



# EMPLOYEE HANDBOOK & EMPLOYEE CONTRACT

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## **A. Perfect Timing Personnel Services, Inc. Employee Handbook & Contract**

We are pleased that you have chosen Perfect Timing Personnel Services, Inc. (PTPS) to represent you in your search for employment. We will make every effort to ensure that each placement is custom-matched to your skills, experience, and work environment preferences. Perfect Timing has been established in The North Bay community since 1998. We provide full-service staffing services to all levels and areas of the business community and in every type of industry.

It is the goal of Perfect Timing to provide a positive work environment and a solid economic foundation upon which all employees may build a future. However, Perfect Timing is also aware that personnel changes are sometimes initiated by employees and management alike. In this regard, it is expressly understood that employment at Perfect Timing is for no specific duration, and shall continue only so long as it is mutually agreeable to you and Perfect Timing. EITHER YOU OR PERFECT TIMING MAY TERMINATE EMPLOYMENT FOR ANY REASON WHATSOEVER, WITH OR WITHOUT CAUSE OR ADVANCE NOTICE, AND AT ANY TIME. No section of this handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship within the meaning of California Labor Code Section 2922, nor does it limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. Moreover, no one in the organization, other than the President, has the authority or legal ability to modify the at-will nature of the employment relationship. The President can do so only if it is clearly set forth in a written agreement that is signed by both the President and the employee in question.

The information contained in this Employee Handbook has been prepared as a general guide regarding Perfect Timing's rules, policies and procedures concerning the terms and conditions of your "at-will" employment with Perfect Timing. "At-will" employment means that both you and Perfect Timing have the right to terminate your employment with or without notice and with or without cause at any time. While Perfect Timing will make every effort to ensure that the information contained in this Employee Handbook is up-to-date, Perfect Timing reserves the right to change, modify, and/or cancel any of the policies or procedures contained in this Employee Handbook, at Perfect Timing's discretion.

## **B. Your Assignment**

Perfect Timing matches available client company assignments with qualified candidates who have the requisite skills and experience for the position. Your assignment may last for a few days, a few weeks, or even a few months. Although Perfect Timing does not guarantee the actual length of any assignment, your Perfect Timing Representative (PTR) may often tell you the anticipated duration of your assignment. When your assignment is completed, you can request another assignment immediately or take time off between jobs.

To ensure your success on each assignment with Perfect Timing, please keep the following points in mind:

1. Only accept assignments when you can fulfill all the requirements of the assignment as described by your Perfect Timing representative.

2. Get directions from your PTR on how to get your new assignment, which will ensure that you arrive on time on the first day of each new assignment. This will allow you to become familiar with your work location and introduce yourself to your assignment supervisor and coworkers. First impressions count!
3. On every assignment, be punctual, professional, productive, and limit personal use of phones, computers, etc.
4. Remember that you are paid by Perfect Timing, your employer. It is Perfect Timing's job to make sure each assignment is a success. If you have any questions about an assignment or experience any problems while on assignment, please contact Perfect Timing immediately.

As a Perfect Timing employee, it is important that you keep in close contact. Your needs are important to us. So when you have a **question, problem or emergency, contact Perfect Timing so we may address your concerns.**

For Example, call Perfect Timing immediately if:

1. You are unable to go to work because of an illness or emergency.
2. You have a question about your timecard or paycheck.
3. You have a question about overtime work or pay.
4. You have improved or gained new skills; Perfect Timing can then update your employee record and qualify you for additional jobs.
5. Your phone number or email address changes.
6. You change your address; you will want your check and annual W-2 statement to arrive at your new address and we would like to know where to reach you for any new assignments that come up.
7. You are offered direct employment with the client while on assignment. Perfect Timing shall perform all negotiations with a client regarding a placement fee. Employee shall not directly negotiate with clients.
8. You are doing work that is different from the job description we gave you, or if you believe that the job site is unsafe or have any safety questions; you need to let us know and we will address the situation.
9. You experience and/or observe what you believe to be inappropriate conduct, unlawful harassment or discrimination.
10. Contact your local Perfect Timing branch immediately so that Perfect Timing can investigate your complaint and take appropriate action as necessary. (See Perfect Timing's policies prohibiting workplace discrimination, harassment and retaliation, described in this employee handbook).
11. You are injured on the job; even if the client has been notified, call your Perfect Timing branch immediately! You will be advised on what to do. Your health and safety are very important to Perfect Timing.
12. You find out your assignment is coming to an end. We will begin the process of finding another assignment for you as soon as possible.

