



**TEMPORARY  
AND  
PAYROLL SERVICE EMPLOYEES  
HANDBOOK**

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## **INTRODUCTION**

This handbook sets forth the terms and conditions of employment of Dynamic Office & Accounting Solutions' temporary employees. It is designed to acquaint you with Dynamic (the "Company") and provide you with information about working conditions, employee benefits and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the Company to benefit its temporaries. The Company strives to provide a work environment that is conducive to both personal and professional growth for all of its employees.

This handbook contains the policies and practices in effect at the time of publication, noted below. It supersedes and replaces all previous personnel policies, practices and guidelines. No employee handbook can anticipate every circumstance or question about policy. As the Company continues to grow, the need may arise to change policies described in the handbook. The Company therefore reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and must be signed by the President of the Company. Any written changes to this handbook will be distributed to all employees so that they will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this handbook.

Your employment with the Company is at-will, meaning that either you or the Company has the right to terminate your employment at any time with or without cause or notice. Nothing in this employee handbook or any other personnel document, including any applicable benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. This at-will policy cannot be changed except in writing signed by both the President of the Company and the employee.

## **ABOUT DYNAMIC OFFICE & ACCOUNTING SOLUTIONS**

The Company was founded in 1997 by Tiffany Stuart, who privately owns and operates it. The Company is headquartered in Danville, California, with offices in Emeryville, Irvine, Newark, Pasadena, Pleasanton, Sacramento and Bellevue, WA. Our office staff has over 55 years of combined experience in the areas of Accounting, Office Administration, Mgt, Temporary and Direct Hire Placements.

The Company was founded on a firm belief that a small business could effectively provide high quality, personalized services and still remain competitive while delivering solutions for today's fluctuating employment market. This belief became a comprehensive plan that evolved into our standard business practices. It is implemented at every level of the company, with the strongest of conviction.

The Company provides Temporary, Temp-to-Hire, Working Interview, and Direct Hire Services. We also offer Value Added Services to our Clients, as well as unique Support Services to our Employees.

## MISSION STATEMENT

“Our Mission is to consistently provide a Dynamic Experience for our Clients and Candidates alike by providing Temporary as well as Direct Hire staffing and placement solutions throughout California. Our goal is to exceed the expectations of those we assist and to communicate honestly when we are not the right resource. We Strive to be the most effective, enthusiastic, innovative and resourceful professionals in the industry.

We work hard to uphold our very name - **DYNAMIC!**  
We pride ourselves on working hard to get a true understanding of  
our biggest audience - YOU!”

- ✓ We commit to treating all clients and fellow employees with the utmost respect and professionalism at all times
- ✓ We commit to have a Dynamic Competitive Challenge
- ✓ We commit to being Professionally Extraordinary
- ✓ We commit to Dynamic Financial Growth
- ✓ We commit to the Highest Level of Dynamic Integrity
- ✓ We commit to having Dynamic Quality relationships
- ✓ We are committed to handling Issues & Suggestions Efficiently

## EMPLOYMENT AT-WILL

Your employment with the Company is at-will. This means that your employment may be terminated at any time with or without cause or notice by you or the Company. Nothing in this handbook or in any document or statement shall limit the right to terminate employment at-will.

No employee of the Company has any authority to enter into any agreement for employment for any specified period of time or to make any agreement for employment other than at-will. Only Tiffany Stuart has the authority to make any such agreement and then only in writing signed by Tiffany Stuart and the employee.

## VERIFICATION OF STATUS

The Company is committed to full compliance with the Immigration Reform and Control Act of 1986. This law requires that every employee complete INS Form I-9 and provide valid documentation of his or her identity and his or her legal right to work in the United States. All offers of employment and continued employment are conditioned upon furnishing satisfactory evidence of identity and legal authorization to work in the United States.

## EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of the Company to assure that applicants are employed and employees are treated during employment without regard to their race, color, religion, creed, sex, sexual orientation, age, medical condition, national origin, marital status, familial status, mental or physical disability, genetic characteristics, or status as a disabled or Vietnam-era veteran or any other basis prohibited by federal or state law or local ordinance. Employment actions to

which this policy applies shall include, but not be limited to, hiring; job assignment; promotion, demotion or transfer; recruitment or recruitment advertising; layoff and termination; rates of pay or other forms of compensation; benefits; and selection for training.

