

# MANHATTAN TEMPORARY STAFFING LLC

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# 1. Introduction

## 1.1 Handbook Disclaimer

***The contents of this handbook serve only as guidelines and supersede any prior handbook. Neither this handbook, nor any other policy or practice, creates an employment contract, or an implied or express promise of continued employment with the Company. Employment with MANHATTAN TEMPORARY STAFFING LLC is "AT-WILL." This means employees or MANHATTAN TEMPORARY STAFFING LLC may terminate the employment relationship at any time, for any reason, with or without cause or advance notice. As an at-will employee, it is not guaranteed, in any manner, that you will be employed with MANHATTAN TEMPORARY STAFFING LLC for any set period of time.***

***The Company has the right, with or without notice, in an individual case or generally, to change any of the policies in this handbook, or any of its guidelines, policies, practices, working conditions or benefits at any time. No one is authorized to provide any employee with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or arrangement is in writing and signed by the president and the employee.***

## 1.2 Welcome Message

Dear Valued Employee,

Welcome to MANHATTAN TEMPORARY STAFFING LLC! We are pleased with your decision to join our team.

MANHATTAN TEMPORARY STAFFING LLC is committed to providing superior quality and unparalleled customer service in all aspects of our business. We believe each employee contributes to the success and growth of our Company.

This employee handbook contains general information on our policies, practices, and benefits. Please read it carefully. If you have questions regarding the handbook, please discuss them with your supervisor or Rick Mann.

Welcome aboard. We look forward to working with you!

Sincerely,

### **1.3 Changes in Policy**

Change at MANHATTAN TEMPORARY STAFFING LLC is inevitable. Therefore, we expressly reserve the right to interpret, modify, suspend, cancel, or dispute, with or without notice, all or any part of our policies, procedures, and benefits at any time with or without prior notice. Changes will be effective on the dates determined by MANHATTAN TEMPORARY STAFFING LLC, and after those dates all superseded policies will be null and void.

No individual supervisor or manager has the authority to alter the foregoing. Any employee who is unclear on any policy or procedure should consult a supervisor or Rick Mann.

## **2. COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION**

The novel coronavirus, **COVID-19**, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to be spread from person-to-person contact. As a result, the Center for Disease Control (“CDC”) and state and local health agencies and governments have set recommendations, guidelines, and some prohibitions which Manhattan Temporary Staffing Company LLC (the “Company”) complies with.

### **1. As a candidate for employment, I acknowledge and agree to the following:**

1. I am aware of the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 as a result of my seeking employment and/or placement by the Company and that such exposure or infection may result in personal injury, illness, permanent disability, and death.
2. I have not experienced symptoms that of fever, fatigue, difficulty in breathing, or dry cough or exhibiting any other symptoms relating to COVID-19 or any communicable disease within the last fourteen (14) days.
3. I have not, nor has any member(s) of my household, traveled by sea or by air, internationally within the past thirty (30) days.
4. I did not, nor has any member of my household, visit any area within the United States that was reported to be highly affected by COVID-19, in the last thirty (30) days.
5. I have not been, nor has any member(s) of my household, diagnosed to be infected of COVID-19 virus within the last thirty (30) days.

### **Based on the acknowledgments above I hereby declare the following:**

1. I agree that am fully and personally responsible for my own safety and actions while my seeking employment and/or placement by the Company and I recognize *that I may be, in any case, at risk of contracting COVID-19.*
2. With full knowledge of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns and personal representatives, hereby release, waive, discharge and covenant not to sue the Company, or any of its members, officers, independent contractors, affiliates, employees, representatives, successors, and assigns (collectively, the “Released Parties”) from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19, whether caused by the negligence of the Released Parties, in connection with my employment seeking and/or placement by the Company that may lead to unintentional exposure or harm due to COVID-19.
3. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, lawsuits, claims, and/or liabilities (including

attorney fees) arising whether directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to injury, loss, or death from or related to COVID-19.

**By signing below I acknowledge that I have read the foregoing COVID-19 Waiver of Liability and Indemnification and understand its contents and sign it voluntarily as my own free act and deed, including without limitation, the Waiver of Liability and Indemnification requirements contained in this document; that I have been sufficiently informed of the risks involved in my using Manhattan Temporary Staffing LLC to decide whether to sign this document; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; that I am at least eighteen (18) years old and fully competent to give my consent; and I sign this document for full, adequate and complete consideration fully intending to be bound by the same.**

**This waiver will remain effective until laws and mandates relevant to COVID-19 are lifted.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



## **3. General Employment**

### **3.1 At-Will Employment**

Employment with MANHATTAN TEMPORARY STAFFING LLC is "at-will." This means employees are free to resign at any time, with or without cause, and MANHATTAN TEMPORARY STAFFING LLC may terminate the employment relationship at any time, with or without cause or advance notice. As an at-will employee, it is not guaranteed, in any manner, that you will be employed with MANHATTAN TEMPORARY STAFFING LLC for any set period of time.