## C. Terms

**Perfect Timing Personnel Services, Inc. (Perfect Timing) is an at-will corporation. It is expressly understood that employment is for no specific duration, and shall continue only so long as it is mutually agreeable to you and Perfect Timing. Either you or Perfect Timing may terminate employment for any reason whatsoever, with or without cause or advance notice, and at any time. No section of the handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship within the meaning of California Labor Code Section 2922, nor does it limit Management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. Moreover, no one in the Company, other than the President, has the authority or legal ability to modify the at-will nature of the employment relationship. The President can do so only if it is clearly set forth in a written agreement that is signed by both The President and the employee in question.**

## D. Rules of Conduct

The following rules of conduct are designed to help guide you to a successful employment assignment with Perfect Timing.

1. Follow Perfect Timing's Safety Guidelines and the client's safety requirements, including using appropriate safety gear issued to you while on assignment.
2. Follow Perfect Timing's client's rules and regulations while on assignment to the client.
3. Follow Perfect Timing's policies prohibiting Sexual Harassment and Discrimination and report unlawful workplace conduct.
4. Only accept assignments when you believe you can fulfill the essential requirements of the assignment as described by your PTR, with or without accommodation.
5. Follow the appropriate assignment dress code, if any, as outlined by your Perfect Timing representative.
6. Always be respectful, courteous and professional to your co-workers, management and all others that you come into contact with while on your Perfect Timing job assignment.
7. Follow Perfect Timing's Drug Free Workplace Policy. Do not use or possess drugs and/or alcohol while on assignment. Such use or possession by Perfect Timing employees is strictly prohibited.
8. Follow Perfect Timing's and Perfect Timing's client's attendance rules. Failure to contact your Perfect Timing representative if you will be late or absent from work may result in immediate termination of the assignment or your employment with Perfect Timing.
9. Always contact you PTR if the requirements or schedule of the assignment change.
10. Follow Perfect Timing's Electronic Communications Policy. Do not use Perfect Timing or client equipment, including computers, email, phones, pagers, etc. for personal use.
11. Do not drive your personal vehicle or any company vehicle while on assignment without Perfect Timing's prior written approval.

12. Follow the timecard/paycheck procedures.
13. Your participation in any client or Perfect Timing related recreational, social or athletic activity is voluntary and not part of your work related duties. Such participation is neither mandatory nor expected. Perfect Timing, or Perfect Timing's insurance carrier, will not be liable for any injury resulting from such activity.
14. After completion of an assignment, always return any security badges and/or equipment issued to you by Perfect Timing and/or the client.
15. Never be in possession of firearms and other weapons on Perfect Timing's or Perfect Timing's client's property.
16. Never conduct illegal activities, including gambling, on Perfect Timing's or Perfect Timing's client's property.
17. Never falsify employment records, including applications, time cards, time sheets, swipe card, internet time entry, etc.
18. Never handle cash, checks, negotiables or other valuables without the written consent of Perfect Timing.

Violation of any of the above rules may result in disciplinary action up to, and including, termination of your Perfect Timing assignment or your employment with Perfect Timing.

## **E. Compensation**

Employee shall maintain a timecard which shall reflect the number of hours per day worked for Client. On a weekly basis, or other agreed upon period, Employee shall secure the approval of a representative of Client which shall signify Client's consent and approval of the hours on the timecard. Employee shall deliver electronically or via fax to Perfect Timing said timecard immediately at the end of the work week.

Employee shall be paid according to Perfect Timing's policy, but under no circumstances shall the compensation to be paid to Employee more than ten days subsequent to the end of the pay period, unless Employee is delinquent in delivering her/his timecard to Perfect Timing so as to cause delay in processing and preparation of Employee's compensation check.