## **PROHIBITION OF HARASSMENT**

The Company condemns and strictly prohibits harassment of an individual because of that individual's sex, sexual orientation, race, religion, creed, color, age, national origin, marital status, familial status, physical or mental disability, generic characteristics, or status as a disabled or Vietnam-era veteran or any other basis prohibited by federal or state law or local ordinance.

Harassment includes, but is not limited to:

- a. Verbal harassment such as epithets; derogatory jokes or comments' slurs; negative stereotyping and unwelcome remarks about an individual's body, color, physical characteristics, appearance, or talents; references to any individual such as "honey," or "babe;" unwanted sexual advances, invitations or comments; or questions about a person's sexual practices;
- b. Visual harassment such as derogatory and/or sexually-oriented photographs, calendars, posters, objects, cards, cartoons, drawings and gestures; unwelcome notes or letters, and any other written or graphic material that denigrates or shows hostility or aversion toward an individual, because of a protected characteristic, that is placed on walls, bulletin boards, or anywhere on the Company's premises or circulated in the workplace;
- c. Physical conduct such as assault; unwelcome physical contact; staring at a person's body; threatening, intimidating or hostile acts, blocking normal movement or interfering with work because of sex, race or any other protected classification;
- d. Threats and demands to submit to sexual requests as a condition of continued employment, or to obtain or to avoid loss of employment benefits; and
- e. Retaliation for reporting or threatening to report harassment.

There are two types of sexual harassment:

- (1) Sexual harassment occurs when unwelcome explicit or implicit sexual conduct (as described in sections (a)-(e) above) unreasonably interferes with an individual's job performance or creates an intimidating, hostile, or offensive working environment, even if it does not lead to tangible or economic job consequences.
- (2) Sexual harassment occurs when an individual's submission to or rejection of unwelcome explicit or implicit sexual conduct is used as a basis for employment decisions affecting that individual, including hiring and granting of employment benefits.

Sexual harassment includes harassment of women by men, of men by women, and same-sex gender-based harassment.

## **What To Do**

If you believe that you have been the victim of harassment or discrimination, or you believe the comments, gestures, or conduct of any co-worker, Staffing Manager or person doing business with or for the Company is offensive, you should immediately report the incident to a Dynamic Staffing Manager with whom you are comfortable. Employees who oppose or report harassment in good faith will be protected from retaliation.

The Company will investigate any such report and will take whatever corrective action is deemed necessary to correct the situation. The Company does not tolerate harassment of any kind within the Company or at its client's worksites and will take appropriate corrective action whenever such harassment is demonstrated. Any individual who engages in conduct contrary to this policy may potentially be personally liable in any legal action brought against him or her.

Employees who oppose sexual harassment, file complaints with, or otherwise participate in an investigation, proceeding or hearing conducted by the California Department of Fair Employment and Housing, the Fair Employment and Housing Commission, the Equal Employment Opportunity Commission, or any court of law will be protected against retaliation.

## **REASONABLE ACCOMMODATION OF DISABILITY, PREGNANCY, AND RELIGION**

The Company recognizes that temporary employees who are disabled or who are pregnant or who have certain religious beliefs may need reasonable accommodation to perform the essential functions of their job. The Company provides reasonable accommodations to such employees with the cooperation of the Company's clients, as long as doing so does not impose an undue hardship on the Company and/or the client. In cases where the employee's disability, pregnancy or religious beliefs, or the need for accommodation, are not known to the Company, the employee has the right to decide whether or not to inform the Company of his or her condition/beliefs and request an accommodation. The Company encourages but does not require employees to identify their condition/beliefs and their need for reasonable accommodation, and will protect such employees from retaliation.

## **PERSONNEL POLICIES AND PRACTICES**

### **WORKING HOURS & OVERTIME**

Regular working hours necessarily vary from client to client and depend on the particular job assignment. The job assignments of temporary employees who are exempt may include evening work and weekend assignments from time to time as the activities of the Company or its clients may require.

