

Smith Staffing, Inc.
Policy and Procedure Manual



This manual is merely a summary of current policies of Smith Staffing, Inc.. Nothing in this manual alters the fact that all employees of the company are employed "at will". Employment may be terminated with or without cause or notice at the will of either the employee or company. Neither this manual nor any of its contents is an employment contract, an offer to enter an employment contract, or provides employees with any contract rights.
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DON'T BE A "NO CALL—NO SHOW"

BE ON TIME

DRESS FOR WORK

GO EVERY DAY

FOLLOW INSTRUCTIONS

IF YOU DON'T KNOW, ASK

BE PROFESSIONAL

COMMUNICATE

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WELCOME TO SMITH STAFFING, INC.

Welcome to Smith Staffing, Inc.. At Smith Staffing, Inc., we are optimistic about the future and hope that your employment with us will be mutually rewarding. We look forward to an enjoyable and productive working relationship with you.

It is our goal at Smith Staffing, Inc. to outperform the competition in the areas of employment, service and safety. Pursuant to this goal, we strive to provide high quality services to our clients and customers. The work and attitude of our employees is important to the success of our company.

This manual has been prepared for employees of Smith Staffing, Inc.. As an employee of Smith Staffing, Inc., you should review the manual and become familiar with all of the policies. Following your review of the manual, you are to sign and return an Acknowledgement Form that will be provided to you. (A copy of the form can be found at the last page of this manual.)

This manual is only a summary of current personnel policies of Smith Staffing, Inc. compiled for convenient reference. Neither the manual nor any policy set forth herein is a contract of employment, an offer to enter into a contract of employment, or provides employees any contract rights. No contract of employment is being offered or implied. No contract of employment is valid and binding on the Company unless it is in writing and signed by the President. You are an employee of Smith Staffing, inc. an Oklahoma Corporation. You are on assignment to our client and represent Smith Staffing, inc.. There is no guarantee of the length of the assignment. Your assignment is based first by our clients needs as well as your performance while on assignment including performing the tasks assigned, reliability, attendance and attitude to name a few qualities required.

You are an employee of Smith Staffing, inc. and when you are on assignment to a Smith Staffing inc. client you remain an employee of Smith Staffing, inc.. Our client will supervise your work activity as a Smith Staffing, inc. employee and you will comply to their established rules, regulations and safety policies while on the assignment and/or on the job location. When your assignment ends with the Smith Staffing, inc. client you still remain a Smith Staffing, inc. employee and eligible for a new assignment unless informed otherwise by a corporate employee at the Smith Staffing office. All employees of Smith Staffing, Inc. are "at will" employees. This means that Smith Staffing, Inc. may terminate the employment of any employee at any time for any reason, or no reason at all, and the employee may terminate their employment at any time for any reason, or no reason at all. Employment is for an indefinite period and is subject to change in conditions, benefits, and operating policies.

The information contained in this document is in summary form and is intended to give you an overview of what is expected. Many items covered here may be covered in more detail in other company documents, which documents are controlling. Smith Staffing, Inc. reserves the right to at any time supplement, revise, revoke or rescind any part or all of this manual or any or all of the benefits or policies set forth herein.

Smith Staffing, Inc. reserves sole discretion to interpret this manual, make any changes or revisions to any policy or benefit contained in this manual.

EMPLOYMENT POLICIES

Statement of Equal Opportunity

Smith Staffing, Inc. is an equal opportunity employer and will not discriminate in recruiting, hiring, training, promotion, transfer, discharge, compensation or any other term or condition of employment on the basis of race, religion, color, age, sex, national origin, or on the basis of disability if the employee can perform the essential functions of the job, with a reasonable accommodation if necessary. Any employee who is aware of discriminatory conduct or who has any concern about a possible violation of this policy should immediately report the conduct or concern to his or her supervisor, designated human resource personnel or any corporate staff member.

Discrimination and Harassment

Smith Staffing, Inc. disapproves of and strictly prohibits comments or actions by anyone that may create an offensive or hostile work environment for any employee because of the employee's race, color, religion, age, sex, marital status, national origin, disability, ancestry, or medical condition. This policy extends not only to prohibiting unwelcome sexual advances and offensive sexual jokes, innuendos, or behaviors, but also prohibits offensive conduct related to or based upon factors other than sex.

Employees who believe they are victims of harassment, discrimination or who are aware of harassment, discrimination should immediately report the situation to a supervisor, the director of human resources, a designated human resources representative or any manager or corporate officer. An employee who thinks he or she is a victim of harassment may discuss the offensive conduct with the offender(s) before reporting it to management, but is not required to do so.