Employee shall receive no compensation except as provided in this Section. Employee will not be entitled to expense reimbursement unless specifically agreed in writing between Employee and Client. Client will not attempt to secure reimbursement of expenses for Employee. Employee will not be entitled to fringe benefits, unless specifically agreed in writing, signed by Client.

You must carefully and correctly record your work hours each workday on the timekeeping system provided by Perfect Timing and the client for your particular assignment. This may include a time card, time sheet, swipe card, Internet based entry, or other such method provided to keep track of your work hours on assignment. These hours must be approved weekly by the client's supervisor. Please remember the following key points:

1. As a Perfect Timing employee, you are paid weekly by Perfect Timing for promptly submitted and properly approved time.
2. Employee will not be entitled to reimbursement unless specifically agreed in writing between employee and client. Client must initial any corrections to employee time; failure to do so will delay employee's payment.
3. Employee may work overtime hours if, and only if, employee first obtain consent and approval of Client and Perfect Timing to any and all overtime hours, and such consent acknowledges that Client shall pay such additional amount as necessary to compensate employee through Perfect Timing at the overtime rate.
4. Payment is calculated by the hours reported in and out per day to the nearest .25 hour.
5. Perfect Timing's standard workweek is Monday through Sunday, unless the assignment requires Perfect Timing to use the client's typical workweek instead. PTR will tell employee at the beginning of each assignment about your workweek.
6. Employee hours worked for the week must be submitted to Perfect Timing office no later than end of day on Friday. If you work over the weekend your timecard must be submitted by end of day on Sunday.
7. Paychecks are dated on Wednesday and mailed on Tuesday. If there is a Monday or Tuesday Federal Holiday, paychecks will be dated on Thursday. Paychecks may be picked up in our office as long as employee notifies Perfect Timing by 5pm on Monday.
8. Perfect Timing offers Direct Deposit, which allows employees the option of having their paychecks deposited directly into their bank account.
9. Deductions, which are taken from employee paycheck, are only those required or allowed by law.
10. Employee is responsible for keeping track of and reporting employees' own work hours. Employees are strictly prohibited from submitting the time of a co-worker, which conduct would be grounds for termination of assignment and/or employment.
11. Refer to the following section entitled, "Rest and Meal Periods" for details on the California labor law concerning meal periods.

## **F. Rest and Meal Periods**

In those states where meal and rest periods are required by law during your workday, no assigned work activities may be performed during either the breaks or the meal period. Rest breaks are paid, but meal periods are usually unpaid. Your assignment supervisor will generally schedule an appropriate time for both your rest and meal periods. Please check with Perfect Timing if you should have any questions regarding your rest breaks or a meal period. All quotes given below may be viewed in full at the California Division of Labor Standards Enforcement at: <http://www.dir.ca.gov/DLSE/>

1. "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee."
2. "An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that

if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

3. “If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee’s regular rate of compensation for each day that the meal or rest period is not provided.”

## **G. Perfect Timing’s Policies Prohibiting Workplace Discrimination and Harassment**

### **1. Anti-Discrimination and EEO Policy**

It has been and will continue to be the policy of Perfect Timing that it shall be an equal opportunity employer. Perfect Timing is committed to a policy of equal treatment and opportunity for all employees and applicants for employment. Perfect Timing does not discriminate against employees or applicants for employment in any unlawful manner as defined by federal, state and/or local law, including but not limited to on the basis of race, religion, ancestry, creed, color, national origin, sex, gender, age, marital or parental status, mental or physical disabilities, medical condition, pregnancy, sexual orientation, veteran status, citizenship or any other protected classification.

### **2. Anti-Harassment Policy**

Perfect Timing is committed to a workplace free of unlawful discrimination and harassment as defined by federal, state and/or local law, including but not limited to on the basis of race, religion, ancestry, creed, color, national origin, sex, gender, age, marital or parental status, mental or physical disabilities, medical condition, pregnancy, sexual orientation, veteran status, citizenship or any other protected classification. Unlawful offensive or harassing behavior will not be tolerated against any employee. This policy covers vendors, Clients, or others who enter our workplace, as well as all employees. Supervisory or managerial personnel are responsible for taking proper action to end such behavior in their workplace. No employee of this PT is exempt from this policy.

