



ON DEMAND STAFFING SERVICES

EMPLOYMENT APPLICATION (Please print)

Personal Information

Incomplete information could disqualify you from further consideration. Please complete all fields.

First Name:		Last Name:	
Street address:			
City:		State:	Zip Code:
Phone number:		Email address:	
Do you have the legal right to work in the United States? <i>[Proof of identity and right to work in US is a condition of employment]</i>			<input type="radio"/> Yes <input type="radio"/> No
Are you at least 18 years of age? <i>[Proof of age and a work permit may be required before hiring]</i>			<input type="radio"/> Yes <input type="radio"/> No
Are you able to perform the essential functions of the position for which you are applying, with or without a reasonable accommodation? If no, please explain below. (If you are unsure as to what functions are applicable to the position for which you are applying, please ask the interviewer before you answer this question)			<input type="radio"/> Yes <input type="radio"/> No
Within the past ten (10) years have you been convicted of a crime that has not been judicially expunged, sealed or eradicated? <i>(a conviction does not automatically disqualify you from employment)</i>			<input type="radio"/> Yes <input type="radio"/> No

Employment Desired

Position applying for:	
List all days and hours available:	
If hired, on what date can you start?	Salary desired: \$ _____ per
Do you know any employees of our company <input type="radio"/> Yes <input type="radio"/> No	If yes, who?
What language(s) do you speak fluently?	
Have you ever worked for this company? <input type="radio"/> Yes <input type="radio"/> No	If yes, when/where?

Education

	Name & Address of School (City/State)	Graduate (yes / no)	Major	Degree
High School				
College / Trade School				
Graduate School				

Employment History

Provide at least seven (7) years of history, including periods of unemployment, starting with the most recent. Use a separate sheet if necessary.

Company (most recent):	City/State:
Start date:	Supervisor's name:
End date:	Phone number:
Position:	Final salary:
Reason for leaving:	May we contact? <input type="radio"/> Yes <input type="radio"/> No

Company:	City/State:
Start date:	Supervisor's name:
End date:	Phone number:
Position:	Final salary:
Reason for leaving:	May we contact? <input type="radio"/> Yes <input type="radio"/> No
Company:	City/State:
Start date:	Supervisor's name:
End date:	Phone number:
Position:	Final salary:
Reason for leaving:	May we contact? <input type="radio"/> Yes <input type="radio"/> No
Company:	City/State:
Start date:	Supervisor's name:
End date:	Phone number:
Position:	Final salary:
Reason for leaving:	May we contact? <input type="radio"/> Yes <input type="radio"/> No

Have you ever been terminated from employment or asked to resign by an employer? If yes, please provide company names and details below.	<input type="radio"/> Yes <input type="radio"/> No

References

Provide **at least** 2 personal and 2 employment related references.

Personal	Professional (Employment related)
Name:	Name:
Relationship:	Relationship:
Address:	Address:
Phone:	Phone:
Email:	Email:
Notes:	Notes:
Name:	Name:
Relationship:	Relationship:
Address:	Address:
Phone:	Phone:
Email:	Email:
Notes:	Notes:

APPLICANT'S CERTIFICATION (Please read before signing)

I hereby certify that the information contained in this employment application and any other information that I submit to **On Demand Staffing Services, LLC and/or its affiliates** (the Company) is true and complete to the best of my knowledge. I understand that the Company will rely on this information in evaluating my application. In the event of my employment, I understand that false or misleading information in this application, omissions of facts called for on this application or any interview(s) for this or any position with the Company shall be considered sufficient basis for dismissal and may result in immediate termination of my employment.

Unless I specifically said "no," I agree that the Company may contact my present and past employers to check this information and any matter related to my employment. I also authorize any person or company to give the Company any information that it requests about me. I hereby waive and release all persons and companies from any liability or damages that may result from the use, disclosure, or release of this information, whether it's favorable or unfavorable to me. I hereby release the Company from any/all liability of whatever kind and nature which, at any time, could result from obtaining and having an employment decision based on such information.

I understand that should an employment offer be extended to me and accepted that I will fully adhere to the policies, rules and regulations of employment of the Company. However, I further understand that neither the policies, rules, regulations of employment nor anything said during the interview process shall be deemed to constitute the terms of an implied employment contract. I further understand that neither the completion of this application nor any other part of my consideration for employment establishes any obligation for the Company to hire me. I understand that if the Company hires me, I will be an at-will employee with no agreement about the length of my employment. Either the Company or I may end the employment relationship at will, any time, with or without cause, and with or without notice.

By signing below, you agree to the terms above.

Applicant's signature: _____ Date: _____

Important Notice to Applicants

On Demand Staffing Services LLC complies with the U.S. Immigration laws and hires only those legally authorized to work in the United States. On Demand Staffing Services, LLC provides equal employment opportunity for all applicants. We do not unlawfully discriminate against otherwise qualified applicants on the basis of gender, gender identity, pregnancy, perceived pregnancy, childbirth, breastfeeding or related medical conditions, race, color, creed, religion (including religious dress and religious grooming), national origin, citizenship, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, domestic partner status, family care or medical leave status, veteran status, or any other basis protected by federal, state, or local laws.. We prohibit the harassment of any individual on the basis of any of these characteristics. We will also make reasonable accommodations for individuals with disabilities, to enable them to perform their job duties.

On Demand Staffing Service LLC is a drug-free workplace. On Demand Staffing Services, LLC conducts background investigations as part of its hiring process. This employment application is valid for 60 days from the date above. Consideration for employment after 60 days requires a new application to be completed.



ON DEMAND STAFFING SERVICES

Employment Inquiry Authorization

In connection with my application for employment, I understand that investigate inquires on my background, in accordance with the Fair Credit Reporting Act and all state and federal laws, are to be made on me, including information as to my person character, abilities, work habits, mode of living, residency, general reputation, performance, experience, and other qualities pertinent to my qualifications for employment, including reasons for termination of past employment.

I understand that prospective employer and/or PeopleTrail, LLC may make inquiries, including but not limited to my consumer credit history, education, professional licensing, criminal history and driving history. Furthermore, I understand that prospective employer and/or PeopleTrail, LLC may request information from various federal, state and other agencies that maintain records concerning my past driving history, civil and other experiences.

I understand that according to the Fair Credit Reporting Act, I am entitled to know if employment is denied because of information obtained by my perspective employer from a Consumer Reporting Agency. Upon written request, I will be informed whether an investigative consumer report was requested and will be given full information as to the nature and the scope of the investigation, as well as the name of the reporting agency or source of information.

