.) when there is reasonable suspicion of a violation of this policy. Refusing to cooperate with such search is cause for disciplinary action up to and including discharge.

### **2.3.4 Rehabilitation**

The Company encourages employees to seek professional help for their drug or alcohol problems. Assistance may be obtained through organizations such as Family Services, Narcotic Anonymous, Alcoholics Anonymous and most other social service agencies and medical institutions. Employees, who seek help before their problem becomes a disciplinary matter, benefit themselves and the Company. An employee who voluntarily notifies The Company that he or she has a drug or alcohol problem may be allowed, upon request, to take a medical leave of absence to undergo rehabilitation. The Company will review an employee's request for such a leave of absence and promptly notify the employee of its decision. Some rehabilitation expenses may be covered by our sponsored health plan for those who participate in the plan. Employees should review the plan or call the Human Resources Department for more information.

### **2.3.5 Notice**

All employees will be given a copy of this policy upon implementation. This policy will be made a part of the Employee Policy and Procedures Manual for purposes of informing future employees. Prospective employees may be advised of the policy during the hiring process. Nothing in the policy is intended to alter, nor is it to be construed as altering, any employee's employment relationship with The Company.

## **2.4 Violence-Free Workplace**

The Company is committed to maintaining a safe and non-violent environment for its employees, customers and visitors that is free of threats, harassment, intimidation, physical abuse, verbal abuse and coercion. Threatening, harassing, intimidating, physically abusing, verbally abusing, stalking or coercing employees, customers and visitors are considered serious offenses that will not be tolerated. Employee conduct of this nature may be subject to immediate and appropriate corrective action, up to and including termination.

Firearms, weapons and other dangerous or hazardous devices or substances are prohibited on any The Company premises without proper authorization.

Threatening behavior consists of any expressed intention, directly or indirectly, to:

- Harm another individual or oneself

- Endanger a group of employees or others on the premises
- Destroy personal or organizational property

Violent acts and threats of violence committed during non-working hours or away from the workplace are prohibited where:

- The employee conduct adversely affects The Company's reputation, or
- The Company, in its discretion, determines that the effects of the off-duty conduct may be carried into the workplace and/or pose a threat to employees, customer, visitors, or property.

Threats made as a joke, prank, in jest or in horseplay are considered real threats under this policy and will not be tolerated.

Behavior that constitutes an imminent and direct threat includes any behavior that a reasonable person would interpret as:

- A potential physical assault or use of a weapon;
- Actions or statements that have the immediate potential for violence against persons or property (e.g. breaking or throwing objects, gesturing with a fist, etc.).

It is incumbent upon each employee to immediately report any violent act or threat of violence directed against himself or herself, any co-worker, manager, customer, visitor, or other individual on company premises, or while conducting business on behalf of The Company even where the violent or threatening act occurs away from the workplace or during non-working hours. Due to the potential for permanent injury or loss of life, employees who do not make such reports may be subject to corrective action up to and including termination.

The Company will investigate all such reports thoroughly and promptly and take whatever action deemed appropriate to protect employees, customers, visitors and property. The Company will make every reasonable attempt to preserve the confidentiality of any reported act or threat of violence within the framework of the law.

Employees are expected to cooperate in any investigation in efforts to maintain a safe workplace.

No employee may commit an act of violence or articulate a threat of violence while on Company premises, projects, in Company vehicles or during working hours, including lunch and breaks.

If a threat is imminent and direct in nature, 911 emergencies or the local law enforcement authority should be immediately contacted followed by on-site security, if available.

Any employee who articulates a threat of violence may be required to meet with an Employee Assistance Program counselor, other counselor, or physician chosen by The Company. Any information disclosed or shared with the counselor or physician will be shared with The Company to the extent deemed necessary by the counselor or physician.

When it is believed that the safety of the work area may be threatened, The Company reserves the right, at all times, and without prior notice to inspect and search any and all company property, work areas and personal belongings brought onto the company premises. Failure to cooperate in such a search will be considered

insubordination and result in corrective action up to and including termination.

The Company may occasionally find it necessary to investigate current employees where behavior or other relevant circumstances raise legitimate questions concerning a potential threat to the safety of others, or of oneself. Employees are expected to reasonably cooperate with efforts to obtain relevant information. Failure to cooperate may result in appropriate corrective action up to and including termination.

### **2.5 Open Door Policy**

To enhance open and honest communication Employees are encouraged to discuss concerns openly with Management of the Company. An employee's concern(s) and well-being are a very important component of their manager's job. If employees do not bring their concerns to the attention of their manager, the manager cannot perform this important function and the outcome could result with a negative impact to the company as a whole.

Employees should first seek verbal discussion with their immediate Supervisor. In the event a satisfactory resolution cannot be determined and the employee feels as though their manager is not able or willing to adequately address or investigate their concerns, the employee is encouraged to contact the Company Human Resource Department or [hr@trionworks.com](mailto:hr@trionworks.com).

Although, at times, it is not always possible to resolve all concerns in a manner satisfactory to all affected, the Company is committed to make every effort possible to give understanding and consideration to all employee's concerns.

### **2.6 Affirmative Action Plan Policy Statement**

The Company is committed to promoting and maintaining a diverse working environment. The Company will ensure that all personnel activities such as the recruitment, selection, training, compensation, benefits, discipline, promotion, transfer, layoff, and termination processes remain free of illegal discrimination based on race, color, religion, sex, national or ethnic origin, age, disability status, status as a disabled veteran, or veteran of the Vietnam era.

### **2.7 Immigration and Employment Eligibility**

The Company has committed to employing only those individuals who are authorized to work in the United States and do not unlawfully discriminate based on citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Company within the past three (3) years, or if their previous I-9 is no longer retained or valid.

If there are changes to your immigration status that affect your employment eligibility, or if you require an extension or change in your status, you must give adequate notice to the Company to allow sufficient time to prepare the applications and complete the filing and approval process with the relevant government agencies.