The workweek for calculating overtime for non-exempt employees shall be in at 12:01 a.m. on Monday and end at midnight on the subsequent Sunday. The workday for calculating overtime shall be from 12:01 a.m. to midnight.

In accordance with federal and state law, all non-exempt employees, who do not work under an alternative workweek schedule, will be paid for over-time work performed as follows: 1) any hours worked over eight hours per day or 40 hours per workweek or the first eight hours on the seventh consecutive workday in one work week will be paid at one and one-half times the

employee's hourly rate and 2) any hours worked in excess of 12 hours in one workday or over eight hours on the seventh day in a workweek will be paid at twice the employee's hourly rate. If an employee is assigned to a client with an alternative workweek schedule, details will be provided prior to the assignment.

Before overtime work is performed, temporary employees must obtain the express permission of the responsible on-site Manager with the client.

## **LUNCH AND BREAKS**

All non-exempt employees scheduled to work at least 8 hours in a day are allowed one hour for lunch and provided with two 15-minute breaks; if at least five hours in a day are worked, then the lunch period shall be 30 minutes in length, with one break period, and less than five entitles the employee to one break period only, unless other arrangements are approved in advance. Breaks may not be taken at the start or end of the workday, added to a lunch break or taken consecutively. The breaks must be taken away from your work area.

Exempt employees may schedule lunch and breaks generally to suit their convenience, consistent with their obligation to complete all job duties in a satisfactory manner and to accommodate the needs of the client.

## **TIMEKEEPING PROCEDURES**

In compliance with federal and state laws, nonexempt employees must record their actual time worked for payroll and, if applicable, benefit purposes. Nonexempt temporary employees should record the time work begins and ends, as well as the beginning and ending time of each meal period. Nonexempt temporary employees must also record any departure from work for any non-work-related reason. Non-exempt temporary employees must present their time records to the designated on-site Client Manager at the end of each week or assignment. After the Manager signs off on the time report, temporary employees must promptly submit it to the Company for payroll processing by Monday morning 9:00 a.m.; otherwise, payroll will be included in the subsequent week's payroll process.

In completing timecards: print neatly (in ink) ensuring that you make the carbon copies clearly readable. You should retain your original timecards for your records. Fax your timecard to Dynamic at 925-855-3609 by 9:00 a.m. Monday for the previous week. Timecards not received by fax or mail by 9:00 a.m. will be processed with the following week's payroll.

Payroll checks are made available the following Friday after 12:00 p.m. ALL checks not picked up by 4:30 Friday will be mailed via U.S. First Class Mail. For your convenience we offer direct deposition of payroll checks. Please notify us if you prefer this option; the direct deposit option may take up to three weeks before it is effective (this time frame depends upon your bank).

Altering, falsifying, and tampering with time records, or recording time on another employee's time record, is prohibited and subject to disciplinary action, up to and including termination of employment and/or legal action.

Exempt employees may also be required to record their time worked and report full days of absence from work for reasons such as leaves of absence, sick leave, or personal business. You will be notified if time records must be kept on a particular assignment.

***It is your responsibility to both sign your timecard and have it countersigned by the Client to certify the accuracy of all time recorded. It is also your responsibility to submit your timecard to Dynamic at the end of the workweek or assignment in order to meet the Company's payroll responsibilities.***

Any errors in your timecard should be reported immediately to your Staffing Manager, who will attempt to correct legitimate errors and verify them with the Client.

## **ATTENDANCE**

Absenteeism affects everyone in the Company. Beyond reducing your pay, it decreases productivity and negatively impacts the Company with our clients. You are needed and expected to be ready to work when the workday begins and to work up to the time the workday ends on each assignment. Routine transportation delays are not considered an excuse for tardiness.

If you are to be absent or tardy on a workday for any reason, you must inform your Staffing Manager as soon as possible and no later than 30 minutes prior to your scheduled starting time. If you are not able to reach your Staffing Manager during the 8:00 a.m. to 5:00 p.m. workday, please phone our 24-hour voicemail at 925-285-4725. Your absence without notice will be deemed job abandonment and voluntary termination of employment.

Should a temporary employee's absence record be unusual, he or she may be asked for validation of absences.