I authorize without reservation, any party (including, but not limited to, employers, law enforcement agencies, state agencies, institutions and private information bureaus or repositories) contacted by prospective employer to furnish any or all of the above-mentioned information. I will allow a photocopy of this authorization to be as valid as the original.

Print Full Name: _____

Social Security: _____ Date of Birth _____

Email Address: _____

Current Address: _____

City/State/Zip: _____

Driver's License # _____ State _____

Prospective Employer: _____

Applicants initials as Signature _____

*Date of birth is being requested only for the purpose of identification in obtaining accurate retrieval of records, and will not be used for discriminatory purposes.



ON DEMAND STAFFING SERVICES

I, _____, understand and agree to the following:

The cost of my background check and drug screen will fully be absorbed by On Demand Staffing Services after 30 days of employment.

If I do not give 24 hours' notice before leaving an assignment and abandon my job, my unpaid wages will be reduced to minimum wage without exception.

Pre-employment drug screens are required within 30 days of the start of any new assignment.

My refusal to submit a drug screen is grounds for termination.

I understand if I leave any personal belongings at the Job site, On Demand Staffing Services will not be responsible for these belongings. I understand that these items will be held at an at On Demand Staffing Services' office if a company notifies us and we arrange pick up. If these items are not picked up within 30 days, they will be disposed.

Emergency Contact: _____ Relationship: _____

Phone number: _____

Print Name: _____

Sign Name: _____

Date: _____



Employment Eligibility Verification
Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
Form I-9
 OMB No. 1615-0047
 Expires 10/31/2022

▶ **START HERE: Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.**

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name <i>(Family Name)</i>		First Name <i>(Given Name)</i>		Middle Initial	Other Last Names Used <i>(if any)</i>	
Address <i>(Street Number and Name)</i>			Apt. Number	City or Town		State ZIP Code
Date of Birth <i>(mm/dd/yyyy)</i>	U.S. Social Security Number □□□□ - □□ - □□□□		Employee's E-mail Address		Employee's Telephone Number	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

<input type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States <i>(See instructions)</i>	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. <i>(See instructions)</i>	
<p><i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i></p> <p>1. Alien Registration Number/USCIS Number: _____ OR 2. Form I-94 Admission Number: _____ OR 3. Foreign Passport Number: _____ Country of Issuance: _____</p>	
QR Code - Section 1 Do Not Write In This Space	

Signature of Employee	Today's Date <i>(mm/dd/yyyy)</i>
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Preparer and/or Translator Certification (check one):
 I did not use a preparer or translator. A preparer(s) and/or translator(s) assisted the employee in completing Section 1.
(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Today's Date <i>(mm/dd/yyyy)</i>	
Last Name <i>(Family Name)</i>		First Name <i>(Given Name)</i>	
Address <i>(Street Number and Name)</i>		City or Town	State ZIP Code

Employer Completes Next Page



Employment Eligibility Verification
Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
Form I-9
 OMB No. 1615-0047
 Expires 10/31/2022

Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")

Employee Info from Section 1	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
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List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)
Document Title		Additional Information		QR Code - Sections 2 & 3 Do Not Write In This Space
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): _____ **(See instructions for exemptions)**

Signature of Employer or Authorized Representative		Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative	
Last Name of Employer or Authorized Representative	First Name of Employer or Authorized Representative		Employer's Business or Organization Name On Demand Staffing Services, LLC	
Employer's Business or Organization Address (Street Number and Name) 5760 Patriot		City or Town Austintown	State OH	ZIP Code 44515

Section 3. Reverification and Rehires *(To be completed and signed by employer or authorized representative.)*

A. New Name (if applicable)			B. Date of Rehire (if applicable)	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)	

C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
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I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
----------------------------------------------------	---------------------------	-----------------------------------------------

LISTS OF ACCEPTABLE DOCUMENTS

All documents must be UNEXPIRED

Employees may present one selection from List A
or a combination of one selection from List B and one selection from List C.

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
<ol style="list-style-type: none"> 1. U.S. Passport or U.S. Passport Card 2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551) 3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa 4. Employment Authorization Document that contains a photograph (Form I-766) 5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: <ol style="list-style-type: none"> a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: <ol style="list-style-type: none"> (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form. 6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI 	OR	<ol style="list-style-type: none"> 1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 3. School ID card with a photograph 4. Voter's registration card 5. U.S. Military card or draft record 6. Military dependent's ID card 7. U.S. Coast Guard Merchant Mariner Card 8. Native American tribal document 9. Driver's license issued by a Canadian government authority <li style="text-align: center;">For persons under age 18 who are unable to present a document listed above: 10. School record or report card 11. Clinic, doctor, or hospital record 12. Day-care or nursery school record 	AND	<ol style="list-style-type: none"> 1. A Social Security Account Number card, unless the card includes one of the following restrictions: <ol style="list-style-type: none"> (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION 2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240) 3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal 4. Native American tribal document 5. U.S. Citizen ID Card (Form I-197) 6. Identification Card for Use of Resident Citizen in the United States (Form I-179) 7. Employment authorization document issued by the Department of Homeland Security

Examples of many of these documents appear in the Handbook for Employers (M-274).

Refer to the instructions for more information about acceptable receipts.

Notice to Employee

1. For state purposes, an individual may claim only natural dependency exemptions. This includes the taxpayer, spouse and each dependent. Dependents are the same as defined in the Internal Revenue Code and as claimed in the taxpayer's federal income tax return for the taxable year for which the taxpayer would have been permitted to claim had the taxpayer filed such a return.

2. You may file a new certificate at any time if the number of your exemptions **increases**.

You must file a new certificate within 10 days if the number of exemptions previously claimed by you **decreases** because:


- (a) Your spouse for whom you have been claiming exemption is divorced or legally separated, or claims her (or his) own exemption on a separate certificate.
- (b) The support of a dependent for whom you claimed exemption is taken over by someone else.
- (c) You find that a dependent for whom you claimed exemption must be dropped for federal purposes.

The death of a spouse or a dependent does not affect your withholding until the next year but requires the filing of a new certificate. If possible, file a new certificate by Dec. 1st of the year in which the death occurs.

For further information, consult the Ohio Department of Taxation, Personal and School District Income Tax Division, or your employer.

3. If you expect to owe more Ohio income tax than will be withheld, you may claim a smaller number of exemptions; or under an agreement with your employer, you may have an additional amount withheld each pay period.