Employees with questions or seeking more information on immigration law issues should contact [hr@trionworks.com](mailto:hr@trionworks.com) for further instruction. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

### **2.8 Secondary or Supplemental Employment**

As an employee of WFQ INC., you are expected to devote your primary work efforts to WFQ INC. You are expected to work during your scheduled work hours and to meet your job requirements.

An employee may engage in outside employment, for compensation or other otherwise, on a limited basis provided such outside activities do not interfere with their work performance, completion of assigned duties, creates a conflict with the Company, or hurts the Company's reputation with its vendors, clients, the public and other shareholders.

No facilities, equipment, supplies, secretarial or other employee services furnished by the Company may be used in pursuit of outside employment without written approval from the Company.

Under no circumstances will an employee be allowed to work for a business that directly competes with the company. Any outside employment that creates a conflict of interest, in the sole judgment of the company, is prohibited. If problems arise from an employee's secondary job by interfering with his/her job performance, the employee may be asked to cease working the secondary/supplemental job or may be subject to disciplinary action up to and including termination.

Any employee seeking secondary or supplemental employment must first obtain prior approval from Management. Any approval granted under this provision shall specify the terms upon which the approval is conditioned.

### **2.9 Hiring of Relatives**

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Although WFQ, Inc and Trion Solutions have no prohibition against hiring relatives of existing employees, we are committed to monitoring situations in which relatives work in the same area. In case of actual or potential problems, WFQ, Inc. and Trion Solutions will take prompt action. This can include reassignment or, if necessary, termination of employment for one or both of the individuals involved.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

## **Section III - PAY AND BENEFITS**

### **3.0 Pay and Benefits**

It is the intent of WFQ INC. to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility.

#### **3.1 Employment Classification**

Each employee is designated as either non-exempt or exempt from federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay under the specific provisions of federal and state laws. Exempt employees are excluded from specific provisions of federal and state wage and hour laws. An employee's exempt or non-exempt classification may be changed only upon written notification by Management.

### **3.2 Overtime**

The Company will follow federal and state laws regarding your work week. If you are classified as a non-exempt employee and your actual hours worked exceed forty (40) hours in a work week, you will receive overtime compensation at one and one-half (1 1/2) times your regular rate of pay. Time not actually worked (i.e., vacation, sick, holiday, leave of absence, etc.) will not be considered as hours worked for purposes of calculating an employee's eligibility for overtime. Overtime hours must be approved prior to the hours worked by your immediate supervisor. Failure to receive prior approval may lead to disciplinary action up to and including termination of employment. If you have questions about your eligibility for Overtime Pay, please contact your immediate supervisor.

### **3.3 Office Hours**

WFQ, Inc's office hours will be directed by your manager or supervisor onsite. You are expected to be at your workstation prepared for work by your regular start time, unless otherwise directed by your manager. In keeping with Company work requirements, working hours may vary according to location and job duties. Flexible working hours will be considered and will be approved at the discretion of your manager. Any changes in your working hours will be communicated to you by your manager as far in advance as possible.

### **3.4 Performance Review and Merit Increases**

Our employee review provides you and your manager the opportunity to discuss your performance, progress, and expectations. The review evaluates you on most aspects of your job, giving recognition for a job well-done and offering suggestions for individual improvement. All new employees are on a sixty (60) day introductory period. After your introductory period, your performance on the job may be reviewed at least once a year. During your review, you will be asked to comment on the review and suggest areas of improvement. This review becomes part of your personnel file. Compensation will be based on merit and judged against mutually agreed upon goals throughout the year. However, WFQ, Inc and Trion Solutions are not required to conduct an annual review or provide any merit increases.

### **3.5 Reduction in Workforce – Layoff**

Circumstances such as a slow-down of business may make a reduction in working hours or layoff necessary. When required, notice of layoff will be provided pursuant to applicable federal and state statutes.

### **3.6 Access to Personnel Files**

The Company maintains a personnel file on each employee. The personnel file includes but is not limited to information related to the employee's job application, resume, records of training, documentation of performance appraisals and salary information. Medical information and personal medical history is housed separately in accordance with Federal and State privacy requirements.

Personnel files are the property of the Company and access to the information they contain is restricted. Only personnel of the Company who have a legitimate reason to review information in a file may do so, unless otherwise required by law. All Personnel files are maintained with the strictest of confidentiality and are kept under lock and key under the direct control of the individual appointed by the Company.

With reasonable advance notice, employees may review their own personnel files in the Company offices and in the presence of an individual appointed by the Company. To schedule a review of your personnel file, contact your immediate supervisor. Copies of documents are available at a reasonable cost per copy.

### **3.7 Paydays**

All Employees are paid on a weekly, bi-weekly or semi-monthly frequency, as determined by the Company. Each paycheck will include earnings for all work performed through the end of the previous payroll period. When a

regularly scheduled payday falls on a holiday, employees will be paid on the last day of work before the regularly scheduled payday.

Direct Deposit may be available. Employees may receive an itemized statement of wages commonly known as a "check stub" on the pay date. Employees may be offered the option to access their personal information on line by accessing the Employee Portal. Specific pay period, pay date and direct deposit information will be provided to you at time of orientation.

### **3.8 Payroll Deductions**

The Company is required to deduct from your earnings federal and state taxes on your behalf. Mandated withholdings include federal, state and local income taxes, where applicable, Social Security, and Medicare taxes. In addition to standard payroll deductions, we are required by law to comply with certain court orders, liens or wage assignments and make payroll deductions pursuant to those orders.

### **3.9 Employment Verification**

All inquiries pertaining to verification of your employment should be requested via email to [hr@trionworks.com](mailto:hr@trionworks.com). This will help expedite the verification more effectively and efficiently. Verification of Employment requests should be submitted in writing on the original form requesting the information. The Company will respond directly to the requestor and if necessary provide a copy of the verification to the employee. Verbal verifications will not be accepted to insure quality of privacy protection for the worksite employee.