Smith Staffing, Inc. will promptly investigate complaints or reports of harassment, discrimination. The investigation will be conducted, and complaints will be handled in a confidential manner to the extent realistically feasible. When warranted by the investigation, Smith Staffing, Inc. will take immediate and appropriate corrective action. Such action may include disciplinary action against the offender(s), which may range up to and include dismissal, depending on the severity of the conduct as assessed by Smith Staffing, Inc..

No retaliation will be permitted against an employee who registers a complaint or reports a harassment or discrimination incident, or against any employee who provides testimony as a witness or who otherwise provides assistance to any complaining or reporting employee, or who provides assistance to Smith Staffing, Inc. in connection with the investigation of any complaint or report.

After Smith Staffing, Inc. has taken appropriate corrective action to resolve a complaint or report of harassment or discrimination Smith Staffing, Inc. will make follow-up inquiries after an appropriate interval to ensure that the harassment has not resumed and retaliation has not been suffered. However, victims and witnesses are not required to wait for follow-up. If harassment resumes or retaliation occurs, the victim or witness is encouraged

to contact an appropriate Smith Staffing, Inc. supervisor, human resources representative, officer or other company manager immediately so Smith Staffing, Inc. may promptly and effectively act.

Immigration Law Compliance

Smith Staffing, Inc. is a E-Verify participant and is required by federal immigration laws to verify the identity and work authorization of all new employees. In keeping with the obligation, documentation that shows each person's identity and legal authority to work must be inspected. As of 09/04/2018 Smith Staffing inc will begin using the E-VERIFY system to confirm our employees are eligible to work in the United States. Each new employee must also attest to his/her identity and legal authority to work on an I-9 Form provided by the federal government. This verification must be completed as soon as possible after an offer of employment is made and in no event more than three (3) business days after an individual is hired and before the individual begins work. A copy of this form will be provided to you for your completion. All offers of employment with Smith Staffing, Inc. are conditioned upon furnishing evidence of identity and legal authority to work in the United States in compliance with the federal law. Providing falsified documents of identity and eligibility to work in the United States will result in cancellation of your consideration for employment or dismissal if employed. Every rehired employee must also satisfy this requirement. It is the employee's responsibility to ensure that the work authorization on file is current. The Department of Homeland Security recommendation is to apply for renewed authorization a minimum of ninety (90) days in advance of expiration. Inability to provide renewed authorization on or prior to the expiration date of the original document will result in the employee's immediate termination.

Drug-Free Workplace

Smith Staffing, Inc. is committed to providing a work environment that is free from alcohol, illegal drugs, and prescription or over-the-counter drugs that impair the performance of essential job functions or increase risk of injury, death, or property loss. The costs of alcohol and drug abuse are staggering and are manifested by accidents, tardiness, absenteeism, property damage, increased occupational injury costs, increased health insurance costs, decreased productivity, the cost of replacing and retraining new employees, and employee theft. In an effort to minimize the effects of alcohol and drugs in the workplace, Smith Staffing, Inc. has adopted the following policy.

A. The following are prohibited:

- i. Purchase, use, possession, distribution or being under the influence of alcohol on Smith Staffing, Inc. or client property, during working hours or at any time while on Smith Staffing, Inc. business.
- ii. Purchase, sale, possession, use, manufacture, distribution or being under the influence of any illegal drug at any time during your employment by Smith Staffing, Inc.; or
- iii. Use or being under the influence of any prescription or non-prescription (over the counter) drug that may adversely affect your performance of the essential functions of your job or increase the risk of injury, death or property loss of you or others.

- iv. Purchase, sale, use, distribution or possession, during working hours or while on company business, of any drug paraphernalia, including, but not limited to, any tools, equipment, supplies or materials used, designed or intended for the illegal or improper use of any drug.
- v. Reporting to or being at work with a measurable quantity of any alcohol, drug, intoxicant or narcotic in the blood or urine (except for any prescribed or over-the-counter drug of the type and at a level determined in the sole opinion of Smith Staffing, Inc. or its designee as neither interfering with performance of essential job functions nor increasing the risk of injury, death or property loss of you or others).

B. Any employee of Smith Staffing, Inc. who at any time during his or her employment with Smith Staffing, Inc. is charged with, or convicted of, violating any law, the basis of which violation in any way involves the use or being under the influence of alcohol or any drug shall immediately report the charge or conviction to his or her immediate supervisor or any company official and in all cases, no later than the beginning of the next work day.