The policies set forth in this employee handbook are the policies that are in effect at the time of publication. They may be amended, modified, or terminated at any time by MANHATTAN TEMPORARY STAFFING LLC, except for the policy on at-will employment, which may be modified only by a signed, written agreement between the President and the employee at issue. Nothing in this handbook may be construed as creating a promise of future benefits or a binding contract between MANHATTAN TEMPORARY STAFFING LLC and any of its employees.

### **3.2 Immigration Law Compliance**

MANHATTAN TEMPORARY STAFFING LLC is committed to employing only United States citizens and aliens who are authorized to work in the United States.

In compliance with the Immigration Reform and Control Act of 1986, as amended, 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 MANHATTAN TEMPORARY STAFFING LLC within the past three years, or if their previous I-9 is no longer retained or valid.

MANHATTAN TEMPORARY STAFFING LLC may participate in the federal government's electronic employment verification system, known as "E-Verify." Pursuant to E-Verify, MANHATTAN TEMPORARY STAFFING LLC provides the Social Security Administration, and if necessary, the Department of Homeland Security with information from each new employee's Form I-9 to confirm work authorization.

### **3.3 Equal Employment Opportunity**

MANHATTAN TEMPORARY STAFFING LLC is an Equal Opportunity Employer. Employment opportunities at MANHATTAN TEMPORARY STAFFING LLC are based upon one's qualifications and capabilities to perform the essential functions of a particular job. All employment opportunities are provided without regard to race, religion, sex, pregnancy, childbirth or related medical conditions, national origin, age, veteran status, disability, genetic information, or any other characteristic protected by law.

This Equal Employment Opportunity policy governs all aspects of employment, including, but not limited to, recruitment, hiring, selection, job assignment, promotions, transfers, compensation, discipline, termination, layoff, access to benefits and training, and all other conditions and privileges of employment.

The Company will provide reasonable accommodations as necessary and where required by law so long as the accommodation does not pose an undue hardship on the business. This policy is not intended to afford employees with any greater protections than those which exist under federal, state or local law.

MANHATTAN TEMPORARY STAFFING LLC strongly urges the reporting of all instances of discrimination and harassment, and prohibits retaliation against any individual who reports discrimination, harassment, or participates in an investigation of such report. Appropriate disciplinary action, up to and including immediate termination, will be taken against any employee who violates this policy.

### **3.4 Equal Employment Opportunity (New York Employees)**

MANHATTAN TEMPORARY STAFFING LLC is an Equal Opportunity Employer. Employment opportunities at MANHATTAN TEMPORARY STAFFING LLC are based upon one's qualifications and capabilities to perform the essential functions of a particular job. All employment opportunities are provided without regard to:

- Race
- Creed

- Color
- Religion
- Sex
- National origin
- Age
- Veteran status
- Military status
- Disability
- Domestic violence victim status
- Marital status
- Sexual orientation
- Predisposing genetic characteristics
- Lawful activity outside the workplace during non-work hours, such as the use of tobacco products
- Any other characteristic protected by law

This Equal Employment Opportunity policy governs all aspects of employment, including, but not limited to, recruitment, hiring, internships, selection, job assignment, promotions, transfers, compensation, discipline, termination, layoff, access to benefits and training, and all other conditions and privileges of employment.

MANHATTAN TEMPORARY STAFFING LLC strongly urges the reporting of all instances of discrimination and harassment, and prohibits retaliation against any individual who reports discrimination, harassment or participates in an investigation of such report. Appropriate disciplinary action, up to and including immediate termination, will be taken against any employee who violates this policy.

### **3.5 Employee Grievances**

It is the policy of MANHATTAN TEMPORARY STAFFING LLC to maintain a harmonious workplace environment. MANHATTAN TEMPORARY STAFFING LLC encourages its employees to express concerns about work-related issues, including workplace communication, interpersonal conflict, and other working conditions.

Employees are encouraged to raise concerns with their supervisors. If not resolved at this level, an employee may submit, in writing, a signed grievance to Rick Mann.