### **3.10 Change of Status – Personal Information**

It is your responsibility to promptly notify your supervisor of any changes to your personal information such as your name, address, phone number, marital status or number of dependents. Keeping accurate information on file with the company is very important. Failure to inform the Company of any status change may affect your benefits or prevent the Company from providing accurate and timely paychecks and W-2s.

### **3.11 Employee Conduct and Work Rules**

To ensure orderly operations and provide the best possible work environment, The Company expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action and lead up to and including termination of employment. This list is not inclusive, and The Company reserves the right to terminate an employee at any time, for any reason, with or without cause or notice:

Any disciplinary action taken in result of employee misconduct is at the discretion of The Company. Reference in this Handbook to conduct which may result in disciplinary action, up to and including termination of employment, is in no way a limitation of The Company's ability to terminate an employee at will, with or without cause and with or without notice.

- Theft or inappropriate removal or possession of Company property or the property of others
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace

- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized absence from work station during the workday
- Unauthorized use of telephones, mail system or other employer-owned equipment
- Unauthorized disclosure of business "secrets" or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct

### **3.12 Communication Policy**

During your employment with The Company you will be communicating with co-workers, management, clients, worksite employees, and outside third parties, including representatives from federal, state and local agencies. In all your communications, regardless of what form you are using, it is important that you project a presence that reflects the Company's high professional and ethical standards and its commitment to respect, courtesy, integrity and accuracy. It is important that in your communications that you do not make any unauthorized representations, warranties, commitments, or agreements on behalf of the Company without first obtaining the approval of an appropriate member of management.

### **3.13 Dress Code**

Every employee is a representative of the Company. Personal grooming habits including attire and personal hygiene standards contribute to the morale of all employees and affect the business image. The Company presents to clients, visitors and the public. Employees are expected to present a clean, neat and professional appearance and to dress accordingly.

For purposes of this policy appropriate professional attire are confined to professional business attire or business casual attire. Suggested inappropriate office attire would include spandex pants and flip flops. Casual clothing may be worn subject to prior approval from Management. Consult management if you have questions as to what constitutes inappropriate attire.

An employee who presents themselves with inappropriate dress for the work day may be subject to being sent home unpaid to change and return to work in the appropriate business attire.

### **3.14 Smoking**

In keeping with The Company intent to provide a safe and healthful work environment, smoking is not permitted in any area of the work environment including but not limited to company vehicles and company equipment. Smoking is permitted in designated areas only and permitted while on your lunch and break period(s) only.

### **3.15 Solicitation**

To ensure a productive and harmonious work environment, persons not employed by The Company may not solicit or distribute literature in the workplace at any time for any purpose.

The Company recognizes that employees may have interests in events and organizations outside the workplace. However, in the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees may not distribute literature or printed material of any kind, sell merchandise, solicit financial contributions or solicit for any other cause during working time. Employees who are not on working time may not solicit employees who are on working time for any cause or distribute literature of any kind to them. Employees may not distribute any literature or printed material of any kind in work areas. Bulletin boards are reserved for official organization communications only.

### **3.16 Attendance and Punctuality**

Regular and punctual attendance is an essential condition of employment. You are expected to be at your assigned work area, prepared for work by your scheduled start time, unless otherwise directed by your manager. In keeping with Company work requirements, working hours may vary by location and job duties. Flexible working hours will be considered and will be approved at the discretion of your manager. Any changes in your working hours will be communicated to you by your manager as far in advance as possible.

An employee who is absent for any reason is required to notify his or her manager before their scheduled starting time. If it is impossible to call prior to the start of the day, a call should be made no more than two (2) hours after your scheduled work time.

Habitual and/or excessive absenteeism and/or tardiness will not be tolerated and is cause for disciplinary action up to and including termination. Unexcused absence of one (1) or more consecutively scheduled working days will be considered a voluntary resignation.

### **3.17 Social Media Policy**

This policy provides guidance for employee use of social media, which should be broadly understood for purposes of this policy to include blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, and other sites and services that permit users to share information with others in a contemporaneous manner.

The following principles apply to professional uses of social media on behalf of the Company as well as personal use of social media when referencing the Company.

- Employees need to know and adhere to the Company's Solicitation Policy and Internet Usage Policy found in the Employee Handbook when using social media while referring to the Company and/or Trion Solutions.
- Employees should be aware of the effect their actions may have on their images, as well as the Company's image. The information that employees post or publish may be public information for a long time.
- Social media networks, blogs and other types of online content sometimes generate press and media attention or legal questions. Employees should refer these inquiries to the HR Department or Trion Solutions Legal Dept.
- Employees should be aware that the Company may observe content and information made available by employees through social media. Employees should use their best judgment in posting material that is neither inappropriate nor harmful to the Company, its employees, or customers.
- Although not an exclusive list, some specific examples of prohibited social media conduct include:
  - Posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment.
  - Employees are not to publish post or release any information that is considered confidential or not public. If there are questions about what is considered confidential, employees should check with the Human Resources Department and/or a supervisor.
  - Social media use shouldn't interfere with an employee's responsibilities while at work. The Company's computer systems are to be used for business purposes only. When using the

Company's computer systems, use of social media for business is allowed; (ex: Facebook, Twitter, Company Blogs and LinkedIn). Excessive personal use of social media networks or personal blogging of online content is discouraged and could result in disciplinary action up to and including termination of employment.

- Subject to the applicable laws governed by the employee's resident state, after-hours online activity that violates the Company's Commitment to Excellence Policy, Core Values or any other company policy may subject an employee to disciplinary action up to and including termination.