Violation of any part of this policy (or any charge or conviction described in "B") may result in disciplinary action, up to and including termination of employment.

Confidentiality of Information

Confidential information of Smith Staffing, Inc., of any nature and in any form whatsoever, including, but not limited to, all data or information that is competitively sensitive or is not generally known or available to the public, client lists and files, and personnel records and data, shall be kept confidential and private and shall not be removed from Smith Staffing, Inc. premises without the prior written authorization of Smith Staffing, Inc.. Such confidential information shall only be used for the benefit of Smith Staffing, Inc. and its interests.

Employee Investigations

Smith Staffing, Inc. recognizes the importance of employees who are honest, trustworthy, qualified, and reliable. For purposes of furthering these concerns and interests, before hiring an individual, Smith Staffing, Inc. reserves the right to investigate the individual's prior employment history, personal and/or business references, educational background, and or other relevant information that is reasonably available. In hiring for certain positions, Smith Staffing, Inc. may review an applicant's credit report and criminal background, if any. Consistent with these practices, all job applicants will be asked to sign a Release of Information Authorization, which will include a release of liability for disclosure of information by a third party. To the extent permitted by law, Smith Staffing, Inc. reserves the right to exclude any applicant from consideration for employment, where the applicant refuses to sign the Release of Information Authorization form as requested.

In addition, Smith Staffing, Inc. may find it necessary from time-to-time to investigate current employees, where behavior or other relevant circumstances raise legitimate questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of co-employees or others. Where appropriate, these investigations may include credit reports and criminal records, including appropriate inquiries about any criminal investigation or arrest that is pending further proceedings. Employees subject to such

investigations are required to reasonably cooperate with Smith Staffing, Inc. to obtain relevant information, and may be subject to disciplinary action, up to and including termination, for failure to do so.

All employees are strongly encouraged to immediately report any incidents of potentially threatening, harmful, or criminal behavior of co-employees, supervisors, customers, clients, vendors, or visitors.

Workplace Violence

The following are prohibited and will not be tolerated of any employee on Smith Staffing, Inc. premises or while on Smith Staffing, Inc. business:

- a. Any direct or indirect harassing, intimidating, abusive or threatening language, actions or behavior.
- b. Any direct or indirect plan, threat or act of violence, injury, death or property damage (including, but not limited to fistfights, wrestling or other forms of physical fighting with or without weapons).
- c. Possession, use or display of a weapon on company premises or while on company business.

Any employee violating this policy will be subject to disciplinary action, up to and including termination of employment.

Safety Policy

Our Applicant / Employee Brochure will be given to our applicants/employees and provides a summarized description of daily, weekly and operational guidelines. A copy is located in this Policy & Procedure Manual prior to the Acknowledgment Form on the last page.

Smith Staffing, Inc. wants every employee to enjoy a safe workplace. Employees must comply with all safety rules and policies (and rules and policies of clients when on client premises) and all requirements of OSHA- the Occupational Safety and Health Act.

In accordance with applicable law, Smith Staffing, Inc. has established a safety committee to constitute and have such duties as defined by applicable state law. Employee members of the safety committee will be paid for their time while attending committee meetings or while otherwise engaged in committee duties. Employees must comply with the injury prevention program adopted by the safety committee.

Please observe Smith Staffing, Inc. safety rules in every phase of your work, with particular emphasis on proper lifting techniques when handling heavy objects. You are required to participate in the safety effort of Smith Staffing, Inc. by working safely and attending safety sessions when offered. Incidents involving personnel are reviewed on a regular basis to identify safety hazards. If you should have an incident or injury or observe an

unsafe condition, report it to your supervisor immediately, no matter how insignificant it may seem. Your particular job requirements may include additional specific safety guidelines, which you are required to observe and practice with no exceptions. You will not be subject to reprisal or retaliation for reporting unsafe conditions to management or outside enforcement authorities.