## **NO SOLICITATION OR DISTRIBUTION POLICY**

Employees may not engage in solicitation on Company premises during work hours, except breaks or meal periods when in the employee break area. Distribution of advertising materials, handbills or any other literature by employees in working areas of the Company is prohibited at all times. Solicitation or distribution of literature by non-employees on Company premises is prohibited.

Solicitation or distribution, by employees or others, in any way connected with the sale of any goods or services for profit is strictly prohibited anywhere on Company property at all times. Company bulletin boards are limited to Company-related material, including statutory and legal notices, safety and disciplinary rules, Company policies, memos of general interest to the Company and other business-related items.

Employees must follow all non-solicitation and distribution policies in effect at the client company on each assignment.

## **PERSONAL CALLS**

Temporary employees should avoid making or receiving personal phone calls, including cell phone and pagers, except in cases of emergency during work time on assignments. Please turn your phone or pager off or set to vibrate and use it only during breaks and lunches, unless told otherwise by the client site manager.

## **PERSONNEL RECORDS**

It is your responsibility to promptly notify the Company whenever there are changes in your

personal data such as mailing address, telephone number, and individuals to be contacted in the event of an emergency, educational and training accomplishments.

With reasonable advance notice, you may review material in your file but only in the Company's offices and in the presence of the individual appointed by the Company to maintain the file. You are entitled to inspect the contents of your file, except for confidential letters of reference received from prior employers, or documents that may infringe upon the privacy rights of another individual. You may not remove or copy any documents in your file, with the exception of documents that you have previously signed. You may add your version to any disputed item to the file.

Personnel files are the confidential property of the Company and access to the information they contain is restricted. Generally, only officials and representatives of the Company who have a legitimate reason to review information in a file are allowed to do so. Only the Company's Managers are authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited to only an employee's dates of employment and position(s) held. However, the Company will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations, and will provide information in response to valid subpoenas.

## **OPEN-DOOR POLICY**

Suggestions for improving the Company are always welcome. At some time, you may have a complaint, suggestion or question about your job, your working conditions or the treatment you are receiving. We ask that, within a reasonable time of the occurrence, you bring your good faith complaints, questions and suggestions to the attention of your recruiter, who will investigate and provide a solution or explanation. We believe that this policy is important for both you and the Company. The Company values your input, and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

## **FAMILY AND MEDICAL LEAVE**

The Company will grant unpaid family and medical leave up to a maximum of 12 workweeks, in accordance with federal and state laws, to employees who have more than 12 months of service, with 1,250 hours worked during the previous 12 months period prior to the date of requested leave. Family and medical leave is permitted for the birth of an employee's child, or the adoption or foster care of a child with the employee; to care for the employee's spouse, child or parent with a serious health condition; or for a serious health condition of the employee that renders him or her incapable of performing the job.

If you request a family or medical leave of absence, you will be required to provide advance leave notice to your Staffing Manager, when leave is foreseeable, and medical certification to support the requested leave. At the conclusion of your leave, we will require a medical certification for fitness for duty from your medical provider so that we may resume placing you on temporary assignments.

## **COMPANY AND CLIENT PROPERTY**

All Company and client property must be kept clean, maintained according to all applicable rules and regulations, and used only for work-related purposes. The Company and its clients

reserve the right to inspect all Company and client property to insure compliance with their rules and regulations without notice to the employee and/or in the employee's absence. All employees share the responsibility to our clients and each other to protect the Company's assets from unauthorized access, use, modification, destruction, theft or disclosure. Misuse of these assets will warrant disciplinary action up to and including termination of employment and/or legal action.

Prior authorization must be obtained before any Company or client property may be removed from Company or client premises. Upon termination of employment or assignment, all items belonging to the client, such as contact information, keys, credit cards, equipment, manuals, handbooks, files (whether in hard copy or on computer disk), and any other client-assigned property, shall be preserved and returned to the client by the last day of your assignment in proper working order and fully complete or the full replacement cost of such items must be paid by you..

## **EMPLOYEE PROPERTY**

The Company is not responsible for the loss of those personal possessions an employee may choose to bring to an assignment. However, should a loss occur, the Company may provide appropriate assistance in filing a claim with the individual's insurance carrier.