Unlawful offensive conduct or harassment of a sexual nature, or based on any of the protected categories listed above and any others proscribed by law is prohibited. This may include, but is not limited to:

- a) Comments which are not flattering regarding a person’s race, religion, ancestry, creed, color, national origin, sex, gender, age, marital or parental status, mental or physical disabilities, medical condition, pregnancy, sexual orientation, veteran status, citizenship or any other protected status.
- b) Distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles, or shows
- c) hostility or aversion toward an individual or group because of race, religion, ancestry, creed, color, national origin, sex, gender, age, marital or parental status, mental or physical disabilities, medical condition, pregnancy, sexual orientation, veteran status, citizenship or any other protected status.
- d) Offensive physical actions, written or spoken, and graphic communication (for example, obscene hand or finger gestures or sexually explicit drawings).



- e) Any type of physical contact when the action is unwelcome by recipient (for example, brushing up against someone in an offensive manner).
- f) Expectations, requests, demands or pressure for sexual favors.
- g) Slurs, jokes, negative stereotyping, posters, cartoons, and gestures that are offensive.

Any such offensive conduct will be considered a prohibited form of harassment when any of the following are true:

- h) There is a promise or implied promise of preferential treatment or negative consequence regarding employment decisions or status.
- i) Such conduct has the effect of creating an intimidating or hostile or offensive work environment, or unreasonably interferes with a person's work performance.
- j) The offensive conduct or communication of others offends a third party.

Harassment is considered a form of employee misconduct. Disciplinary action, up to and including termination, will be taken against any employee engaging in this type of behavior. Any supervisor or manager who has knowledge of such behavior yet takes no action to end it is also subject to disciplinary action. Anyone who believes he or she is discriminated against as a result of harassing behavior shall report it immediately, in accordance with the complaint procedure described.

Sexual Harassment has no place in the ordinary course of business and is, in fact, unlawful. Specifically, it must in no way be exercised for purposes of intimidating effect on employment decisions such as promotion, termination, hiring, training, wage and salary increases, transfer, or any other matter that affects the ability of an employee to perform job duties.

It is the policy of Perfect Timing that such sex-related intimidation at any work place constitutes sex discrimination and is hereby prohibited under our long-standing policies against discrimination based on sex. This policy covers vendors, Clients, or others who enter our workplace, as well as all employees.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness.

- k) Unwelcome sexual advances – whether they involve physical touching or not;
- l) Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- m) Offensive e-mail or voice mail messages;
- n) Displaying sexually suggestive objects, pictures, cartoons;
- o) Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- p) Inquiries into one's sexual experiences;

- q) Discussion of one's sexual activities; and any other conduct or behavior deemed inappropriate by Perfect Timing.

Managers and supervisors are to insure that no such intimidation or harmful atmosphere of unwelcome sexual overtones exists in their workplaces. Every effort should be made to sensitize themselves and their employees to the differences between purely social overtones and those intended to affect working conditions. Also, employees are responsible for respecting the rights of their co-workers. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated.

It is the right of any employee to make a complaint through any complaint procedure within the PT and its subsidiaries and divisions, as detailed below.

## **H. Discrimination, Harassment and Retaliation Complaint Procedures**

An employee who feels harassed, discriminated or retaliated against may initiate the complaint process by contacting your local Perfect Timing representative. All complaints will be promptly investigated and will be treated confidentially to the extent possible and appropriate action taken where warranted.

### **I. Anti-Retaliation Policy**

Perfect Timing does not retaliate against employees who (1) come forward to report workplace discrimination, harassment or sexual harassment; or (2) participate in any investigation of workplace discrimination, harassment or sexual harassment in violation of Perfect Timing's policies.

Using Perfect Timing's complaint procedures does not prohibit you from filing a complaint with your local, state or federal agency responsible for investigating such claims.