The following guidelines have been established as a part of Smith Staffing, Inc.'s safety policy:

- The safe way is the right way to do each job. Shortcuts are not the way.
- Know your job procedures. If in doubt, ask your supervisor.
- Operate equipment only as authorized and with all safety guards in place.
- Report unsafe acts to your supervisor before someone is injured.
- Report unsafe conditions immediately to your supervisor.
- Report unsafe equipment to your supervisor right away. Do not attempt repairs no matter how skilled you feel you are.
- Report any incident right away (even if no injury) to your supervisor.
- At the scene of an incident, be helpful, courteous, and avoid argument or discussion of the situation. Get your supervisor immediately (documenting conditions helps us help you).
- Get medical aid even for small injuries. Delay can make it worse.
- Arrive at work rested, clean, and in good health. Be able to give full attention to your job.
- Report infections to your supervisor (which can be evidenced by conditions such as: skin eruption, boil, sore throat, vomiting, fever, etc.).
- If you feel ill at work, report to your supervisor. Get medical aid to protect yourself and others. Keep health tests up to date.
- Follow guidelines for health in the prevention of communicable diseases. These guidelines are for your health and safety and those with whom you work.
- Warning signs help you prevent incidents. Obey them! Remind others, too.
- If using chemicals, read labels carefully to follow safety warnings, mixing instructions, etc.
- Horseplay is NOT allowed. Practical jokes can cause serious injury.
- You are required to observe all safety notices posted and any specific safety requirements for your particular job.
- Violent acts in the workplace, including threats and intimidation are NOT allowed. This includes all threats, verbal or physical. Any such occurrences should be immediately reported to management.

Reporting Injuries

To ensure that proper attention is given and appropriate action taken when an injury occurs within the workplace, please follow these procedures:

1. Report the injury to your on-site supervisor immediately. If your supervisor is not immediately available, report to the manager or other authorized person. Seek or obtain medical attention if required.
2. Report the injury to your Smith Staffing, Inc. supervisor and/or designated human resources representative within 24 hours, or as soon as practical. Worker's Compensation laws require the processing of claims within reasonable time frames. All injuries/accidents MUST be reported promptly for claim submission.

3.If you are involved in or are a witness to an incident, you should provide information in order for the appropriate report to be completed. Please be aware of the importance of immediate action in recording all details of the incident.

Incident Reports

An incident/accident report must be filled out and signed by any employees who witness an incident or injury immediately following the occurrence. Failure to do so may result in disciplinary action. This policy is important to the safety and well being of all our employees.

During Work Activities

You must observe and comply with the following:

1. Use CAUTION when lifting any item. A two-person team must handle packaged or heavy items. Lifting heavy items requires a two-person lift. Remember, lift with your legs, not your back! Use assistive equipment, such as a dolly, when transporting heavy objects. If in doubt, consult your supervisor.
2. Do not use any existing or new equipment that you have not been trained to use.
3. Observe all safety precautions and/or manufacturer's specifications prescribed for use of equipment. Always consult your supervisor if in doubt.
4. All material handling will be in accordance with manufacturer's specifications for loading, unloading, and moving. Materials stacking shall not exceed authorized heights as prescribed by management, and no non-banded or non-interlocking materials may be stacked higher than can be safely reached while standing on the ground.

EMPLOYEE RESPONSIBILITIES

Hours of Work Schedule

The hours of your scheduled work shift will largely be determined by the operational needs of the department in which you are assigned. Some departments will have regular schedules, which rarely change from week to week and other departments will have schedules that vary to meet the needs of the department or client of Smith Staffing, Inc. If an employee has a specific schedule request, efforts may be made to accommodate that request, taking into account the operational needs of the department or client of Smith Staffing, Inc. as a whole. However, in all events, work schedule and schedule changes are determined at the sole discretion of the client and Smith Staffing, Inc..

Every employee is responsible for knowing and following his or her work schedule, including, but not limited to, reading the schedule and schedule updates or changes, knowing start and end times or workdays, shifts, and breaks, complying with such times, and knowing when meetings are and attending such meetings on time. It is

your responsibility to, if applicable, clock in and out at the designated times on your schedule. Any desired schedule changes must receive prior approval from your supervisor.

Attendance and Punctuality

When you accept a position with Smith Staffing, Inc. you assume obligations. The first obligation occurs if for some reason before your assignment begins you need to cancel you must contact our office as soon as possible. If you fail to notify a Smith Staffing representative and a No Call/No Show event occurs you will be placed inactive and terminated. Another one of those obligations is to perform the duties of your position during the times specified. You are expected to be punctual and keep absences to a minimum. Failure to report, unjustified or excessive absence or tardiness may result in discipline, up to and including immediate assignment termination and/or discharge from Smith Staffing, inc.. Additionally, punctuality and attendance are factors that may be taken into account when determining promotions, salary increases and qualification for other benefits.

Absenteeism

Definition of Absence: Absence is any time (other than tardiness described below) that you are scheduled to work and you fail to be present at the designated work location for all of the scheduled time or shift or if you fail to report to your workstation more than 60 minutes late. It includes time off for sickness, but does not include pre-approved time off for vacation, or leaves of absence, or for designated holidays when you are not scheduled to work.