Should an employee be released from an assignment without notice, a Staffing Manager will pick up those personal possessions left at the client site by the employee. These items will be held at our office for 5 business days; after that period, the items will be donated.

An employee's personal property, including but not limited to packages, purses, briefcases and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of Company or client property.

## **INSPECTIONS AND SEARCHES ON COMPANY PREMISES**

Maintaining a workplace free of drugs, alcohol, and other harmful items is vital to the health and safety of the Company's and the client's employees and to the success of the Company and its clients. The Company intends to guarantee its continuous access to Company and client property and premises, generally, and to protect against the unauthorized use and removal of Company or client property.

"Company property" and "client property" include all documents, records, software, data, and files relating to the Company's business; and all equipment, hardware, and other property of any kind, whether owned, leased, rented or used by the Company or the client.

The Company thus reserves its right and the client's right to conduct a routine inspection or search at any time of and for Company or client property on Company or client premises. In addition, the Company reserves the right to access at all times information and communications stored in Company or client computer files, Company and client disk-drives, and in employee voicemail boxes and electronic-mail systems. (See Electronic Communications Policy below). Routine searches or inspections may include a temporary employee's office, workspace, desk, file cabinet, closet, computer files, voice mail, electronic mail, and similar places where temporary employees may store Company or client property or related information, whether or not the places are locked or protected by access codes and/or passwords.

Since these routine searches may result in the discovery of a temporary employee's personal

possessions, all employees should refrain from bringing to any job assignment any personal property they do not wish to reveal to the Company.

## **ELECTRONIC COMMUNICATIONS**

### **1. E-Mail Usage Policy**

E-mail is an internal business service owned by the Company and its clients. When it is provided to temporary employees, it is provided for the purpose of facilitating communications between employees, clients and candidates, making the conduct of the Company's and client's business more efficient. Temporaries should never use Company or client e-mail systems for private purposes.

E-mail must never be used for:

- a. any illegal, discriminatory, threatening, harassing, or abusive comments;
- b. messages related to commercial, political or religious issues unless there is a compelling business message and prior approval has been obtained from the owner of the Company;
- c. messages violating Company policy or contrary to a client Staffing Manager's instructions;
- d. the transmission of confidential or proprietary information; or
- e. personal announcements, chain letters or copyrighted materials.

### **2. E-mail Privacy and Disclosure**

All messages created and sent on e-mail are considered business related and, therefore, Company or client records. All temporary employees who use e-mail should understand that privacy cannot, and will not, be guaranteed. Furthermore, the Company and its clients reserve the right to access any email message at any time in the service of a legitimate business interest as determined by the Company or the client, including the need to respond to requests made pursuant to litigation to which the Company or the client is a party.

E-mail users should also understand that the "delete" function of e-mail does not necessarily "make the message disappear." While deletions may occur at the user level, copies may remain on system back-up files. E-mail can be subpoenaed as part of any legal action against the individual user, the Company or the client. Never assume that the messages you send are private. Your message could be intercepted or forwarded to parties you never intended. Accordingly, you should never send any e-mail message that you would not want the Company, the client, or their respective employees to read.

### **3. Internet Use**

Temporary employees may be provided with access to the Internet from the computers at the client on some assignment. As with e-mail, temporary employees should never use the Internet for personal purposes. Misuse of the Internet, and particularly "visits" to pornographic web sites, downloading or printing of sexual or sexually offensive material, or accessing, downloading, and/or printing website information that contain material that may violate Company or client policy (in particular, the Prohibition of Harassment Policy), is cause for discipline up to and including termination.

### **4. Voice Mail**

Temporary employees may occasionally be provided with voice mail on job assignments. This service is provided for business purposes. The Company and the clients reserve the right to retrieve messages from your voice mail when they believe it is necessary or appropriate to do so.

Employees therefore should not consider any voice mail message to be private or confidential, should not leave greetings asking callers to leave a "private message," and should never tell anyone that a message left on Company or client voice mail is private or confidential.