4. A married couple with both spouses working and filing a joint return will, in many cases, be required to file an individual estimated income tax form IT 1040ES even though Ohio income tax is being withheld from their wages. This result may occur because the tax on their combined income will be greater than the sum of the taxes withheld from the husband's wages and the wife's wages. This requirement to file an individual estimated income tax form IT 1040ES may also apply to an individual who has two jobs, both of which are subject to withholding. In lieu of filing the individual estimated income tax form IT 1040ES, the individual may provide for additional withholding with his employer by using line 5.

 please detach here



**Department of
Taxation**

Employee's Withholding Exemption Certificate

Print full name _____ Social Security number _____

Home address and ZIP code _____

Public school district of residence _____ School district no. _____
(See *The Finder* at tax.ohio.gov.)

- 1. Personal exemption for yourself, enter "1" if claimed _____
- 2. If married, personal exemption for your spouse if not separately claimed (enter "1" if claimed) _____
- 3. Exemptions for dependents _____
- 4. Add the exemptions that you have claimed above and enter total _____
- 5. Additional withholding per pay period under agreement with employer \$ _____

Under the penalties of perjury, I certify that the number of exemptions claimed on this certificate does not exceed the number to which I am entitled.

Signature _____ Date _____

Employee's Withholding Certificate

▶ **Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.**
 ▶ **Give Form W-4 to your employer.**
 ▶ **Your withholding is subject to review by the IRS.**

2020

Step 1: Enter Personal Information	(a) First name and middle initial	Last name	(b) Social security number
	Address		▶ Does your name match the name on your social security card? If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to www.ssa.gov .
	City or town, state, and ZIP code		
	(c) <input type="checkbox"/> Single or Married filing separately <input type="checkbox"/> Married filing jointly (or Qualifying widow(er)) <input type="checkbox"/> Head of household (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)		

Complete Steps 2–4 ONLY if they apply to you; otherwise, skip to Step 5. See page 2 for more information on each step, who can claim exemption from withholding, when to use the online estimator, and privacy.

**Step 2:
Multiple Jobs
or Spouse
Works**

Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs.

Do **only one** of the following.

(a) Use the estimator at www.irs.gov/W4App for most accurate withholding for this step (and Steps 3–4); **or**

(b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below for roughly accurate withholding; **or**

(c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld ▶

TIP: To be accurate, submit a 2020 Form W-4 for all other jobs. If you (or your spouse) have self-employment income, including as an independent contractor, use the estimator.

Complete Steps 3–4(b) on Form W-4 for only ONE of these jobs. Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3–4(b) on the Form W-4 for the highest paying job.)

Step 3: Claim Dependents	If your income will be \$200,000 or less (\$400,000 or less if married filing jointly):		
	Multiply the number of qualifying children under age 17 by \$2,000 ▶ \$ _____		
	Multiply the number of other dependents by \$500 ▶ \$ _____		
	Add the amounts above and enter the total here	3	\$ _____
Step 4 (optional): Other Adjustments	(a) Other income (not from jobs). If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income	4(a)	\$ _____
	(b) Deductions. If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here	4(b)	\$ _____
	(c) Extra withholding. Enter any additional tax you want withheld each pay period	4(c)	\$ _____

**Step 5:
Sign
Here**

Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete.

▶ _____ ▶ _____
Employee's signature (This form is not valid unless you sign it.) **Date**

Employers Only	Employer's name and address	First date of employment	Employer identification number (EIN)

Employee Acknowledgement Form

The Employee Manual describes important information about On Demand Staffing Services and I understand that I should consult On Demand Staffing Services regarding any questions not answered in the manual. I have entered into my employment relationship with On Demand Staffing Services voluntarily and acknowledge that there is no specified length of employment. Accordingly, either On Demand Staffing Services or I can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal and state law.

Because the information, policies and benefits described here are necessarily subject to change, I acknowledge that revision to the manual may occur, except to On Demand Staffing Services policy of employment at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. Only the Chief Operating Officer at On Demand Staffing Services has the ability to adopt any revisions to the policies in this manual.

Furthermore, I acknowledge that the Employee Manual is neither a contract of employment nor a legal document and does not constitute an express or implied contract of employment. I understand that I may request a hard copy of the Employee Manual from any member of On Demand Staffing Services management staff. I hereby acknowledge that I have been given an opportunity to read and review the manual and I understand its contents, including but not limited to the policies of EEO, Unlawful Harassment and Drug and Alcohol Use. I understand it is my responsibility to read and comply with the policies contained in the Employee Manual and any revision made to it.

Employee Name (Please Print)

Employee Signature

Date



ON DEMAND
STAFFING SERVICES

Temporary Employee Manual

Employee Handbook 7/16/19

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Introductory Statement

This manual is designed to acquaint you with On Demand Staffing Services and provide you with information about working conditions 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.

No employee manual can anticipate every circumstance or question about policy. As On Demand Staffing Services continues to grow, the need may arise, and On Demand reserves the right, to revise, supplement, or rescind any policies or portion of the manual from time to time as it deems appropriate, without advance notice, in its sole and absolute discretion. Employees will be notified of such modifications to the manual. On Demand Staffing Services' employment-at-will policy is not subject to modification. Nothing in this manual is intended to create a contract (express or implied) or any other legally enforceable obligation on the part of On Demand Staffing Services.

No one other than the Chief Operating Officer of On Demand Staffing Services may alter or modify any of the policies in this manual. Any alterations or modifications of the policies in this manual must be in writing. No statement or promise by a coordinator, manager, supervisor, or department head, past or present, may be interpreted as a change in policy, nor will it constitute an agreement with an employee.

Nature of Employment

Employment with On Demand Staffing Services is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, On Demand Staffing Services may terminate the employment relationship at will at any time, with or without notice or cause, as long as there is no violation of applicable federal or state law.

Policies set forth in this manual are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between On Demand Staffing Services and any of its employees. The provisions of the manual have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or canceled at any time, at On Demand Staffing Services' sole discretion.

Employee Relations

On Demand Staffing Services believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our On Demand experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that On Demand Staffing Services' amply demonstrates its commitment to employees by responding effectively to employee concerns.

Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at On Demand Staffing Services will be based on merit, qualifications, and abilities. On Demand Staffing Services does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

On Demand Staffing Services will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of On Demand Staffing Services Chief Operating Officer. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Unlawful Retaliation Prohibited

On Demand Staffing Services strictly prohibits and does not tolerate unlawful retaliation against any employee by any employee. All forms of unlawful retaliation are prohibited, including any form of discipline, reprisal, intimidation or other form of retaliation for participating in any activity protected by law.