Reporting Procedure: In case of an absence, you must first notify your supervisor, department manager or facility manager. Notification must be given each day you do not report to work at least one (1) hour prior to the beginning of your scheduled shift. If you must be absent after you report to work, notification must be given when you first learn that you must leave work, but (except in an emergency) no later than one hour before you must leave work. It is your responsibility to personally make the contact unless you are physically unable to do so, in which case, you should have someone else make the contact for you. You must give the reason for your absence and the expected date of your return.

One or more unreported or unjustified absences within any 12-month period may result in disciplinary action, (up to and including termination of employment). If you are absent for 5 consecutive days without reporting to work or contacting your supervisor, you will be considered to have voluntarily resigned without notice at the end of the third day and your position may be filled.

Note: If you can provide an acceptable explanation, this policy may not apply. Such explanation may require substantiation and/or verification from sources other than you.

Excessive Absenteeism: Even if an absence is reported, you may be subject to disciplinary action (up to and including termination of employment) if you miss work too often. Examples of excessive absenteeism include, but are not limited to:

- A. Twelve full or partial days absent, consecutive or not, in any 12-month period.
- B. Three full or partial days absent, consecutive or not, in a 30-day period.

C. Five full or partial days absent, consecutive or not, in any 6-month period.

Smith Staffing, Inc., in its sole discretion, will determine excessive absenteeism. Unless determined by Smith Staffing, Inc. to be an abuse, time off for medical/dental appointments, school activities (for you or your children), or other personal business will not be counted as excessive absenteeism if your supervisor approves it at least three business days in advance. However, this time off will be documented as an absence.

Tardiness

Definition of Tardiness: You are tardy any time you arrive at your workstation, or are not appropriately groomed, dressed and ready to work, at the beginning of your scheduled shift. Tardiness also includes returning late from breaks or meal periods. If you are more than 60 minutes late, it will be considered an absence.

Reporting Procedure: If you must be late for work, it is your responsibility to personally contact your supervisor at least one (1) hour prior to the beginning of your scheduled work shift unless you are physically unable to do so. If you cannot call, have someone call for you. Failure to report your tardiness will count toward excessive absenteeism or excessive tardiness, as the case may be.

Excessive Tardiness: Even if tardiness is reported, excessive tardiness will result in disciplinary action, up to and including termination. Examples of excessive tardiness include, but are not limited to:

- A. Any tardiness on any three days in any 30-day period.
- B. Any tardiness on any five days in any 3-month period.
- C. Any tardiness on any twelve days in any 12-month period.

Availability

It is your responsibility as an employee of Smith Staffing, Inc. to notify and update Smith Staffing a minimum of twice weekly of your availability. If you fail to contact us by phone, face to face or a verified email you will be considered unavailable for work and your employment status will be inactive due to Voluntary Termination based solely on the employee's decision.

Conduct

The maintenance of extremely high standards of honesty, integrity, performance and conduct is essential to the proper performance of our business, the satisfaction of our clients and the maintenance of our clients' trust. Smith Staffing, Inc. expects its employees to have careful regard for our standards and avoid even the appearance of dishonesty or misconduct. Our employees are expected to conduct themselves at all times in a professional and courteous manner, to exercise good judgment in the discharge of their responsibilities, and to conduct themselves in a manner that can be supported by management.

Any misconduct or violation of the policies in this manual or otherwise of Smith Staffing, Inc. may result in disciplinary action up to and including termination of employment. Following are examples of conduct that may result in such disciplinary action:

1. Unsatisfactory or careless performance or neglect of duties.
2. Failure to use or maintain Smith Staffing, Inc. or client property in a proper manner.
3. Altering, removing or destroying Smith Staffing, Inc. or client records and/or property.
4. Deliberate or careless damage to Smith Staffing, Inc. or client property.
5. Inappropriate, malicious, disparaging or derogatory oral or written statements concerning Smith Staffing, Inc., or any of its clients, employees or representatives.
6. Falsifying personal, client or Smith Staffing, Inc. records, including any employment application or other employment information, or any other records or documents related to the Smith Staffing, Inc., its business or any of its clients, employees or representatives.
7. Excessive tardiness, absenteeism or abuse of any paid time off policy.
8. Failure to give proper notice of an expected absence.
9. Dishonesty of any kind, including theft or misappropriation of property of Smith Staffing, Inc., its employees, or past, current or prospective clients or representatives.
10. Possession, use or display of any weapon on Smith Staffing, Inc. premises or while on Smith Staffing, Inc. business.
11. Possession, use or being under the influence of drugs or alcohol on the premises or while on Smith Staffing, Inc. business.
12. Any conduct endangering, or any verbal or nonverbal threat to endanger, property, life, safety or health.
13. Disrespect for management, or any supervisor or employee or client of Smith Staffing, Inc., including insubordination, failure to perform any reasonable assignment, or obscene or abusive language or behavior.
14. Willful violation of HIPAA privacy laws.
15. Violations of Smith Staffing, Inc. harassment policy or any other form of unlawful or unethical conduct, harassment or discrimination.
16. Off-duty or pre-employment conduct that reflects or may adversely reflect on Smith Staffing, Inc. if the employee were to remain employed.