### **3.18 Internet Usage**

Internet access to global electronic information resources on the World Wide Web is provided by The Company to assist employees in obtaining work related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage:

All internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of The Company and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in the Internet E-mail messages and other transmissions is accurate, appropriate, ethical, and lawful. Employees should have no expectation that their activities and communications via the Internet, Intranet or E-mail are private.

The equipment, services, and technology provided to access the Internet remain at all times the property of The Company. As such, The Company reserves the right to monitor Internet traffic and retrieve any data composed, sent or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone based on race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

The unauthorized use, installation, copying or distribution of copyrighted, trademarked or patented material on the Internet is prohibited. If an employee did not create the material, does not own the rights or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

Abuse of Internet access, provided by The Company in violation of law or The Company' policies, will result in disciplinary action, up to and including termination of employment. In as much as violation of law or policy is considered beyond the scope of job responsibilities, employees may also be held personally liable for violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action.

- Sending or posting discriminatory, harassing or threatening messages or images. Using the organization's time and resources for personal gain
- Sending or posting confidential material, trade secrets, or proprietary information outside of the organization
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions

- Sending or posting messages or material that could damage the organization's image or reputation
- Participating in the viewing or exchange of pornography or obscene materials. Sending or posting messages that defame or slander other individuals
- Using the Internet for political causes or activities, religious activities, gambling or any other personal use
- Passing off personal views as representing those of the organization. Engaging in any other illegal activities.

### **3.19 Use of Company Phone, Voice Mail, Computer, and Postage Systems**

Personal use of the telephone for long-distance and toll calls is not permitted. Employees should practice discretion when making local personal calls and may be required to reimburse The Company for any charges resulting from their personal use of the telephone.

Voice Mail is a business necessity at The Company and should be utilized for business related purposes only. Employees are prohibited from leaving voice mail messages to other employees or to individuals outside of the workplace, which are unprofessional in nature or otherwise offensive.

Obscene, profane, sexual, racially motivated, or derogatory language is not permitted while on the premises of The Company, while conducting business for The Company or while utilizing the voice mail system established by The Company.

The Company reserves the right to access at any time all messages or documents sent over the Internet, its' electronic mail system, voice mail system and fax machines, for any purpose. The Company also reserves the right to inspect at any time the content of computer storage media. All computer storage media, messages, documents or voice mails are considered Company records. Employees should have no expectation of privacy in any of the above information.

The use of The Company paid postage for personal correspondence is not permitted.

### **3.20 Use of Personal Cell Phones during Scheduled Work Hours**

The Company understands that many individuals utilize their cell phones for business and personal communication on a day to day basis. As a courtesy those around you and to better focus on your day-to-day work assignments the following rules apply to personal cell phone usage while at work:

- Personal Cell Phones should be kept on silent during working hours
- Limit personal cell phone usage to emergency use only.
- Check voice mail at lunch or break periods only
- No texting during working hours
- The Company prohibits the use of ear phones, ear buds or any electronic device in operation during work hours, unless related to work.
- Downloading of materials such as music or movies is strictly prohibited at your work station.

## **Section IV – Leaves of Absence**

### **4.0 Family and Medical Leaves of Absence**

The Family and Medical Leave Act (FMLA) became effective on August 5, 1993 and entitle eligible employees to take up to twelve (12) weeks of unpaid job-protected leave in a twelve (12) month period for specified family and medical reasons. If you have any questions about this policy or your rights and responsibilities under the FMLA, please contact your supervisor or the human resource representative.

#### **4.0.1 GENERAL ELIGIBILITY**

- A. Employees are eligible for FMLA leave if:
  - 1. They have worked for at least twelve (12) months; and
  - 2. They have worked for at least 1,250 hours during the twelve (12) month period immediately preceding the start of the leave.
  - 3. They work in an office at which over fifty (50) employees are employed by the Company and within a seventy-five (75) mile radius.
- B. An eligible employee is entitled to up to twelve (12) weeks of unpaid FMLA leave in a twelve (12) month period for any of the following reason:
  - 1. Birth and care of a newborn child of the employee;
  - 2. for placement with the employee of a child for foster care or adoption;
  - 3. To care for the employee's immediate family member (spouse, child or parent) with a serious health condition; or
  - 4. To take medical leave when the employee is unable to perform the functions of the employee's job because of a serious health condition.
- C. For purposes of FMLA, employees are entitled to twelve (12) weeks of leave in a rolling twelve (12) month period looking back from the first day of the new leave period. In other words, anytime an employee requests FMLA leave, his or her entitlement would be any remaining balance of the twelve (12) weeks which had not been used during the twelve (12) months immediately preceding the leave.
- D. Each eligible employee is limited to a maximum of twelve (12) weeks of FMLA leave during the period described above.
- E. Eligible spouses both employed by the Company are only entitled to a combined total of twelve (12) weeks of FMLA leave (calculated as described above) for the birth and care of a newborn child, for placement of a child for adoption or foster care, or to care for a parent with a serious health condition. If either spouse or his or her child suffers from a serious health condition, both spouses are entitled to twelve (12) weeks of unpaid FMLA leave.
- F. An eligible employee may take an intermittent leave to care for an immediate family member with a serious health condition or that employee's own serious health condition.

1. Eligible employees seeking to take intermittent leave must give as much advance notice as practicable of the need for the leave.
  2. When an eligible employee is taking intermittent leave in order to undergo treatment or to care for an immediate family member undergoing treatment, he or she must make a reasonable effort to schedule the treatment so as not to unduly disrupt The Company operations.
  3. The Company may require that an eligible employee, taking intermittent leave, transfer temporarily to an alternate position or a part-time schedule, with the same pay and benefits, which better accommodates the employee's recurring periods of absence.
  4. The Company will not permit an eligible employee to take intermittent leave for the birth and care of a newborn or the placement of a child for adoption or foster care.
- G. FMLA leave for child birth, care of a healthy newborn, or adoption or foster care placement, must be concluded within twelve (12) months from the birth or placement of the eligible employee's child.