If an employee is subjected to any conduct that he or she believes violates this policy, the employee must promptly speak to, write or otherwise contact your direct supervisor or, if the conduct involves the employee's direct supervisor, the Controller ideally within five (5) days of the offending conduct. The employee's complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. On Demand Staffing Services will directly and thoroughly investigate the facts and circumstances of all perceived retaliation and will take prompt corrective action, if appropriate.

Additionally, any manager or supervisor who observes retaliatory conduct must report the conduct to the Controller so that an investigation can be made and corrective action taken, if appropriate.

Any employee whom On Demand Staffing Services determines has engaged in retaliation in violation of this policy, will be subject to discipline, up to and including termination of employment. This policy is not intended to restrict communications or actions protected or required by state or federal law.

Immigration Law Compliance

On Demand Staffing Services is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

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

Employees with questions or seeking more information on immigration law issues are encouraged to contact On Demand Staffing Services Chief Operating Officer. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

Employment Applications

All applicants for employment with On Demand Staffing Services must fully complete, sign and date On Demand Staffing Services employment application form. On Demand Staffing Services relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsification or material omission in any of this information or data may result in On Demand's exclusion

of the individual from further consideration for employment or, if the person has been hired, termination of employment. The completed application form will be made part of the personnel file of those applicants accepted for employment.

Criminal Background Policy

On Demand Staffing Services requires all applicants to provide On Demand with authorization to conduct background searches that include criminal conviction records of the applicant. Conviction of a crime will not automatically disqualify an applicant from consideration for employment. On Demand Staffing Services will consider all of the available information in reviewing applications, including the nature of the position for which the applicant is applying, as well as the date, nature, and circumstances surrounding the criminal incident. Therefore, it is important that applicants provide On Demand Staffing Services with any information that the applicant would like to be taken into consideration. This information will be kept strictly confidential and will not be shared with anyone other than persons who are directly involved in the hiring process and who require the information to make a hiring decision.

If the criminal history provided by the applicant does not conform with the information received from the background search, the applicant will be given the opportunity to explain any inaccuracies. Falsification of application materials, including failure to disclose criminal convictions, may result in On Demand Staffing Services exclusion of the individual from further consideration for employment.

Employees who are convicted of a criminal violation must notify On Demand Staffing Services within five (5) days of the conviction. Failure to report a conviction may result in discipline up to and including immediate termination of employment.

Personnel Data Changes

It is the responsibility of each employee to promptly notify On Demand Staffing Services of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify On Demand Staffing Services recruitment staff.

Employment Classification

Exempt Employees

Employees who are designated as exempt are paid a fixed salary and are not entitled to overtime pay.

Nonexempt Employees -Employees who are designated as nonexempt are entitled to overtime pay at a rate of one and one-half times their regular rate of pay for all hours worked over 40 in one workweek, as required by applicable federal and state law.

Full-Time Employees -Employees who work at least 40 hours per week are considered full-time employees.

Timekeeping -Accurately reporting time worked is the responsibility of every On Demand Staffing Service employee. Federal and state laws require On Demand Staffing Services to keep an accurate record of time worked in order to calculate employee pay and benefits. For the purposes of this policy, "time worked" means all time actually spent performing the job duties.

On Demand Staffing Services

On Demand Staffing Services recruiters will provide employees with specific timekeeping procedures for the job site to which they are assigned. Employees must clock in when they begin their work and clock out when they end their work. Employees must also clock out and back in at the beginning and ending time of each meal or break period. They should also clock out for any split shift or departure from work for personal reasons. Off-the-clock work is strictly prohibited. Overtime work must always be approved by the employee's supervisor at the job-site to which they are assigned before it is performed.

If an employee forgets to clock in or out for his or her shift, the employee must contact his or her supervisor immediately when it is realized, to explain the circumstances and to provide actual clock in or out information. Employees will be subject to disciplinary action up to and including termination for excessive failure to clock in or out without reasonable justification.

Altering, submitting false time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment. It is the employee's responsibility to clock in at the beginning of each shift and clock out at the end of each shift. It is also the employee's responsibility to notify his or her supervisor of any errors in the time records.

Any attempt to tamper with the timekeeping hardware or software will be considered a serious offense, subject to disciplinary action, up to and including termination. Any employee interfering with another's use of time clocks will likewise be subject to disciplinary action up to and including termination.

Pay Period and Hours

All employees are paid weekly. On Demand Staffing Services pays its employees either by direct deposit or through On Demand's pay card system.

Garnishment

Garnishments are court orders requiring an employer to withhold specified amounts from an employee's wages for payment of a debt owed by the employee to a third party. State law requires On Demand to honor garnishments of employee wages (including child support) as a court or other legal judgment may instruct. The law also provides for an administrative fee to be charged when a garnishment occurs. Such administrative fee may be deducted from an employee's wages without the employee's consent.

Work Schedules

Work schedules are determined by the supervisor at the job site to which the employee is assigned. Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Employees are responsible for notifying On Demand Staffing Services when a job assignment ends. Once an assignment ends, Employees must report to On Demand Staffing Service office within 48 hours of the end of their assignment and sign the availability list in order to request another assignment. Employees must also call On Demand Staffing Services in order to request another assignment daily until they receive another assignment. If an employee fails to sign the availability list, fails to contact On Demand Staffing Services to request another job assignment, or refuses to accept

another assignment, On Demand Staffing Services will assume that the employee has voluntarily resigned, which could cause the employee to be ineligible to receive unemployment insurance benefits.

Attendance and Punctuality

To maintain a safe and productive work environment, On Demand Staffing Services expects employees to be reliable and to be punctual in reporting for scheduled work. Regular and on-time attendance is essential for efficient operations. Excessive absenteeism and tardiness is not only inconvenient but also creates a burden for On Demand Staffing Service clients. While it is recognized that an occasional illness or extenuating personal reason may cause unavoidable absence from work or tardiness, regular on-time attendance is required for continued employment.

In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify both an On Demand Staffing Services Manager and the supervisor at the job site to which they are assigned at least one hour in advance of the anticipated tardiness or absence.

Any employee who fails to maintain an acceptable attendance record may be subject to disciplinary action up to and including termination. If any employee is absent from work for more than 24 hours without informing their immediate supervisor, On Demand Staffing Services will assume that the employee has resigned and employment will be terminated as of the last day worked by the employee.

On Demand Staffing Services expects employees to complete assignments accepted by the employee. Failure to complete a shift or assignment without justification may result in disciplinary action up to and including termination of employment.

One unexplained or unexcused absence (one “no call/no show”) may be cause for immediate termination. If you accept a job assignment and you “no call/no show” or if you leave the job site prior to the scheduled completion time, On Demand Staffing Services may assume that you have voluntarily resigned your employment.