These examples are not all-inclusive, but merely illustrate the kind of conduct that may be detrimental to Smith Staffing, Inc., its clients or employees. Employees may be discharged or disciplined for conduct not specifically mentioned in this manual, as determined in the sole discretion of the Smith Staffing, Inc..

Customer Relations

As an employee, you make a major contribution to our business growth. Your honesty, integrity, and competence in performing your job are necessary for customer satisfaction. Your ability to develop positive customer relations is essential to our job performance. If your duties include a support role, other employees should be treated as customers.

Appearance

Your personal appearance is an important part of the way you represent Smith Staffing, Inc. to the public. Customers form an opinion of Smith Staffing, Inc. from your appearance and attitude. Neat and conservative attire creates a favorable impression. Please refrain from eating, smoking, or chewing gum in the presence of customers. Such actions may be offensive to customers and portray an unacceptable image.

These are the factors you should consider:

1. Maintaining the highest standards relating to personal hygiene, including regular bathing and use of deodorant, brushing of teeth and using mouthwash as necessary, maintaining clean hands and fingernails at all times and the moderate use of cosmetics.
2. The nature of the work.
3. Safety considerations, such as necessary precautions when working near machinery.
4. The nature of the employee's public contact, if any, and the normal expectations of outside parties with whom the employee will work.
5. The prevailing practices of other workers in similar jobs.
6. The requirement of the Smith Staffing, Inc.'s management that all employees are expected to exercise good judgment and dress appropriately for their jobs.
7. Any bandage worn must be kept clean and changed as often as necessary or appropriate. An employee with an open sore or wound is not permitted to handle any food products and may be restricted from other activities, especially in the health care area.

Please note: Your particular job may include more specific requirements, which will be provided by your supervisor.

Use of Smith Staffing, Inc. Equipment

Equipment and resources such as copier, fax, computers, laptops, smart phones, postage machines, e-mail, internet access, telephone, pagers, and voice mail systems are in place to facilitate effective day-to-day business operations. Employees may not use Smith Staffing, Inc. equipment or resources for personal use or benefit without prior supervisor approval.

Desks, Lockers, and File Cabinets

The Smith Staffing, Inc. or its clients may from time to time provide office space, desks, computers or file cabinets for employee use in the performance of employment responsibilities, or locker space for employee use while at work. Smith Staffing, Inc. does not guarantee the security of any locker and employees are responsible for furnishing their own locks. Any lock will be voluntarily and immediately removed at the direction of Smith Staffing, Inc. Smith Staffing, Inc. is not responsible for any article or item placed in any office space, locker, desk, file cabinet or computer, or otherwise brought on Smith Staffing, Inc. or client premises or on Smith Staffing, Inc. business, that is lost, damaged, stolen or destroyed. Weapons, explosives, alcohol and drugs are prohibited on Smith Staffing, Inc. premises, client premises or Smith Staffing, Inc. business and may not be placed in any office space, locker, desk or file cabinet. Employees have no privacy rights in any office space, locker, desk, file cabinet or computer (or their contents) on Smith Staffing, Inc. or client property, or provided by the Smith Staffing, Inc. or a client of the Smith Staffing, Inc., for or on Smith Staffing, Inc. business. The Smith Staffing, Inc. reserves the right to inspect any such office space, locker, desk, file cabinet, computer, and

their contents, and any other place or item on Smith Staffing, Inc. or client property, with or without advance notice or consent of any employee. Any person designated by the company or client may conduct such an inspection. Any employee who, upon request, fails or refuses to cooperate with any such inspection may be subject to disciplinary action, up to and including termination of employment.