### **4.0.2 MILITARY FAMILY LEAVE ENTITLEMENTS**

A. Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period.

B. A covered service member is:

1. a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*
2. a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. \*

### **4.0.3 Definitions**

A. A serious health condition is defined as an illness, injury, impairment or physical or mental condition that involves:

1. Inpatient care (an overnight stay) in a hospital, hospice or residential care facility, including any period of incapacity, or any subsequent treatment in connection with that inpatient care;
2. A period of incapacity of more than three (3) consecutive calendar days (including any

subsequent treatment relating to the same condition) that also involves either (a) treatment two (2) or more times by a health care provider; or (b) treatment by a health care provider on at least one (1) occasion which results in a regimen of continuing treatment.

3. Any period of incapacity due to pregnancy or prenatal care.
4. A chronic condition which (a) requires periodic visits for treatment by a health care provider; (b) continues over an extended period of time; and (c) may cause episodic rather than a continuing period of incapacity (i.e., asthma, diabetes, epilepsy).
5. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (i.e., Alzheimer's, a severe stroke, terminal stages of a disease).
6. Any period of absence to receive multiple treatment (and recovery there from) by a health care provider either for restorative surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention (i.e., cancer, severe arthritis, kidney disease).

**B. Immediate Family Member**

1. An eligible employee's spouse. For purposes of this policy, same sex-spouses will be eligible for leave to care for their spouses the same as employees with traditional spouses as well.
2. An eligible employee's biological parent. The definition does not include a parent-in-law.
3. An eligible employee's biological, adopted or foster child, stepchild or legal ward, under the age of eighteen (18) or over the age of eighteen (18) who is incapable of self-care due to physical or mental disability.

**C. Health Care Provider**

1. Any Doctor of Medicine or osteopathy, nurse authorized to practice in the State.

**D. Key Employee**

1. An employee who is among the highest paid ten (10) percent of WFQ INC. employees.

**4.0.4 Procedures for Requesting Leave**

A. All eligible employees must notify their supervisor in writing of the need for FMLA leave and the anticipated timing and duration of the leave. Employees should contact the human resource representative for the proper Request for Leave of Absence form.

1. If the leave is anticipated, an eligible employee must provide, where practicable, a thirty

(30) day advance notice.

2. If the need for FMLA leave is not anticipated, an employee must notify WFQ INC. as soon as practicable.
3. An employee planning medical treatment should consult with his or her supervisor and make every reasonable effort to schedule such treatment as to not unduly interrupt WFQ INC. schedule.
4. If an eligible employee fails to give thirty (30) days' notice for foreseeable leave and provides no reasonable excuse for the delay, WFQ INC. may delay the FMLA leave until at least thirty (30) days after the date the employee provided notice of the need for leave.
5. WFQ INC. will provide written notification to those employees requesting an FMLA leave.

B. Medical Certification

1. An eligible employee's request for FMLA leave to care for a seriously ill family member or his or her own serious health condition must be supported by a certification issued by the health care provider of the employee or the employee's ill family member.
2. Employees will be provided written notification of the need for initial medical certification. Employees may be requested to provide subsequent medical certification orally.
3. Employees will be supplied with a form to use to obtain medical certification. Information required to complete the form includes: a statement describing the serious health condition, the date the serious health condition commenced and its probable duration, and whether the employee will have to take intermittent leave.
4. WFQ INC. reserves the right of retaining a second and third opinion from a health care provider at their expense if they have reason to doubt the validity of the medical certification.
5. WFQ INC. may also request re-certification throughout the FMLA leave in thirty (30) day intervals. If re-certification is requested, the employee must respond within fifteen (15) days of the request. The re-certification is at the employee's expense.
6. An employee seeking to return from an FMLA leave prompted by his or her own serious health condition that made the employee unable to perform his or her job will be required to provide WFQ INC. with medical certification that he or she is able to return to work.
7. Failure to provide timely medical certification or recertification (i.e., within fifteen (15) days) may result in a loss of your rights under the FMLA, including the right to reinstatement or to take leave.

**4.0.5 Substitution of Accrued Time**

- A. Eligible employees are required to substitute all available paid time off for any part of unpaid

leave taken under the FMLA. Any period of paid leave taken by an employee in substitution for unpaid FMLA leave will be deducted from an employee's twelve (12) week leave entitlement under the FMLA.

**4.0.6    Benefits While on Leave**

- A. During an employee's FMLA leave, the employee will continue to be covered by WFQ INC. health care benefits. The health care benefits available to employees on FMLA leave will be subject to the same terms and conditions as other employees of WFQ INC. During FMLA leave, an employee remains responsible for any co-payments under the health insurance plan.
- B. WFQ INC. will seek to recover the cost it paid for employee health care benefits during an FMLA leave if the employee does not return to work following the leave, except in the case where an employee is prevented from returning to work due to the serious health condition or other circumstances beyond the employee's control.

**4.0.7    Reinstatement**

- A. An employee returning to work from an FMLA leave shall be placed in his or her former job or an equivalent position, with equivalent pay, benefits and duties. Taking FMLA leave will not result in the loss of any fringe benefits otherwise available to employees or any benefit that had accrued to the employee prior to take FMLA leave.
- B. WFQ INC. at their option and expense, may require that a physician or physicians of their choosing examine an employee seeking to return from an FMLA leave to determine that employee's fitness to return to work.
- C. When a "key employee" requests FMLA leave, WFQ INC. will notify that employee of the possibility that he or she may, under certain circumstances, be denied restoration to his or her original position at the end of the leave.
- D. At least three (3) days before an employee's expected return to work date; the employee should contact their supervisor to verify the return to work date.
- E. Failure to report to work after the conclusion of an FMLA leave will constitute a voluntary resignation.
- F. Employees returning from a Family and Medical Leave of Absence are not entitled to any right, benefit or position of employment other than any to which they would have been entitled to had they not taken the leave. If due to general economic conditions or restructuring of the department or division, an employee would have been laid off or terminated during the time period of the leave, such action will occur upon completion of the Family and Medical Leave.
- G. The taking of a job or performing work of any kind while on FMLA or any other type of leave of absence is grounds for immediate termination.