Employees must be accessible by telephone and must have reliable transportation.

If an applicant accepts employment with On Demand Staffing Services and does not complete his or her first job assignment, Staff Right will deduct the cost of the employee’s criminal background check (\$25.00) and drug test (\$40.00) from the employee’s pay unless prohibited by law or regulation.

If an employee receives an overpayment of wages, On Demand Staffing Services will make adjustments to the employee’s paycheck in order to offset any overpayment received by the employee, in accordance with applicable law.

Safety and Workers' Compensation Insurance

At On Demand Staffing Services we take our responsibility as your employer very seriously. We go to great lengths and expense to provide a safe working environment. On Demand Staffing Services provides a workers' compensation insurance program at no cost to employees. Subject to applicable laws, workers' compensation insurance may provide benefits for an injury or illness arising out of and in the course of employment that requires medical, surgical, or hospital treatment after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain or observe work-related injuries or illnesses must immediately inform both their supervisor at the job site to which they are assigned, as well as On Demand Staffing Services Chief Operating Officer. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

Employees will be required to submit to a drug and alcohol screening within three (3) hours following a work related injury or accident. Refusal to submit to a drug or alcohol screening following a work related injury or accident may result in immediate suspension and/or termination. If an employee fails drug or alcohol screening at the time mentioned above, he or she may forfeit his or her right to workers' compensation benefits.

Employees should immediately notify On Demand Staffing Services if the client for which they assigned to work asks or instructs them to perform duties other than those that were described to them by On Demand Staffing Services. Employees must also comply with any safety policies and procedures for the job site to which they are assigned. Performing duties outside the scope of the job assignment, failure to follow safety policies and procedures, or failure to use/wear required safety equipment could result in disciplinary action, up to and including termination of employment. Injuries sustained by employees while performing duties outside the scope of their job assignment (including horseplay) or sustained while failing to follow safety policies/procedures or wear/use required safety equipment might not be covered by workers' compensation insurance.

No employee will be subjected to retaliation by On Demand Staffing Services because he or she has reported what he or she believes to be workplace safety issues.

If you feel that On Demand Staffing Services has not met its obligations under this policy, you should contact Tara Evans. An effective workplace safety policy depends on everyone working together to address this very important subject.

Personal Appearance

Dress standards will depend upon the job site at which the employee is assigned. Employees are expected to present a clean and neat appearance and to dress according to the requirements of their work assignment.

If you have questions as to what constitutes appropriate attire, consult the supervisor at the job site to which you are assigned or an On Demand Staffing Service Manager.

Personal Leave

Military Leave

On Demand Staffing Services provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state laws. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and for examinations to determine fitness for duty.

Total military leave time may not exceed five years during employment, except under special circumstances. Advance notice of leave is required, where possible, and must be requested by presenting the orders of the Commanding Officer of the employee's military unit to the employee's manager. Please inform your manager of anticipated military leave time as far in advance as possible.

Employees on military leave may take all, part or none of their earned accrued leave time during their military duty. Otherwise, military leave is unpaid. Employees on military leave who are current participants in the group health plan will be covered for a period of 31 days from the date leave begins. Benefits under the Group Health Plan will continue through the last day of the month in which this 31-day period begins. Additional health plan coverage continuance for up to 24 months may be arranged through COBRA (Consolidated Omnibus Budget Reconciliation Act) for the remainder of leave or until

rights under COBRA expire. Employees may be required to pay up to 102 percent of the full premium for this additional coverage. Upon reinstatement, coverage will be retroactive to the first day of the month in which the employee returns from military leave.

Employees returning from military leave must report or submit applications for reemployment within specified time limits, except in some circumstances.

Employees returning from a leave of fewer than 31 days must report to work by the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight hour rest period.

Employees returning from a military leave of more than 30 but fewer than 181 days must submit an application for reemployment within 14 days of completion of service.

Employees returning from a military leave of more than 180 days must submit an application for reemployment within 90 days of completion of service.

Service members convalescing from injuries received during service or training may have up to two years from the date of completion of service to return to their jobs or apply for reemployment.

Employees who are not regular status employees may not be eligible for reinstatement following military leave and reinstatement may not be required for other employees in some circumstances. Contact the Human Resources Department for information pertinent to your situation.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

Jury/Witness Duty

On Demand Staffing Services encourages employees to fulfill their civic responsibilities by serving jury and witness duty when required. Non-exempt employees will not be paid for leave taken to perform jury duty. Employees who are subpoenaed to serve as a witness in a legal proceeding in which On Demand Staffing Services has an interest will be paid at their regular rate of pay for leave taken to serve as a witness.

Employees must notify their immediate supervisor upon receipt of a summons or subpoena so that arrangements can be made to accommodate the employee's absence. A document from the court which shows the time spent by the employee at the court must be submitted to the employee's supervisor at On Demand Staffing Services.

Verification of an employee being seated on a jury, being retained in a jury pool, or subpoenaed as a witness is required. An employee who is subpoenaed to serve as a witness for reasons not related to company business must use leave without pay.

Pregnancy-Related Absences

On Demand Staffing Services will not discriminate against any employee who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be evaluated and are subject to federal and state laws.

Requests for time off associated with pregnancy and/or childbirth, such as bonding and child care, not related to medical disabilities for those conditions will be considered in the same manner as other requests for unpaid family or personal leave.

Family and Medical Leave of Absence

Generally, employees with at least 12 months service and who have completed at least 1,250 hours of work over the previous 12 months are eligible for this leave. On Demand Staffing Services will not discriminate against employees as a result of the approved use of family care or medical leave or a proper request for such leave. Requests for family care and medical leave will be considered without regard to race, color, national origin, gender, age, religion, disability, or any other characteristic protected by law.