## **5. Software**

Temporary employees must use all Company and client software in accordance with licensing agreements. Unless otherwise provided in the license, any duplication of copyrighted software, except for backup or archival purposes, is a violation of federal law and can expose the Company to the risk of costly litigation. The copyright law is clear: the copyright holder is given certain exclusive rights, including the right to make and distribute copies, unless express authorization is granted to others to perform the same services. The Company does not condone illegal copying of software under any circumstances and anyone who makes, uses or otherwise acquires illegal software is subject to disciplinary action up to and including termination of employment in addition to actions taken by third parties. Employees learning of any misuse of software or related documentation within the Company shall notify Tiffany Stuart.

In addition, employees are prohibited from loading discretionary software programs into the Company's or the client's computer systems unless previous authorization is obtained from Tiffany Stuart or appropriate manager at the client site.

## **6. Virus Protection**

Virus detection software is run at regular time intervals to scan files for the possible existence of computer viruses on the Company's computer systems. Though similar detection software may be run in client systems, all diskettes and software from outside the Company (including home systems), unknown sources, and the Internet must be scanned for viruses before being used.

## **7. Computer Sabotage**

Computers, programs and data are the property of the Company and the client and mustn't be tampered with, copied or destroyed. Computer sabotage by an employee will result in disciplinary action, up to and including termination of employment and legal action. California's Penal Code has severe penalties for computer crimes such as infecting a system with a virus, altering or damaging the system hardware or data, as well as unapproved data copying and unauthorized access to the system. These penalties include up to three years in prison and a \$10,000 fine.

## **OFF-DUTY RECREATIONAL ACTIVITIES**

Neither the Company nor its clients, nor their insurers will be liable for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties on a job assignment. Therefore, employees who choose to participate in such activities do so at their own risk.

## **PROHIBITED CONDUCT**

The following conduct is prohibited and will not be tolerated by the Company. This list of prohibited conduct is illustrative only; it is not exhaustive. Other types of conduct injurious to security, personal safety, employee welfare and the Company's or client's operation may also be prohibited. Engaging in prohibited conduct may result in termination of employment and/or legal action, but at-will employment may still be terminated at any time without cause or notice.

1. Falsification of employment records, employment information or other Company or client records.
2. Theft, deliberate or careless damage or destruction of any Company or client property or the property of any employee.
3. Removing or borrowing Company or client property without prior authorization.
4. Unauthorized use of Company or client equipment, time, materials or facilities.
5. Provoking a fight or fighting during working hours or on Company or client property.
6. Making threats, threatening language, or any other acts of aggression or violence made against any employee.
7. Participating in horseplay or practical jokes during work time or on Company or client premises.
8. Engaging in criminal conduct.
9. Causing, creating or participating in a disruption of any kind during working hours.
10. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a Staffing Manager or member of management, or the use of abusive or threatening language toward a Staffing Manager, manager, officer, or director of the client or the Company.
11. Using profane or abusive language at any time on Company or client premises.
12. Failure to notify a Staffing Manager when unable to report for an assignment, or failure to obtain permission from a Staffing Manager to leave an assignment during normal working hours.
13. Unexcused absence of three (3) consecutive scheduled workdays.
14. Failure to provide a physician's certificate when requested or required to do so.
15. Wearing extreme, unprofessional or inappropriate styles of dress or hair while working.
16. Violation of any safety, health, security or Company or client policies, rules or procedures.
17. Committing a fraudulent act or a breach of trust under any circumstances.
18. Unlawful harassment, deliberate intimidation or discrimination.
19. Working for or releasing confidential information to a Company's or client's competitor.
20. Manufacturing, distributing, selling, possessing, or using any drug or drug paraphernalia, or being under the influence of any drug or alcoholic beverage, during work time.
21. Carrying firearms or any other dangerous weapons on Company or client premises at any time.
22. Sleeping or malingering on an assignment.