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections of benefits provided by such laws will apply.

Please consult the bulletin boards at your worksite for other information regarding Family and Medical Leave, or you may contact your supervisor to request forms or further information.

### **4.1 Military Service**

If you are a member of any U.S. Military branch of service or a state militia group, for example National Guard, you may take the necessary time off to fulfill this obligation and retain all your legal rights for continued employment under existing laws.

### **4.2 Personal Leave of Absence**

From time to time an employee may need to request time away from work for personal reasons. At the discretion of the company, an unpaid Personal Leave of Absence may be granted to an employee who provides a written request substantiating the reason for the leave to their immediate Supervisor. The employee should provide the following information in writing for approval:

Name, address  
Length of Leave including start date and return date  
Description of imminent emergency requiring the Leave

If a Personal Leave of Absence is granted, the duration of the leave will be for no longer than 30 days, the employee will not accrue employee benefits for the period of the leave including paid time off, sick leave pay or disability pay. The Company does not guarantee that the employee will be returned to their original position. Any unused Personal Paid Time Off will run concurrent with a Personal Leave of Absence.

Employees who are on a Personal Leave of Absence and fail to return by the expiration date will be considered a voluntary quit on the day after the expiration date. The employee will lose all previous seniority and will need to satisfy a new eligibility period for company benefits should they seek re-employment.

### **4.3 Bereavement Leave**

Bereavement leave of absence is available to all full-time employees. Up to three (3) consecutive working days off with pay at the employee's standard rate may be granted for a death in the employee's immediate family.

Immediate family is defined as spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, stepmother, stepfather and stepchildren. One (1) day of paid funeral leave will be granted in the case of the death of a spouse's grandparent or sibling or any other member of your extended family.

Management may request documentation verifying the need for bereavement leave.

### **4.4 Jury Duty**

WFQ INC. encourages employees to fulfill their civic responsibilities by serving jury duty when required.

An employee must notify his or her supervisor as soon as possible of the summons to perform jury duty. In addition, proof of service must be submitted to an employee's supervisor when the period of jury duty is completed to confirm the excused absence.

If your Introductory Period with WFQ, Inc. and Trion Solutions has been completed, you are then eligible to be reimbursed for the difference between jury pay and your regular pay, which shall not exceed eight hours per day. This reimbursement shall not exceed 120 business days.

The employee must return to work immediately after jury duty has concluded. An employee is to report for work on any regular scheduled work day on which he or she is not scheduled to serve as a juror.

## **Section V.- Employee Benefits**

### **5.0 Eligibility Period**

Upon successfully completing the eligibility period as defined as the first of the month following 90 days of consecutive employment, all full-time employees that meet the eligibility requirements of the Company will become eligible to accrue company sponsored employee benefits.

### **5.1 Health, Dental and Vision**

The Company offers a competitive benefits package. The Company may offer benefits to all full-time employees consistently working at least thirty (30) hours per week. Eligibility requirements are confirmed by the Company. If you enroll in offered benefits, you will receive specific plan benefit information in a separate benefit book. Complete information regarding the benefit plan and eligibility may be obtained from the Benefits Department. The Company reserves the right to amend or terminate any of these voluntary programs at any time.

Part-time and temporary employees are not eligible to participate in the Company's Health, Dental, Vision benefit programs, unless otherwise required by law. In the event of discrepancies between the information contained in this Handbook and the official plan document and/or master insurance contracts, the latter will govern in all cases.

### **5.2 Consolidated Omnibus Budget Reconciliation Act (COBRA)**

The Consolidation Omnibus Budget Reconciliation Act (COBRA) gives employees and their families who lose their health benefits the right to choose to continue group health benefits provided by the group health plan for limited periods of time under certain circumstances such as voluntary or involuntary job loss, reduction in hours, death, divorce or other qualifying events. Qualified individuals will be required to pay the entire premium for coverage plus an administration fee. You will receive notification by mail outlining the provisions of COBRA when you have a qualifying event.

## **VI - Safety**

### **6.0 Safety**

All near misses, accidents, including those resulting in injury, must be reported to your supervisor or the safety coordinator immediately. In most cases this must be done in writing using the appropriate required form. Ask your immediate supervisor if you are not sure of this procedure.

Failure to properly notify your worksite supervisor of any job-related illness or injury could jeopardize your treatment regimen. Always notify your supervisor promptly of any job-related near miss, accident or injury to you or to any of your co-workers. In all cases do this on the day the accident occurs; never wait until the next day!

Falsely stating or making claims of injury is a crime and may subject you to criminal prosecution for filing fraudulent workers' compensation claim. If you know of someone who has committed this fraud, please contact your supervisor and/or upper-level management. All inquiries are handled confidentially.

### **6.1 Safety Rules of Conduct:**

- Comply with safety policies and supervisor instructions
- Report unsafe conditions or equipment

- Report all injuries and "close calls" to a supervisor immediately
- Refrain from unsafe behavior or endangering other employees
- Assume responsibility for his or her conduct and actions
- Ask questions when unsure of safe work procedures
- Use all safety equipment and devices provided for his or her protection, including but not limited to Personal Protective Equipment (PPE) hair net and gloves.
- Report activities occurring in the workplace when considered unsafe or illegal
- Do not jeopardize his or her safety through drug or alcohol use
- Submit to medical care and other treatment of work-related injuries provided by The Company
- Demonstrate a positive verbal and visual example for other employees to follow

### **6.2 Company Motor Vehicle Policy**

WFQ INC. ("company") is committed to safe, accident free driving. All eligible employees who drive are required to drive a vehicle as part of their employment is responsible for its safe operation and condition; an employee is considered to be at work while driving their personal vehicle if they are conducting company business authorized by the company and recording their mileage/approved expenses for reimbursement

#### **6.2.1 Eligibility to Drive a Company Motor Vehicle:**

Employees eligible to operate a company vehicle must be able to provide the following information prior to driving the vehicle:

- a. Must provide proof of a current valid Driver's License
- b. Must be able to present a safe driving record acceptable at the discretion of the Company and its current automobile insurance carrier.
- c. Must be able to maintain an acceptable current driver license
- d. If the driver will be using his/her personal vehicle for business use, he/she must first present a copy of their current auto insurance policy along with a certificate of insurance naming the company as an additional insured on the policy.