In general, a leave of absence is an official authorization to be absent from work without pay for a specified period of time. Eligible employees may be entitled to job-protected family or medical leaves of absence if they are unable to come to work due to pressing family or medical concerns as described with this Family and Medical Leave of Absence Policy, which shall be administered in accordance with applicable state and federal laws as follows:

1. Employees are eligible if they have been actively employed for 12 months, and have worked at least 1,250 hours over the previous 12 months. This 12-month period “rolls back” from the date of leave to the prior 12-month period.
2. Eligible employees may request one (1) or more family care or medical leaves, however, the total amount of leave taken cannot exceed 12 work weeks in any 12-month period. Under some circumstances, employees may take leave intermittently, *i.e.*, taking leave in separate blocks of time for a single qualifying reason or on a reduced leave schedule, reducing the employee’s usual weekly or daily work schedule.
3. Leave will be granted to eligible employees for one or more of the following reasons:
 - For the birth and care of a newborn child of the employee;
 - For placement with the employee of a son or daughter for adoption or foster care;
 - To care for a spouse, son, daughter, or parent with a serious health condition;
 - To take medical leave when the employee is unable to work because of a serious health condition; or
 - For qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter or parent is on covered active duty or called to active duty status as a member of the National Guard or Reserves in support of a contingency operation.
4. Leave will also be granted to eligible employees who are the spouse, son, daughter, parent or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of 26 workweeks of unpaid leave during a single 12-month period to care for the service member. Eligible employees who are the family members of certain veterans with a serious injury or illness incurred or aggravated in the line of duty on active duty and that manifested before or after the veteran left active duty may also take up to a total of 26 workweeks of unpaid leave during a single 12-month period to care for the veteran. For purposes of this leave, a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness is a covered veteran if he or she: (1) was a member of the Armed Forces (including a member of the National Guard or Reserves); (2) was discharged or released under conditions other than dishonorable; and (3) was discharged within the five-year period before the eligible employee first takes FMLA military caregiver leave to care for the veteran.

5. In appropriate circumstances, On Demand Staffing Services may require the employee to be examined by a company-designated physician, at On Demand Staffing Services expense.
6. In the event of a serious health condition of the employee or his/her child, spouse, or parent creating a need for unforeseeable family or medical leave, the employee must provide On Demand Staffing Services with notice as soon as practicable under the facts and circumstances of the particular case of any needed time off, as well as a written doctor's certificate. The certification must include the date on which the health condition occurred, the probable duration of the condition, an estimate of the amount of time the employee needs to be off work to care for the family member or for his/her own health condition, and confirmation that the nature of the condition warrants the employee to be away from work to care for his/herself or his/her dependent.
7. Employees are required to give 30 days advance notice in the event of a foreseeable medical treatment. To assist On Demand Staffing Services in arranging work assignments during the employee's absence, On Demand Staffing Services asks that employees give us prior notice, to the extent possible, of an expected birth or adoption, as well as an indication, to the extent known, of the expected return date. To facilitate the employee's return to work, On Demand Staffing Services also asks that employees provide two (2) weeks advance notification of the intended return date. Failure to do so may result in delay of the return date.
8. For purposes of this policy, a child is defined as a natural, adopted, or foster child, a stepchild or a legal ward. If the child is over 18 years old, he/she must be unable to care for himself/herself due to a serious illness. A parent is defined as the employee's or his/her spouse's natural, adoptive, or foster parent, stepparent, or legal guardian.
9. "Serious health condition" is defined by the Family Medical Leave Act ("FMLA"), and Staff Right will comply with the FMLA when considering requests for FMLA leave. If an employee is unsure whether he/she qualifies for FMLA leave, On Demand Staffing Services can provide the employee with materials that specify what health conditions qualify for FMLA leave.
10. Upon completion of a leave granted under this section, the employee will be reinstated to his/her original position, or an equivalent one. If, due to the employee's own medical circumstances, he/she is no longer able to perform the essential functions of his/her original job, On Demand Staffing Services will attempt to transfer the employee to alternate suitable work, if available.
11. Employees must use any accrued paid time off during family care or medical leave.
12. If additional family care or medical leave is required, the employee must, prior to expiration of the family care or medical leave, submit additional certification to On Demand Staffing Services.

Drug and Alcohol Use

Drug-Free Workplace Policy

It is On Demand Staffing Services desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on On Demand Staffing Services premises and while conducting business-related activities off On Demand Staffing Services premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program.

Such violations may also have legal consequences.

Job applicants upon employment with On Demand Staffing Services will be asked to submit to a drug test to determine illegal use of drugs or alcohol. Any applicant who refuses to submit to or fails the drug test will not be accepted for employment.

In addition to above, Employees may be asked to submit to a drug test under the following circumstances:

- When there is a reasonable suspicion that the employee is using illegal drugs.
- When the employee has been involved in a work-related accident or injury.
- When returning to work after completing a drug abuse rehabilitation program.
- When a substance abuse test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of On Demand Staffing Services established policy, or that is scheduled routinely for all members of an employment classification or group.
- As required by federal, state or other regulatory agencies, other types of testing required for certain employees, such as testing of company drivers or individuals in safety sensitive positions as required by D.O.T. regulations.
- When the company elects to conduct internal random testing, through which employees are selected for testing using a non-discriminatory and impartial selection method.

All information obtained in connection with drug testing will be kept confidential in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Any employee who refuses to submit to drug testing, tampers with urine or other samples or tests positive for illegal drugs is subject to disciplinary action up to and including termination of employment.

It is the goal of On Demand Staffing Services to maintain a drug-free workplace. To that end, and in the spirit of the Drug-Free Workplace Act of 1988, On Demand Staffing Services has adopted the following policies:

1. The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.
2. Employees who violate this prohibition are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.
3. As an on-going condition of employment, employees are required to abide by this prohibition and to notify their supervisor, in writing and within five (5) days of the violation, of any criminal drug statute conviction they received.
4. If an employee receives such a conviction, On Demand Staffing Services shall take appropriate personnel action against the employee/member, up to and including termination.
5. On Demand Staffing Services provides information about drug counseling and treatment through various On Demand programs that we have in place. On Demand cares about the overall health of all individuals and has support systems and people in place.

A complete copy of On Demand Staffing Services Drug and Alcohol Policy is attached to this manual as Appendix A. Questions concerning this policy should be directed to Staff Right's Chief Operating Officer.

Use of Prescription or Non-prescription Medications

On Demand Staffing Services is committed to providing a safe environment for its employees and clients. In furtherance of this goal, employees who need to use prescription or over-the-counter medications while at work must report this medical requirement to On Demand Staffing Service Chief Operating Officer if such use might impair or hinder the employee's ability to perform his/her job safely and effectively. This information will remain confidential in compliance with HIPAA. If On Demand Staffing Services determines that the employee's use of prescription or over-the-counter medication may present a safety risk to other employees or the general public, On Demand Staffing Services reserves the right to reassign the employee to another job, prohibit the employee from performing certain tasks or from working altogether until the employee can safely return to work.