23. Working overtime without authorization or refusing to work assigned overtime.

24. Violations of any of the policies included in this Handbook.

## **ANTI-VIOLENCE POLICY**

The Company has a zero tolerance policy against violence in the workplace. Acts or threats of violence constitute immediate grounds for discharge, and may subject the perpetrator to other civil and criminal liability. Employees who witness or experience acts or threats of violence, or who believe that violence may occur in the workplace, should report the incident or concern to their recruiter, or in the recruiter's absence, to Tiffany Stuart. Violent behavior includes, but is not limited to, for the purposes of this policy actual or implied threat of harm to one or more individuals; possession of weapons of any kind on Company property; willful destruction of Company or employee property; commission of a violent felony or misdemeanor on Company property; or any conduct that a reasonable person would perceive as a threat of violence. The Company will investigate any such report and will take whatever corrective action is deemed necessary, including disciplining or discharging any individual who is found to have violated this prohibition against violence. Any individual who engages in such conduct contrary to this policy may potentially be personally liable in any legal action brought against him or her.

## **CONFIDENTIALITY**

Each temporary employee is responsible for safeguarding confidential information obtained in connection with his/her employment and job assignments. In the course of your work, you may have access to confidential information regarding the Company or its clients. It is your responsibility to in no way reveal or divulge any such information, including such small acts as discarding proprietary documents in trash receptacles rather than in shredder bins, unless it is necessary for you to do so in the performance of your duties. Any breach of this policy will not be tolerated and legal action may be taken by the Company or the client.

## **ARBITRATION**

The Company recognizes the value of positive working relationships with its temporary employees and although we have a very strong and positive relationship with you, occasional disputes may arise. Occasionally, a dispute cannot be resolved to everyone's satisfaction. Rather than resolving any such disputes through litigation, the Company has a program requiring the arbitration of disputes. Arbitration provides a fair, timely, and cost-effective process for resolving disputes.

## **SAFETY**

Each employee is expected to obey safety rules of the Company and the client and exercise caution in all work activities. Employees who violate safety standards, who cause hazardous or dangerous situations or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

**In the case of work-related accidents that result in injury or illness, regardless of how insignificant the injury or illness may appear, employees must immediately notify their recruiter.** Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits

procedures. Dynamic provides a written Injury and Illness Prevention Program (IIPP) Safety Program to each employee. There are also safety videos available to view that cover a wide range of safety topics.

## **TEMPORARY EMPLOYEE BENEFITS**

### **EMPLOYEE CLASSIFICATIONS**

Non-exempt Temporary: This classification of employee fulfills assignments offered by clients who contact Dynamic with requests for temporary employee resources. Some of these positions lead to employment by the client (temp-to-hire). The non-exempt classification is determined by the nature of the position responsibilities. Non-exempt temporary employees are paid overtime, in accordance with federal and state regulations, for work performed in excess of eight hours per day or 40 hours in a workweek. *This classification is eligible for all of the benefits listed below.*

Exempt Temporary: This classification of employee fulfills assignments offered by clients who contact Dynamic Solutions with requests for temporary employee resources. Some of these positions lead to employment by the client (temp-to-hire). The exempt classification is determined by the nature of the position responsibilities. Exempt temporary employees are not eligible for overtime pay, in accordance with federal and state regulations. *This classification is eligible for all of the benefits listed below.*

Payroll Serviced: This classification of employee is appointed to an assignment directly by a client company and Dynamic strictly provides payroll services. *This classification's eligibility is limited to direct deposit, government-mandated programs and Dynamic's Referral Award program listed below.*

### **LONGEVITY AWARD**

Temporary and temp-to-hire employees who work 1,800 hours within any rolling 12-month period qualify for a longevity award at a Flat rate of \$200.00 paid as a longevity award. This longevity award is the Company's way of thanking our Dynamic temporary team members for their loyal service. Once a longevity award is given under this policy, hours are reset to zero, and the temporary may receive an additional bonus if he or she works an additional 1,800 hours within a subsequent 12-month rolling period. (Payroll service employees are not eligible for this benefit and it is up to the client company to provide.)

### **HOLIDAY PAY**

Temporary and temp-to-hire employees who work 960 hours in the 26 weeks prior to an observed holiday and a full 8 hour day on the business day before and after a holiday, will be paid for the average number of hours worked in that holiday week, not to exceed 8 hours in a day, and at the employee's average rate of pay in that week. Only employees whose regular work days fall on a weekend may be considered eligible for holiday pay when the day falls on a weekend day. (Payroll service employees are not eligible for this benefit unless the client company signs off on a time card for the time as worked hours.)