#### **6.2.2 Loss of Driving Privilege:**

The following list, although not exhaustive, may subject an eligible employee to have their driving privileges revoked and may include disciplinary action up to and including termination of employment.

1. Abuse or misuse of any company vehicle
2. Failure to comply with all safety rules and procedures.
3. A driving record which becomes deficient during the course of employment
4. Conviction or "guilty" plea to driving while under the influence of alcohol or an illegal controlled substance.
5. Failure to perform daily vehicle safety checks.
6. Altering or attempting to tamper with the vehicles odometer system

### **6.2.3 Driver Responsibilities:**

Every employee is responsible for operating a motor vehicle within the safe guidelines outlined in this policy. Employees must know and abide by all motor vehicle laws in all areas where they operate a motor vehicle. Additionally, employees must maintain a safe, current driving record issued from the state in which they reside. If for any reason an employee's driver's license is revoked, suspended, or restricted, it is mandatory that Management be notified immediately.

#### **6.2.3.1 Safety Guidelines**

- a. It is mandatory that seat belts be worn at all times by all occupants of the vehicle. Seat Belts must be fastened prior to the vehicle being put in motion. The driver is responsible for ensuring that seat belts are worn by all workers who are passengers in the vehicle. No worker shall ride in the back of a truck or in any vehicle that does not have a seat belt. The vehicle must have enough seats and seat belts equal to the number of workers being transported.
- b. Drivers must obey all traffic laws at all times
- c. Driving under the influence of alcohol, drugs or prescription drugs will not be tolerated. Employees found to be under the influence of drugs, alcohol or prescription drugs that are found to be dangerous while operating a motor vehicle will be subject to disciplinary action up to and including immediate termination.
- d. All accidents must be reported immediately to management prior to the end of your scheduled work day.
- e. Drivers will observe all traffic laws to the fullest extent. Drivers found to be in violation of any traffic law will be responsible for all penalties, fines and costs associated with the violation.
- f. WFQ INC. strictly prohibits any driver transporting persons other than co-workers or employees of WFQ INC. while performing services for the Company.
- g. At no time is a company vehicle to be used to conduct personal business or transport outside parties for a fee.
- h. Personal use of a company vehicle is strictly prohibited.
- i. Having excessive speeding violations and/or accident history may be grounds for immediate termination of employment.
- j. Smoking is not allowed in any company vehicle.
- k. Drivers operating their own vehicles authorized for company use are responsible for ensuring that they are in possession of insurance appropriate to their vehicle.
- l. All drivers are required to perform a pre-start inspection at the start of each work day.
- m. Materials that are dangerous, such as flammable, radioactive, chemically or biologically toxic materials, will not be transported in company vehicles, unless properly packaged, marked, labeled and secured in accordance with the federal rules and regulations.
- n. Texting while driving will be subject to disciplinary action up to and including termination of employment.
- o. No eating while driving.

#### **6.2.3.2 Vehicle Maintenance**

Every driver of WFQ INC. is expected to maintain his or her assigned vehicle in a safe operating condition. The following items are routine maintenance checks that are to be performed prior to driving the vehicle.

- a. A safety equipment check is to be performed prior to the first travel of the day.
  - a. Flashlight
  - b. Three Reflective Triangles
  - c. Fire Extinguisher

- d. First Aid Kit
- e. Ice Scraper/Snow Brush
- f. Bungee/tie down cords
- b. Ensure that a copy of the current State Registration of the vehicle is in the glove box of the vehicle.
- c. Ensure that a copy of the current Proof of Automobile Insurance is located in the glove box of the vehicle.
- d. Oil changes are recommended every 4,000 miles
- e. Rotation of tires should be done on every other oil change
- f. If an inspection identifies a serious mechanical issue, contact Management immediately.
- g. Bumper stickers are not allowed on any company vehicle
- h. At the end of the day, vehicles are to be stored with all windows closed, and doors locked.
- i. Do not leave merchandise and equipment in open view.
- j. Driving outside of your immediate assigned area is strictly prohibited without prior management approval.
- k. Company vehicles

### **6.2.4 What to do in case of an accident**

- Immediately, assess the scene for
  - Injuries
  - damage
  - Avoid obstructing traffic, if possible.
- Notify the police by dialing 911 and report any injuries and request medical assistance if necessary.
- Turn emergency four-way flashers (hazards) on and place reflective warning triangles to warn off a traffic hazard, as necessary.
- Be polite, professional, and cooperative at all times during the investigation. Provide the requested information (name, address, etc.) to the other party, if any, and to the police, if present. Ensure that you receive complete information from the other party, if any.
- Complete the company accident report form with your supervisor ASAP after the accident so the details are fresh in your mind.
- All accidents must be reported immediately to the supervisor.
- In cases involving police, ask the officer for a report number. Include this report number on the company accident report form, to be submitted to the supervisor.

Gather information from all witnesses such as name, address, contact phone number and /or statements.

### **Section VI – Receipts and Acknowledgements**

#### **7.0 Receipt of Employee Handbook**

This acknowledges I have received a copy of The Company Employee Handbook and Drug Free Workplace Policy. As an employee of The Company, I acknowledge that I have read this Handbook, and have asked my supervisor and/or management about any portion of this Handbook I do not understand.