Employee Conduct and Work Rules In order for On Demand to function efficiently, we have established rules which govern how employees, managers and all other agents of On Demand are to behave on the job, and how they are to perform their official duties. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following list, which is not comprehensive, provides examples of infractions of rules of conduct that may result in disciplinary action, up to and including immediate termination of employment:

- Theft or inappropriate removal or possession of property;
- Falsification of time records or company documents;
- Working under the influence of alcohol or illegal drugs;
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating On Demand Staffing Services vehicles or equipment;
- Physical or verbal violence in the workplace;
- Negligence or improper conduct leading to damage of company or customer-owned property;
- Abuse, defacement, destruction, or misuse of company property;
- Insubordination or other disrespectful conduct including refusal of work assignments;
- Violation of safety or health rules;
- Operation of equipment or handling of material in a manner that is reckless or poses a threat to the safety and well-being of others;
- Smoking in prohibited areas;
- Sexual or other unwelcome harassment;
- Possession of dangerous materials, such as explosives, firearms, or other weapons in the workplace;

- Excessive tardiness, absenteeism or any absence without notice;
- Violation of the company drug testing policy;
- Unauthorized use of telephones, mail system, or other company equipment;
- Unauthorized disclosure of business "secrets" or confidential information;
- Violation of personnel policies of the job site to which the employee is assigned;
- Not completing assignments in accordance with the quality required by the company;
- Reckless driving while conducting company business ;
- Unsatisfactory performance or conduct;
- Use of profane or abusive language;
- Conflict with company interest;
- Possession of cell phones, radios, walky-talkies or any other type of personal communication device while working without express written permission from On Demand Staffing Services.

Employees must also comply with the policies and procedures of the job site to which they are assigned. If you have a question regarding the policies of the job site to which you are assigned, please contact a On Demand Staffing Service Manager.

Disciplinary Actions

If it becomes necessary for On Demand Staffing Services to deal with unacceptable behavior by an employee, On Demand will ordinarily follow a system of progressive discipline. However, the type of discipline administered will be determined by the nature and circumstances of the violation as deemed appropriate in the sole discretion of On Demand Staffing Services.

Discipline may include verbal warnings, written warnings, suspension without pay or termination.

No contractual rights, express or implied, are created by this provision. Employment is "at will" and may be terminated with or without cause, and with or without notice, at any time, at the option of either the company or the employee, except as otherwise provided by law. On Demand Staffing Services also retains the right to alter an employee's status at-will (e.g., change of position, demote, adjust wages), with or without just cause.

Verbal Warning

A verbal warning may be issued when the conduct of the employee is unacceptable, but not considered to require a more serious disciplinary step. Verbal warnings may be documented and included in the employee's personnel file.

Written Warning

A written warning may be issued when the conduct of the employee does not at that time warrant suspension or discharge. Such warnings are considered serious matters, and each written warning becomes an official part of an employee's personnel record.

Suspension

More serious misconduct or repetition of an offense for which a warning was previously issued may result in suspension without pay. Suspension without pay may be imposed when the safety of employees is threatened or jeopardized.

Discharge

Repetition of an offense for which prior discipline has been imposed may result in discharge. It is important, however, to point out that an employee may be discharged without prior warning if On Demand Staffing Services determines in its discretion that the nature or circumstances of the offense necessitate immediate discharge. Employees who are discharged from On Demand Staffing Services for disciplinary reasons are not eligible for rehire, which could place other federal and/or state benefits in jeopardy.

Unlawful Harassment

On Demand Staffing Services is committed to maintaining a work environment that is free from discrimination where employees at all levels of On Demand Staffing Services are able to devote their full attention and best efforts to the job. Harassment, either intentional or unintentional, has no place in the work environment. Accordingly, On Demand Staffing Services does not authorize and will not tolerate any form of harassment of or by any employee (i.e., supervisory or non-supervisory) based on race, sex, religion, color, national origin, age, disability, or any other factor protected by law. The term “harassment” for all purposes includes, but is not limited to, offensive language, jokes, or other verbal, graphic or physical conduct relating to an employee’s race, sex, religion, color, national origin, age, disability, or other factor protected by law which would make the reasonable person experiencing such harassment uncomfortable in the work environment or which could interfere with the person’s job performance. This policy will be posted and distributed to all employees.

Sexual Harassment

Sexual harassment may include:

- Physical assaults or physical conduct that is sexual in nature;
- Unwelcome sexual advances or comments or requests for sex or sexual activities concerning one’s employment or advancement, regardless of whether they are accompanied by promises or threats;
- Sexual displays on publications such as calendars, cartoons or graffiti; or
- Other verbal or physical conduct of a sexual nature which has the purpose or effect of interfering with an individual’s work performance, or creating an intimidating, hostile, or offensive work environment.

On Demand Staffing Services regards all such conduct as inappropriate. Examples of sexual harassment include sexual propositions, sexual innuendo, sexually suggestive comments, sexually-oriented “kidding,” “teasing” or “practical jokes,” jokes about gender-specific traits, foul or obscene printed or visual material, and physical contact, such as patting, pinching, or brushing against another’s body; or reading or otherwise publicizing in the work environment materials that are sexually suggestive or revealing.

Other Forms of Harassment- Harassment based on a protected characteristic, including race, religion, color, national origin, age or disability is also prohibited. Such harassment may include any

verbal, written, or physical act in which race, religion, color national origin, age or disability is used or implied in a manner which would make a reasonable employee uncomfortable in the work environment or which would interfere with the employee's ability to perform the job. Examples of such harassment may include jokes that refer to race, religion, color, national origin, age or disability; the display or use of objects or pictures which adversely reflect on a person's race, religion, or national origin; or use of language which is offensive due to a protected characteristic.

How to Report Instances of Harassment

On Demand Staffing Services cannot resolve matters that are not brought to its attention. Any employee, regardless of position, who has a complaint of or who witnesses harassment at work by anyone, including supervisors, managers, or co-workers has a responsibility to immediately bring the matter to On Demand Staffing Services attention. Employees should communicate their complaint or observation of harassment to their supervisor at the job site to which they are assigned, as well as On Demand Staffing Services Chief Operating Officer, Tara Evans, who may be contacted at 330-501-4331 or tevens@ondemandstaffingservices.com.

Complaint Resolution

On Demand Staffing Services will thoroughly and promptly investigate all claims of harassment and take appropriate corrective action. Complaints of harassment will be kept as confidential as possible. No employee will be subjected to retaliation by On Demand Staffing Services because he or she has reported what he or she believes to be an incident of harassment.

If you feel that On Demand Staffing Services has not met its obligations under the policy, you should contact Tara Evans. An effective Anti-Harassment Policy depends on everyone working together to address this very important subject.