After receiving a written grievance, MANHATTAN TEMPORARY STAFFING LLC may hold a meeting with the employee, the immediate supervisor, and any other individuals who may assist in the investigation or resolution of the issue. All discussions related to the grievance will be limited to those involved with, and who can assist with, resolving the issue.

Complaints involving alleged discriminatory practices shall be processed in accordance with MANHATTAN TEMPORARY STAFFING LLC's Sexual and other Unlawful Harassment Policy.

MANHATTAN TEMPORARY STAFFING LLC assures that all employees filing a grievance or complaint can do so without fear of retaliation or reprisal.

### **3.6 Internal Communication**

Effective and ongoing communication within MANHATTAN TEMPORARY STAFFING LLC is essential. As such, the Company maintains systems through which important information can be shared among employees and management.

Bulletin boards are posted in designated areas of the workplace to display important information and announcements. In addition, MANHATTAN TEMPORARY STAFFING LLC uses the Intranet and email to facilitate communication and share access to documents. For information on appropriate email and Internet usage, employees may refer to the Computer, Email, and Internet Usage policy.

All employees are responsible for checking internal communications on a frequent and regular basis. Employees should consult their supervisor with any questions or concerns on information disseminated.

### **3.7 Outside Employment**

Employees may hold outside jobs as long as the employee meets the performance standards of their position with MANHATTAN TEMPORARY STAFFING LLC.

Unless an alternative work schedule has been approved by MANHATTAN TEMPORARY STAFFING LLC, employees will be subject to the Company's scheduling demands, regardless of any existing outside work assignments; this includes availability for overtime when necessary.

MANHATTAN TEMPORARY STAFFING LLC's property, office space, equipment, materials, trade secrets, and any other confidential information may not be used for any purposes relating to outside employment.

### **3.8 Anti-Retaliation and Whistleblower Policy**

This policy is designed to protect employees and address MANHATTAN TEMPORARY STAFFING LLC's commitment to integrity and ethical behavior. In accordance with anti-retaliation and whistleblower protection regulations, MANHATTAN TEMPORARY STAFFING LLC will not tolerate any retaliation against an employee who:

- Makes a good faith complaint, or threatens to make a good faith complaint, regarding the suspected Company or employee violations of the law, including discriminatory or other unfair employment practices;
- Makes a good faith complaint, or threatens to make a good faith complaint, regarding accounting, internal accounting controls, or auditing matters that may lead to incorrect, or misrepresentations in, financial accounting;
- Makes a good faith report, or threatens to make a good faith report, of a violation that endangers the health or safety of an employee, patient, client or customer, environment or general public;
- Objects to, or refuses to participate in, any activity, policy or practice, which the employee reasonably believes is a violation of the law;
- Provides information to assist in an investigation regarding violations of the law; **or**
- Files, testifies, participates or assists in a proceeding, action or hearing in relation to alleged violations of the law.

Retaliation is defined as any adverse employment action against an employee, including, but not limited to, refusal to hire, failure to promote, demotion, suspension, harassment, denial of training opportunities, termination, or discrimination in any manner in the terms and conditions of employment.

Anyone found to have engaged in retaliation or in violation of law, policy or practice will be subject to discipline, up to and including termination of employment.

Employees who knowingly make a false report of a violation will be subject to disciplinary action, up to and including termination.

Employees who wish to report a violation should contact their supervisor or Rick Mann directly. Employees should also review their state and local requirements for any additional reporting guidelines.

MANHATTAN TEMPORARY STAFFING LLC will promptly and thoroughly investigate and, if necessary, address any reported violation.

Employees who have any questions or concerns regarding this policy and related reporting requirements should contact their supervisor, Rick Mann or any state or local agency responsible for investigating alleged violations.

## **4. Employment Status & Recordkeeping**

### **4.1 Employment Classifications**

For purposes of salary administration and eligibility for overtime payments and employee benefits, MANHATTAN TEMPORARY STAFFING LLC classifies employees as either exempt or non-exempt. Non-exempt employees are entitled to overtime pay in accordance with federal and state overtime provisions. Exempt employees are exempt from federal and state overtime laws and, but for a few narrow exceptions, are generally paid a fixed amount of pay for each workweek in which work is performed.

If you change positions during your employment with MANHATTAN TEMPORARY STAFFING LLC or if your job responsibilities change, you will be informed by Rick Mann of any change in your exempt status.

In addition to your designation of either exempt or non-exempt, you also belong to one of the following employment categories:

#### **Full-Time:**

Full-time employees are regularly scheduled to work greater or equal to 35 hours per week. Generally, regular full-time employees are eligible for MANHATTAN TEMPORARY STAFFING LLC's benefits, subject to the terms, conditions, and limitations of each benefit program.