I understand that the information contained in this Handbook supersedes all prior oral and written communications regarding employment with The Company. Further, I understand that The Company reserves the right to alter, add, modify, amend, change and/or terminate any or all of the information contained in this Handbook, at any time, with or without advance notice to me. I also understand that this Handbook does not constitute an employment contract.

I understand that my employment may be terminated at any time with or without cause, and with or without notice, at the option of either: The Company or me. In addition, my employment and compensation is at the discretion of The Company.

I further understand that no management official, supervisor, agent or employee of The Company, other than corporate officer has the authority to make any agreement which is contrary to the provisions of this Handbook. Any such agreement or representation must be in writing and signed by me and the corporate officer.

If I have any questions about this employment relationship, I understand that I should ask my supervisor and/or management for answers to my questions.

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Print Name

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Employee's Signature

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Date

### **7.1 Drug Free Workplace Policy Acknowledgement**

I acknowledge that I am in receipt of the Company's Drug Free Workplace Policy and I have read the policy in its entirety. I have had an opportunity to ask questions and am satisfied that I fully understand the policy and practice of a Drug Free Workplace Policy. I also hereby acknowledge and agree to employment under the conditions set forth herein the policy.

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**Print Name**

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**Employee Signature**

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**Date**

### **7.2 No Harassment Policy**

I acknowledge receipt of the No Harassment Policy explained in this Employee Handbook. I have read the policy, fully understand the policy and agree to adhere to the policy, and I agree to employment under the conditions explained and published within the policy.

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**Print Name**

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**Employee Signature**

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**Date**

### **7.3 Confidentiality Agreement**

#### **CONFIDENTIALITY AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made and entered into effective as of \_\_\_\_\_, 2019, by \_\_\_\_\_ ("Employee"), in favor of WFQ INC. its subsidiaries, affiliates, successors and assigns (collectively "Employer").

#### **RECITALS:**

- A. Employee is currently employed by Employer as an "at will" employee;
- B. The execution and delivery of this Agreement is a condition precedent to Employee's continued employment with Employer;
- C. Employer provides services and products to clients and customers throughout the State of Michigan;
- D. the Employer has invested substantial time, effort and capital in developing its services and products for its clients and customers and the Employer's efforts in developing those services and products have generated goodwill and client and customer relationships through its use of the Employer's Confidential Information; and,
- E. the Employee has been employed in a position of trust and confidence by the Employer and the Employee has been trained on and has had access to the Employer's Confidential Information, all of which is highly confidential and unknown to the Employer's competitors;

NOW, THEREFORE, for and in consideration of the foregoing Recitals, the Employee's continued employment with Employer, the mutual covenants and agreements set forth below and other good and valuable consideration, the adequacy of which are acknowledged, Employer and Employee agree as follows:

1. Employee covenants, warrants and agrees, for the benefit of Employer, that Employee shall not, either directly or indirectly:
  - a. use, publish, disseminate, distribute or otherwise disclose any Confidential Information (defined below). Notwithstanding this clause (e), Employee may disclose Confidential Information if required (and then only to the extent required) by applicable law; provided, however, that prior to any such disclosure, Employee must provide Employer with written notice of such pending disclosure, sufficiently in advance thereof so as to allow Employer a reasonable opportunity to contest such required disclosure; and further, that in connection with any such required disclosure, Employee must use reasonable efforts to cause the intended recipient to treat the Confidential Information required to be disclosed confidentially and otherwise in accordance with this clause (e).

As used in this Agreement, the term "Business" means the services, products and business offered by and conducted by Employer prior to and during the period of employee's employment.

"Confidential Information" means any and all information, regardless of nature or kind, which in any way is related to or concerns Employer or the Business (including, without limitation, information relating to the Employer's trade secrets, marketing strategies, pricing, methods of operation, distribution processes, source of supplies,

operating and other cost data, customer lists and customer contacts, agreements and their terms and conditions, and any other information which is not generally known), whether disclosed orally or in writing, and whether learned, acquired or known by the Employee prior to or after the date of this Agreement, except that which the Employee can demonstrate: (a) prior to the date of this Agreement, was generally publicly available; or (b) after the date of this Agreement, (i) becomes publicly available without fault of or action on the part of Employee, or (ii) is acquired by Employee from a third party, free of any restrictions as to its disclosure.

2. The parties intend that the covenants set forth above shall be a series of separate covenants with respect to Employer. The parties acknowledge and agree that the covenants are reasonable and valid in geographical and temporal scope and in all other respects. If any court determines that any covenants, or any portion of any such covenants, are invalid or unenforceable, the remainder of the covenants shall not be affected and shall be given full force and effect, without regard to the invalid covenant or the invalid portion. If any court determines that any covenant or any portion of any such covenant, is unenforceable because of its duration or geographic scope, such court shall have the power to reduce such duration or scope, as the case may be, and to enforce such covenant or portion in such reduced form.
3. The parties covenant and agree that in the event of a breach or attempted breach of any of the covenants set forth herein, in addition to any and all legal and equitable remedies immediately available, such covenants may be enforced by a temporary and/or permanent injunction in an action in equity. The parties acknowledge that the remedy at law for a breach or threatened breach of any of the covenants would be inadequate.
4. This Agreement shall not be assignable by the Employee and does not amend, modify or change Employee's status as an "at-will" employee of Employer.
5. This Agreement shall be binding on and shall inure to the benefit of Employer, and its successors and assigns.
6. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan, without regard to its conflict of laws principles.
7. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Facsimile or PDF copies of signatures to this Agreement shall be deemed to be originals and may be relied on to the same extent as the originals.

IN WITNESS, WHEREOF, Employer and Employee have executed this Confidentiality Agreement effective as of the date first written above.

**Employer**

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*Name/Title*

**Employee**

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*Name*