### **J. Drug Free Workplace Policy**

Perfect Timing recognizes that the misuse of drugs and alcohol can adversely affect the work environment, job performance as well as the quality of work performed by the employee. For these reasons, the sale, purchase, distribution, use, possession or being under the influence of alcohol, unauthorized drugs or controlled substances while on assignment is strictly prohibited.

#### **1. Prohibitions on Use, Sales, Distribution, Dispensation, Manufacture, or Transfer of Drugs**

The non-prescriptive use, sale, possession, distribution, dispensation, manufacture, or transfer of drugs or alcohol at any worksite where employees may be assigned, or elsewhere during work hours is strictly prohibited. Further prohibited is the use, sale, possession, distribution, dispensation, manufacture or transfer of drugs on non-working time where such use, sale, possession, distribution, manufacture or transfers of drugs on non-working time where such use, sale, possession, distribution, manufacture or

transfer is illegal or where it affects the reputation of Perfect Timing to the general public or threatens its integrity.

Legally prescribed and/or over-the-counter medications are excluded from this policy only to the extent that the use of such medications does not adversely affect the employee's work ability, job performance, or the safety of the employee or others. In accordance with the federal Americans with Disabilities Act and similar state and local laws, Perfect Timing will provide reasonable accommodation to qualified individuals with disabilities.

## 2. Drug Testing

Perfect Timing reserves the right to require a drug test under the following conditions:

- a) Pre-Assignment - conducted after an employee is selected for an assignment but prior to the employee starting the assignment; all offers of employment are conditioned upon successful completion of the drug test;
- b) Reasonable Suspicion - conducted when an employee is suspected to be under the influence of illegal drugs or alcohol on the job; or
- c) Post-Accident - conducted following a significant workplace incident/accident, where the employee involved in the incident/ accident was assigned in a safety sensitive position and which resulted in injury to oneself; a co-worker or property. Perfect Timing clients may have additional drug testing requirements, which will be provided to you when applicable.

As a condition of your employment with Perfect Timing, you must abide by the terms of this policy. Any employee found to be in violation of the above will be subject to disciplinary action up to and including termination. Additionally, positive test results may result in the termination of your employment by Perfect Timing. You may be provided with additional information and a separate Drug Testing Acknowledgment Form as applicable to each of the above categories, based upon your particular assignment.

If you have any questions regarding the above please contact your local Perfect Timing Branch.

## 3. Referral and Assistance

Any employee in need of assistance due to drug and/or alcohol use can get confidential counseling, assistance and referral from the following outside sources:

- Alcohol/Drug Abuse Hotline (800) 662-HELP Be Sober Hotline - (800) BE-SOBER
- National Institute on Drug Abuse and Alcoholism - (888) 644-6432

## **K. Workplace Safety, Security and Anti-Violence Policy**

Perfect Timing is committed to providing a safe and secure workplace for its employees, from acts or threats of violence. This policy provides “zero tolerance” for actual or threatened violence against co-workers, clients, visitors, or any other persons. Perfect Timing is committing to ensuring that Perfect Timing employees on assignment at our client’s facilities conduct themselves in a manner which will not undermine our client’s efforts to provide similar safe work environment. Safety and security in the workplace is every employee’s responsibility.

You should immediately inform your supervisor and Perfect Timing’s representative of any workplace security Hazards, threats or acts of threatened violence made against you or to any person or property.

Perfect Timing takes such matters very seriously and will investigate and take appropriate measures to prevent such occurrences.

There are certain tips that could offer early warning signs of potential violent conduct or an unsafe environment. Examples could include:

1. Paranoia or panicked behavior;
2. A fascination or preoccupation with weapons;
3. Expressions condoning violence or sympathizing with violent actions;
4. The unauthorized possession or use of firearms or other weapons on the work premises;
5. Engaging in fights or horseplay on work premises;
6. Intimidation, harassment or threats of any kind directed at any person;
7. Violating safety rules or practices or engaging in conduct that creates a safety or health hazard;
8. Dishonesty, stealing or unauthorized use or destruction of work equipment or property. Stealing or unauthorized use of personal property belonging to an employee or Perfect Timing’s client;
9. Any other behavior which has the intent or effect of endangering the life, safety or well-being of others;
10. Throwing objects, making menacing gestures, expressing grudges against co-workers.