Outside Employment

Subject to other policies, including Conflict of Interest below, Smith Staffing, Inc. has no objection to an employee holding another job (in addition to his or her employment with Smith Staffing, Inc.) as long as he or she can effectively meet the performance standards for his or her position with Smith Staffing, Inc. However, we ask employees to think seriously about the effects that another job may have on their endurance, personal health and well being, performance, and effectiveness with Smith Staffing, Inc. Employees holding another job must remember that Smith Staffing, Inc. is the primary employer and is entitled to the loyalty and primary efforts of the employee while employed with Smith Staffing, Inc..

All employees will be held to the same scheduling demands and standards of performance. We cannot make exceptions for those who also hold outside jobs. If an outside position interferes with the employee's ability to work for this Smith Staffing, Inc., that employee will be subject to disciplinary action for tardiness and unsatisfactory attendance or work performance in accordance with normal disciplinary policy.

Conflict of Interest

During your employment with Smith Staffing, Inc., you are prohibited from directly or indirectly competing with Smith Staffing, Inc., including, but not limited to, providing, owning an interest in, or assisting any other person or entity that is in competition with Smith Staffing, Inc. or that provides any product, service or offering of a type that is the same or similar to that provided by Smith Staffing, Inc. from time to time. Additionally, during your employment with Smith Staffing, Inc., you are prohibited from at any time directly or indirectly working for, assisting or owning an interest in any business or venture that constitutes a conflict of interest. Smith Staffing, Inc. will determine in its sole discretion whether any work or interest constitutes a violation of this policy. Before you begin to directly or indirectly work for, assist or own an interest in any other business or venture other than Smith Staffing, Inc., you must notify your supervisor.

Supervisors

Questions about your job, pay, benefits, relations with your co-worker, policies and procedures or Smith Staffing, Inc. in general should be directed to your supervisor. Look to your supervisor for guidance and seek his/her assistance when you encounter difficulties. Cooperation and communication with your supervisor will promote a mutually beneficial work environment.

Each employee must follow the directions of his/her supervisor. Your supervisor is responsible for directing your work throughout your shift; evaluating your performance, providing instruction and guidance in your job, and taking any disciplinary action that may be necessary; though others at Smith Staffing, Inc. from time to time also may exercise one or more of these responsibilities. Disrespect of management or a supervisor, or disregard

of the authority of either, will not be tolerated and may result in disciplinary action, up to and including termination of employment.

GENERAL PAYROLL INFORMATION

Employment Categories and Classifications

Each employee is categorized as either exempt or non-exempt. Ask your supervisor if you are not certain of your classification.

Non-Exempt employees are entitled to overtime pay. Overtime pay is paid to non-exempt employees at the rate of one and one-half times the employee's regular hourly rate of pay for each hour or portion of an hour (rounded to the nearest tenth of an hour) worked in excess of . For this purpose, the workweek begins at 12:01 a.m. Sunday and ends at 11:59 p.m. Saturday. Overtime must be authorized and approved by your supervisor in advance.

Exempt employees are not entitled to overtime pay.

In addition, each employee is classified as either a full-time or part-time employee.

A *full-time employee* is defined as a common law employee employed in a category designated by management and scheduled to work at least 35 hours per week, or 1,820 hours per year. Full-time classification does not include part-time, temporary or occasional employees.

A *part-time employee* is defined as a common law employee employed in a category designated by management and scheduled to work less than 35 hours per week, normally averaging 18-25 hours per week. Part-time classification does not include full-time, temporary or occasional employees.

Time Cards

Certain employees must record their time on time cards. Your supervisor will provide you with timecards for you to keep a current record of your time at work. You are responsible for maintaining an accurate current record of your working hours. Accordingly, you must use the timecard to record the time you begin and end work each day, and the beginning and end of any split shift. You also must record on your timecard when you are absent from work, for any reason whatsoever.

Your timecard is the record on which you (and in some cases Smith Staffing, Inc.) are paid. Consequently, it is important that your timecard be accurate and complete and not be lost, falsified, or mutilated. If your timecard

is lost you may not be paid. If you become aware of a mistake on your timecard, you must immediately inform your supervisor and/or the payroll liaison with the necessary correction.

Falsification of your time card (including, but not limited to hours) will result in immediate termination.

Payroll

Different categories of employees are paid on different schedules. Most Smith Staffing, Inc. temporary employees are paid on a weekly basis every Friday. Sources of delivery of your payroll can be **DIRECT DEPOSIT** to your **SMITH STAFFING PAY CARD**, your personal bank, or paper check picked up at our office on Friday. The deadline for any change to how you receive your pay is end of the business day 4:30 p.m. Wednesday before Friday Payday.