**Dynamic observed holidays are : New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day**

## **SAN FRANCISCO SICK LEAVE POLICY**

During any assignment at a business located within the boundaries of the City and County of San Francisco, employees will accrue paid sick leave equal to one hour of paid sick leave for every 30 hours worked up to a maximum accrual of 72 hours. Accrual of paid sick leave under this policy will accrue only in whole hour increments. During any assignment at a business located within the boundaries of the City and County of San Francisco, an employee may use all or part of any accrued and unused paid sick leave provided by this policy for the purpose of the employee's receiving medical care, treatment, or diagnosis. During any assignment at a business located within the boundaries of the City and County of San Francisco, the employee may also use all or part of any accrued and unused paid sick leave provided by this policy for the purpose of the medical care, treatment, or diagnosis for the employee's child; parent; legal guardian or ward; sibling; grandparent; grandchild; and spouse, registered domestic partner under any state or local law, or designated person. "Child", "parent", "sibling", "grandparent", and "grandchild" relationships include not only biological relationships but also relationships resulting from adoption; step-relationships; and foster care relationships. "Child" includes a child of a domestic partner and a child of a person standing in loco parentis.

If the employee has no spouse or registered domestic partner, the employee may designate one person as to whom the employee may use paid sick leave to aid or care for the person. The employee must make that designation within the first two weeks of employment. Each year, on the anniversary of the beginning of his/her employment or within two weeks following that date, the employee may make or change such a designation.

At the end of the calendar year, an employee's accrued and unused paid sick leave provided under this policy will roll over to the next year; provided, however, no additional sick leave shall accrue at any time when the total accrual equals the maximum of 72 hours. Accrual shall resume for hours worked in San Francisco, if the employee uses sick leave sufficient to bring the accrual total below the maximum of 72 hours. At the end of an employee's employment with Dynamic, the employee is not entitled to a payout of the value of any accrued and unused paid sick leave provided by this policy.

### **MEDICAL**

Dynamic provides information regarding a voluntary medical plan at your cost. Please consult your Employee Orientation pamphlet for details. Temporary, temp-to-hire and payroll service employees are all eligible to participate.

### **REFERRAL AWARDS PROGRAM**

Temporary and temp-to-hire employees who currently are on an assignment with Dynamic can receive the following as an incentive bonus:

Referral bonus for sending us a new employee that works a minimum of 40 hours will be paid \$20.00 to the Dynamic Employee once the referred employee has completed their first 40 hours. This is a onetime bonus paid per referral per candidate.

In addition we are now offering \$50.00 for an Employer referral. If you refer a hiring manager to us that turns into a new 40 hour order - you in turn will receive a referral award. This is a onetime referral award paid for each new Employer referral.

## ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the Company, and I will be notified in writing of any such changes. The Company reserves the right to change my hours, wages and working conditions at any time. I understand and agree that other than an owner of Dynamic, no recruiter, manager, Staffing Manager or representative of the Company or any of its clients has authority to enter into any agreement, express or implied, for employment other than at-will. Only Tiffany Stuart has the authority to make any such agreement and then only in writing signed by Tiffany Stuart and me.

I understand and agree that nothing in the Temporary and Payroll Service Employee Handbook creates or is intended to create a promise or representation of continued employment. I further understand and agree that employment on any job assignment and with the Company is employment at-will that may be terminated at the will of either the Company, the client, or myself at any time and for any reason with or without cause or notice. My signature below certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the Company and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings and representations concerning my employment with the Company.

I understand and agree that I have a duty to report any conduct that I reasonably think to be unlawful harassment or discrimination. I also understand that the Company and its clients are unable to prevent and/or remedy unlawful harassment or discrimination unless they have knowledge of such conduct. I also understand and agree that my failure to use the Company complaint procedure discussed in this Handbook may prevent me from establishing that the Company or the client is liable for any unlawful acts of their Staffing Managers, officers, agents, or employees. Accordingly, my signature below certifies that I understand my obligation to report any perceived unlawful harassment and/or discrimination occurring at the Company or on any job assignment in writing, in as much detail as possible and as soon as possible after it occurs.

I have received my copy of the Company's Temporary Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name