Due to the importance of this policy, employees who violate any of its terms, who engage in or contribute to violent behavior, or who threaten others with violence may be subject to disciplinary action, up to and including termination of the assignment and/or employment.

There is no right of privacy to your assigned work space and all work areas and equipment, including but not limited to desks, file cabinets, email, voice mail and computer storage disks are subject to inspection or search at any time. The misuse of company property or theft is strictly prohibited.

## L. Perfect Timing's Safety Policy

Perfect Timing is committed to the safety of all Perfect Timing employees. Perfect Timing strives to maintain safe environments and practices for the benefit of Perfect Timing's employees.

### **And safety starts with you!**

As you start your Perfect Timing assignment, please keep the following safety tips in mind:

1. If you are unsure on how to complete a job task, do not perform it!
2. Ask your assigned supervisor at your assignment or contact a Perfect Timing representative for assistance.
3. Carefully follow directions of your assignment supervisor at all time.
4. Think through your job task before performing it. Perform it efficiently with care for yourself and other co-workers around you.
5. Always wear the applicable "Personal Protective Equipment" required for the job you are to perform.
6. Look for potential safety hazards that you find to your assigned supervisor immediately, this includes those that you may have already contacted.
7. This allows management to review their processes to reduce the likelihood of that hazard reappearing.
8. Never work on or attempt to repair a piece of machinery that you are not certified or licensed to repair, including but not limited to. All electrical, automated and repetitive motion devices.
9. Do not operate motorized vehicles while on the job without the express written permission of Perfect Timing.
10. Learn the evacuation routes for the facility you work in so that you know how to escape in an emergency. Also make note of the location of fire extinguishers and equipment shut-off devices.
11. Unless your job description includes language that would ordinarily require you to lift or move heavy items (highly unusual in support personnel requirements), NEVER DO IT! Do not move file cabinets, heavy boxes, desks or any other item that you would normally consider "heavy" found in the workplace. It is mandatory that you NEVER attempt to lift, pull, move or push objects that are heavier than you are capable of handling.

You may get additional safety information that is specific to the job you are to perform from Perfect Timing and/or the client representative.

Remember, when in doubt, DON'T DO IT! Call your assignment supervisor for help. You should also always contact your Perfect Timing representative if you have any safety-related questions or concerns.

Please note that most work-related accidents are the result of unsafe acts not unsafe conditions. For this reason, please do not engage in horseplay or conversation with co-workers that may distract them and cause a potential injury or property damage.

## **M. Perfect Timing's Confidentiality Policy**

During your assignment, you may come into contact with or receive information, in writing or verbally, which Perfect Timing and/or its client considers to be confidential, including trade secret, proprietary and/or commercially sensitive information such as financial data, personnel details, facts about the client's clients, the client's abilities and know-how, and performance of operations and other types of project information (called "Confidential Information"). Leaking or using such Confidential Information for anything other than performing your work assignment is strictly prohibited.

Also, activities and relationships, which conflict with your duties and responsibilities to Perfect Timing and/or to your assignment, are not allowed. You must never keep or remove Confidential Information obtained or prepared while on your assignment without the written permission of Perfect Timing or the client. Confidential Information must at all times be returned to Perfect Timing and/or the client.

## **N. Perfect Timing's Privacy Policy**

Perfect Timing's employee information is private. Although Perfect Timing may share employee information related to your qualifications regarding a particular assignment with a client, for all other purposes your employment file is treated as confidential and is only provided to another with your written permission or in compliance with a legal process.

Perfect Timing does not provide personal or professional references or recommendation letters, so do not ask. Perfect Timing does provide your dates of employment, last held position and hourly wage rate confirmation, with your permission.

## **O. Perfect Timing's Electronic Communication Policy**

Perfect Timing (PT) has established this policy concerning the use of any computer, telephone, electronic mail, voice mail, facsimile and personal digital assistant systems (collectively, the "systems") provided by PT or PT's Client to any PT employee, agent or consultant ("You") and any correspondence, data and/or information composed, received and/or sent by you on or through any such Systems, including via remote access. The PT reserves the right to change this policy at any time as may be required under the circumstances, in the PT's sole discretion.