Please contact your Smith Staffing office with any questions concerning the payroll process and your pay.

Payroll Deductions

Certain deductions are required by law to be taken from everyone's pay while others are employee authorized. Deductions required by law include federal withholding tax, social security and Medicare contributions, and in most states, state withholding tax. Deductions from pay also will be made in accordance with any legally binding order or garnishment. Employees also may voluntarily elect to make certain deductions from pay for certain employee benefits offered from time to time by Smith Staffing, Inc. Employee authorized deductions are those which may include premium payments for benefits.

Change of Personal Status

Notify your supervisor or Client Support Department of any changes in your name, address, telephone number, or marital status. This insures your benefit and employment records are current.

BENEFITS

Health Care Insurance

Currently we offer the following two plans;

Minimum Essential Coverage Wellness/Preventive Plan, also referred to as MEC, is offered to all employees and their families. This plan fulfills the ACA requirement and premiums are paid directly to the insurance carrier.

Fixed Indemnity Medical Plan is offered to all employees and their families and pays a flat amount for each event caused by an accident or illness. This plan does not satisfy the ACA requirement but is payroll deductible.

NOTE: Any benefits or benefit plans described in these policies are convenient summaries only. An employee's eligibility for or rights to any benefits will be subject to and governed by the governing benefit plan documents and applicable law, as either may be amended from time to time. Smith Staffing, Inc. reserves to itself and to any administrator or fiduciary of any benefit or benefit plan described or referred to in this manual (or any other benefit or benefit plan of Smith Staffing, Inc.), the discretionary authority to determine eligibility of any employee or claimant for or under any such benefit or plan, pursuant to the terms of the relevant plan document and applicable law, as either may be amended from time to time, and to interpret and construe the terms of any such benefit or plan. Smith Staffing, Inc. further reserves the right to at any time add, amend, modify, supplement or terminate any benefit, benefit plan or employee benefit. For answers to any questions you may have regarding any benefit or benefit plan, first refer to the applicable plan documents. For additional assistance, you may contact the plan administrator listed in the plan documents

ACKNOWLEDGEMENT FORM

By my signature below, I acknowledge that I have received and read the Policy and Procedure Manual for Smith Staffing, Inc., that I have been given the adequate opportunity to ask questions and receive clarification, regarding the policies and procedures set forth in the Policy and Procedure Manual, and that I understand its contents.

I understand that I am required to abide by, and agree to abide by, Smith Staffing, Inc.'s policies as set forth in the Manual or as otherwise adopted or implemented by the Company from time to time. I understand that there may be other policies or procedures in effect at Smith Staffing, Inc. from time to time that are not included in the Policy and Procedure Manual, and I agree to abide by those policies and procedures.

Unless otherwise agreed in writing by the President, Chief Executive Officer, Chief Operating Officer, or Chief Financial Officer of Smith Staffing, Inc. (or a designee of any such Officer), I understand that I have no contract of employment with Smith Staffing, Inc. for any definite period of time, either oral or written, and that either I or Smith Staffing, Inc. may terminate my employment at any time with or without cause or notice. I understand that I am an "at will" employee of Smith Staffing, Inc. and that no agent or employee of Smith Staffing, Inc., other than the officers listed in the preceding sentence has any authority to alter or make any agreement other than the "at will" relationship. I understand that neither this manual nor any provision herein constitutes an employment contract, an offer to enter a contract of employment or part of an employment contract, or confers any contract rights.

I understand that Smith Staffing, Inc. may rescind, modify, change, or deviate from the Policy and Procedure Manual or any of its policies or procedures at any time, and any such rescission, modification, change, or deviation may become effective regardless whether the Policy and Procedure Manual has been revised or I have been notified.

I understand that this signed acknowledgement will be inserted in my personnel file.

Date

Employee Signature

Print Employee Name

FOLLOW ALL SAFETY RULES

**WATCH CAREFULLY WHERE YOU PUT
YOUR HANDS, WHERE YOU WALK AND
WHERE YOU STAND**

LIFT WITH YOUR LEGS, NOT YOUR BACK

**DON'T BE SCARED TO ASK FOR HELP
WHEN LIFTING BEFORE, NOT AFTER, THE
LIFT**

**ALWAYS WEAR YOU PERSONAL SAFETY
EQUIPMENT**

KEEP YOUR EYE ON THE OTHER GUY

WORK SAFE - BE SAFE