Resignation

Resignation is a voluntary act initiated by the employee to terminate employment with On Demand Staffing Services. Although advance notice is not required, On Demand requests at least two (2) weeks written resignation notice from all employees.

On Demand Staffing Services will consider an employee to have voluntarily terminated his/her employment if the employee:

1. Resigns from On Demand Staffing Services;
2. Fails to return from an approved leave of absence on the date specified by On Demand Staffing Services;
3. Fails to report to work or call in for more than 24 hours; or
4. Leaves a job site before completing the scheduled shift without providing an explanation to a supervisor or On Demand Staffing Services.

APPENDIX A

SUBSTANCE ABUSE POLICY STATEMENT

On Demand Staffing Services is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when an On Demand Staffing Services employee illegally uses drugs on or off the job, comes to work under their influence, possesses, distributes or sells drugs in the workplace, or abuses alcohol on the job. Therefore, On Demand has established the following policy:

1. It is a violation of company policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on or off the job.
2. It is a violation of company policy for any employee to report to work under the influence of or while possessing in his or her body, blood, or urine illegal drugs in any detectable amount.
3. It is a violation of company policy for any employee to report to work under the influence of or impaired by alcohol.
4. It is a violation of the company policy for any employee to use prescription drugs illegally, i.e., to use prescription drugs that have not been legally obtained or in a manner or for a purpose other than as prescribed. (However, nothing in this policy precludes the appropriate use of legally prescribed medications.)
5. Violations of this policy are subject to disciplinary action up to and including termination.

EMPLOYEE ASSISTANCE

The Company offers resource information on various means of employee assistance in our community, including but not limited to drug and alcohol abuse programs. Employees are encouraged to use On Demand Staffing Services as a resource. If an employee would like to seek wellness help, On Demand has the facilities and resources to offer assistance. In addition, we will distribute this information to employees for their confidential use.

GENERAL PROCEDURES

An employee reporting to work visibly impaired will be deemed unable to properly perform required duties and will not be allowed to work. If possible, the employee's supervisor will first seek another supervisor's opinion to confirm the employee's status. Next the supervisor will consult privately with the employee to determine the cause of the observation, including whether substance abuse has occurred. If, in the opinion of the supervisor, the employee is considered impaired, the employee will be sent home or to a medical facility by taxi or other safe transportation alternative - depending on the determination of the observed impairment - and accompanied by the supervisor or another employee if necessary. A drug test may be in order. An impaired employee will not be allowed to drive.

OPPORTUNITY TO CONTEST OR EXPLAIN TEST RESULTS

Employees and job applicants who have a positive confirmed test result may explain or contest the result to the Company within five (5) working days after the Company contacts the employee or job applicant and shows him/her the positive test result as it was received from the laboratory in writing.

CONFIDENTIALITY

The confidentiality of any information received by the employer through a substance abuse testing program shall be maintained, except as otherwise provided by law.

PRE-EMPLOYMENT DRUG TESTING

All job applicants at this Company will undergo testing for the presence of illegal drugs as a condition of employment. Any applicant with a confirmed positive test will be denied employment.

Applicants will be required to submit voluntarily to a specimen test at our On Demand Drug Testing facility on premise.

If the physician, official, or lab personnel has reasonable suspicion to believe that the job-applicant has tampered with the specimen, the applicant will not be considered for employment.

On Demand will not discriminate against applicants for employment because of a past history of drug abuse. It is the *current* abuse of drugs, preventing employees from performing their job properly, that On Demand will not tolerate.

Individuals who have failed a pre-employment test may initiate another inquiry with the Company after a period of not shorter than six (3) months.

EMPLOYEE TESTING

On Demand has adopted testing practices to identify employees who use illegal drugs on or off the job or who abuse alcohol on the job. It shall be a condition of employment for all employees to submit to substance abuse testing under the following circumstances:

A. When there is reasonable suspicion to believe that an employee is using illegal drugs or abusing alcohol. "Reasonable Suspicion" is based on a belief that an employee is using or has used drugs or alcohol in violation of the employer's policy drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon, but not limited to, the following:

1. Observable phenomena while at work such as direct observation of substance abuse or of the physical symptoms or manifestations of being impaired due to substance abuse;
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
3. A report of substance abuse provided by a reliable and credible source;
4. Evidence that an individual has tampered with any substance abuse test during his or her employment with the current employer;
5. Information that an employee has caused or contributed to an accident while at work; or
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

B. When employees have caused or contributed to an on-the-job injury that resulted in a loss of work-time, which means any period of time during which an employee stops performing the normal duties of employment and leaves the place of employment to seek care from a licensed medical provider. The company may also send employees for a substance abuse test if they are involved in on-the-job accidents where personal injury or damage to company property occurs.

C. As part of a follow-up program to treatment for drug abuse when an employee has involuntarily entered a rehabilitation program because of a positive confirmed test result. The frequency of such

testing shall be a minimum of at least once a year for a two year period after completion of the rehabilitation program. Advance notice of testing shall not be given to the employee.

D. When a substance abuse test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the employer's established policy or that is scheduled routinely for all members of an employment classification or group.

E. Random testing is conducted without individualized suspicion of a violation of the company's substance abuse policy. Selection is made by neutral criteria so that all employees eligible for testing have an equal opportunity of being tested.

Employees with a confirmed positive test result may, at their option and expense, have a second confirmation test made on the same specimen. An employee will not be allowed to submit another specimen for testing.

If the physician, official, or lab personnel has reasonable suspicion to believe that the employee has tampered with the specimen, the employee is subject to disciplinary action up to and including termination.

ALCOHOL ABUSE

An employee who is under the influence of alcoholic beverages at any time while on company business or at any time during the hours between the beginning and ending of the employee's work day, whether on duty or not and whether on On Demand Staffing Services business or property or not, shall be guilty of misconduct and is subject to discipline up to and including termination.

An employee shall be determined to be under the influence of alcohol if the employee's normal faculties are impaired due to the consumption of alcohol, or if the employee has a blood alcohol level of 0.05 or higher.

Failure to submit to a substance abuse test also is misconduct and also shall be subject to discipline up to and including termination.

It is the responsibility of the On Demand Staffing Services supervisors to counsel employees whenever they see changes in performance or behavior that suggest an employee has a drug problem. Although it is not the supervisor's job to diagnose personal problems, the supervisor should encourage such employees to seek help and advise them about available resources for getting help. Everyone shares responsibility for maintaining a safe work environment, and co-workers should encourage anyone who has a drug problem to seek help.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive, and drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the illegal use of drugs, and the abuse of alcohol are incompatible with employment at On Demand Staffing Services.