READ THE FOLLOWING CAREFULLY AS THIS POLICY AFFECTS YOUR RIGHTS TO EXPECTATION OF PRIVACY IN THE WORKPLACE, AS WELL AS WITH THE SYSTEMS PROVIDED FOR YOUR USE BY PT OR A CLIENT. FURTHERMORE, A CLIENT MAY MAINTAIN ITS OWN POLICIES WITH REGARD TO ITS SYSTEMS THAT MAY BE EVEN MORE RESTRICTIVE AND BY WHICH YOU MUST STRICTLY ABIDE.

1. The Systems have been provided solely to facilitate business purposes and communications for and on behalf of the PT and/or the Client. Although you may be assigned a personal computer for your use and possess the ability to select an individual password to gain access to the Systems, the equipment and all data and information maintained therein nonetheless belongs to the PT or the Client, as the case may be, and you have no expectation of privacy therein. The contents of any computer, e-mail, voice mail and/or fax communications are accessible at all times by the PT or the Client and are subject to inspection with or without notice, and with or without your knowledge or approval, and should be treated like any other shared, non-private filing system(s). Access to any computer and/or other Systems may be obtained by the PT or the Client with or without your individual password.
2. All information, including but not limited to documents, communications, messages, memoranda, data collection (collectively, "information") composed on, maintained in, sent or received via any System is the property of the PT and/or the Client. The information is not your private property and you have no expectation of privacy therein. You are warned not to input, install, or download anything that you might consider as belonging to you on any System provided by the PT or the Client.
3. Because PT provides the Systems for the purpose of assisting you in the performance of your job, the Systems are to be used for official business of the PT and/or the Client. While the PT recognizes that a certain amount of incidental and occasional personal use may occur, such use must never interfere with your job duties and responsibilities and the information will be treated in accordance with the stated policies herein and will not be considered private. The Client may have a more restrictive policy with respect to personal use, which may prohibit, any personal use of its Systems, even minimal, incidental or occasional use. You must always check with your supervisor with respect to any personal, non-business use of the Client's Systems.
4. Back-up copies of email, voice mail and faxes may be maintained, stored and referenced by the PT or the Client in the future as deemed necessary. Copies of email messages may remain on the System even after they are deleted. Deletion of email does not insure its permanent removal, which may still be accessible by the PT and/or the Client.
5. You are directed not to use the passwords and/or access codes assigned to or created by others to gain access to any System. In order to preserve network security, login passwords used to access the Systems are not to be shared with others. Data files and system level passwords (i.e. documents, BIOS, personal folders) are not to be individually password-protected unless directed by your supervisor and any such passwords must be made available to your supervisor and/or IT services upon request.
6. While email is an expedient and informal communication, every transmission is a permanent written document. You should exercise the same degree of care when drafting an email message as you would if sending a letter and at all times utilize appropriate professional business etiquette.
7. You must exercise extreme caution when forwarding emails.
8. Disclosure of confidential information could have disastrous consequences and subject you to disciplinary action and potential liability. You are prohibited from forwarding a message marked as confidential to any other party without the original sender's express knowledge and consent. Communications should be



accessed or read only by the intended recipient. If you have any questions about a specific situation contact your supervisor and/or a PT representative.

9. Any System provided for work activities may never be used to transmit inappropriate and/or unlawful communications that may be seen as insulting, disruptive, or offensive by other persons, harmful to morale, or contrary to the business interests of the PT or Client. Such uses are strictly prohibited. Should you become aware of any such improper or inappropriate uses, you must promptly notify your supervisor at the PT or contact a Perfect Timing representative. Examples of inappropriate communications include, but are not limited to:
  - a) Sexually-explicit or implicit messages, cartoons, pictures or jokes;
  - b) Unwelcome propositions or romantic notes/letters;
  - c) Ethnic, sexual, religious or racial statements or slurs;
  - d) Harassment or disparagement of others based on their gender, race, sexual orientation, age, national origin, disability, religious or political beliefs;
  - e) Communication which disparages anyone or any entity, including but not limited to the PT or Client, or its/their employees;
  - f) Other messages that could be construed as offensive or unlawful.
10. The Systems must not be used for soliciting or proselytizing for commercial ventures, religious, political or personal causes, outside organizations or any other non-job-related reasons.
11. The Systems must not be used to send/upload or receive/ download for printing and/or distribution copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from Perfect Timing management and in compliance with applicable laws including but not limited to copyright laws.
12. Access to the Internet is granted for legitimate business reasons.
13. Time used to survey or browse the Internet should be reserved for business needs and concerns only. You must avoid accessing or downloading information on the Internet that is not job specific or business related. Under no circumstances should a program or executable file be downloaded from an unknown or unsecured site. Any and all files downloaded from the internet or received via email must be scanned for viruses with a currently updated anti- virus utility approved by the PT or the Client prior to opening.
14. You will have access to information, which the PT and/or the Client deems at all times to be confidential, proprietary, trade secret and/or commercially sensitive information belonging to the PT and/or the Client ("Confidential Information") as a result of your use of the Systems. The same duty of non-disclosure of Confidential Information applies with respect to electronically transmitted or maintained data and information, as with all other files, records, lists, documents, etc. Unauthorized disclosure without the permission of a proper Perfect Timing representative, of any Confidential Information, orally or in writing, including but not limited to by use of the email or voice mail systems, is strictly prohibited.
15. Do not install electronic games or other non-approved software applications on any computer. In the event that a new program and/or other such foreign floppy disk or CD is to be introduced, you are required to



first contact your supervisor. You will be responsible for any virus or other incompatibility facilitated by your unauthorized use of the System.

16. While certain safeguards are used by the PT to prevent unauthorized access to its Systems, they cannot absolutely be guaranteed secure. You must also exercise great care to preserve and protect the security of the Systems. If you discover a violation of these policies, you are required to immediately alert your supervisor or a Perfect Timing representative.
17. If Perfect Timing Discovers that you are misusing any System or (ii) in any way violating this policy, you will be subject to disciplinary action, up to and including termination of your employment and any other legal action that the PT may elect to pursue.

## **P. Additional Services**

1. Employee understands and acknowledges that Employee would not be performing services for Client but for PT's performance in its business. So as not to interfere with such business and assist PT in maintaining its business for the benefit of Employee and other Employees, Employee agrees that, for a period of time commencing with the effective date of this Agreement and termination upon expiration of the term of this Agreement, if Employee performs services for the benefit of Client in addition to services agreed upon, Employee shall compensate PT directly or assist PT to be compensated by Client, in such amounts as may be consistent with PT's then current fee schedule.
2. If PT learns that Client requires services, Employee shall so notify PT. But, if Employee refers another to Client and such other persons performs those services for Client, Employee shall use her/ his best efforts to secure for PT from Client or such other person for compensation referenced in this section or shall pay PT such amounts directly.

## **Q. Employee Eligibility Verification Policy**

In compliance with the Immigration Reform and Control Act of 1986, Perfect Timing only hires persons who are citizens, persons lawfully admitted to the United States for permanent residence, or aliens authorized to work in the United States.

All Employees must provide identification and proof of work eligibility to work in the United States at the time of hire with Perfect Timing prior to the start of the assignment. Perfect Timing cannot employ individuals without proper documents.

California law shall govern this Agreement and the subject matter hereof. This Agreement contains all of the understandings, terms and agreements pertaining to Employee's employment by Employer. Unless contained

herein, no representation, promise or agreement shall be binding on Employer. Any modification of this Agreement must be in writing signed by both parties. If any clause, sentence, paragraph or other provision herein is for any reason deemed unenforceable, such shall be severed here from and the remainder of the Agreement shall be construed as if such were not a part hereof. The failure of Employer to require performance by Employee of any provision hereof shall not be a waiver of such provisions. Nothing herein shall be construed as creating any relationship other than Employer/Employee and Employee shall not represent her/himself as having any authority of obtaining any capacity other than Employee of Employer. Should it be necessary to resort to a court of law or arbitration to enforce any provisions of this contract the prevailing party shall be entitled to reasonable attorney fees and costs of such action.