#### **Part-Time:**

Part-time employees are regularly scheduled to work less than 35 hours per week. Regular part-time employees may be eligible for some MANHATTAN TEMPORARY STAFFING LLC benefit programs, subject to the terms, conditions, and limitations of each benefit program.

#### **Temporary:**

Temporary employees include those hired for a limited time to assist in a specific function or in the completion of a specific project. Employment beyond any initially stated period does not in any way imply a change in employment status or classification. Temporary employees retain temporary status unless and until they

are notified, by MANHATTAN TEMPORARY STAFFING LLC Management, of a change. They are not eligible for any of MANHATTAN TEMPORARY STAFFING LLC's benefit programs.

#### **4.2 Personnel Data Changes**

It is the responsibility of each employee to promptly notify their supervisor or Rick Mann of any changes in personnel data. Such changes may affect your eligibility for benefits, the amount you pay for benefit premiums, and your receipt of important company information.

If any of the following have changed or will change in the coming future, contact your supervisor or Rick Mann as soon as possible:

- Legal name
- Mailing address
- Telephone number(s) Change
- of beneficiary Exemptions on
- your tax forms Emergency
- contact(s) Training certificates
- Professional licenses
- 

#### **4.3 Expense Reimbursement**

MANHATTAN TEMPORARY STAFFING LLC reimburses employees for necessary expenditures and reasonable costs incurred in the course of doing their jobs. Expenses incurred by an employee must be approved in advance by Rick Mann.

Some expenses that may warrant reimbursement include, but are not limited, to the following: mileage costs, air or ground transportation costs, lodging, meals for the purpose of carrying out company business, and any other reimbursable expenses as required by law. Employees are expected to make a reasonable effort to limit business expenses to economical options.

To be reimbursed, employees must submit expense reports to Rick Mann for



approval. The report must be accompanied by receipts or other documentation substantiating the expenses. Questions regarding this policy should be directed to your supervisor.

#### **4.4 Termination of Employment**

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Common circumstances under which employment is terminated include the following:

- **Resignation** - Voluntary employment termination initiated by an employee.
- **Termination** - Involuntary employment termination initiated by MANHATTAN TEMPORARY STAFFING LLC. In most cases, MANHATTAN TEMPORARY STAFFING LLC will use progressive disciplinary actions before dismissing an employee. However, certain actions warrant immediate termination.
- **Layoff** - Involuntary employment termination initiated by MANHATTAN TEMPORARY STAFFING LLC for non-disciplinary reasons.
- **Retirement** - Voluntary employee termination upon eligibility for retirement.

Employees who intend to terminate employment with MANHATTAN TEMPORARY STAFFING LLC, shall provide MANHATTAN TEMPORARY STAFFING LLC with at least two weeks of written notice. Such notice is intended to allow the Company time to adjust to the employee's departure without placing undue burden on those employees who may be required to fill in before a replacement can be found.

Since employment with MANHATTAN TEMPORARY STAFFING LLC is based on mutual consent, both the employee and MANHATTAN TEMPORARY STAFFING LLC have the right to terminate employment at-will, with or without cause, at any time.

In the case of employee termination, the employee will receive their accrued pay in accordance with all federal, state and local laws.

Any employee who terminates employment with MANHATTAN TEMPORARY STAFFING LLC shall return all files, records, keys, and any other materials that are the property of MANHATTAN TEMPORARY STAFFING LLC.

Employee benefits will be affected by employment termination in the following manner:

- All accrued vested benefits that are due and payable at termination will be

paid in accordance with applicable federal, state and local laws.

- Some benefits may be continued at the employee's expense, if the employee elects to do so, such as healthcare coverage.
- The employee will be notified of the benefits that may be continued and of the terms, conditions, and limitations of such continuation.

If you have any questions or concerns regarding this policy, direct them to rick mann.

## **5. Working Conditions & Hours**

### **5.1 Company Hours**

MANHATTAN TEMPORARY STAFFING LLC is open for business from Monday - Friday 8 AM to 5 PM. This excludes holidays recognized by MANHATTAN TEMPORARY STAFFING LLC. The standard workweek is 35 hours.

Supervisors will advise employees of their scheduled shift, including starting and ending times. Business needs may necessitate a variation in your starting and ending times as well as in the total hours you may be scheduled to work each day and each week.

### **5.2 Emergency Closing**

At times, emergencies such as severe weather, fires, or power failures can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility. The decision to close or delay regular operations will be made by MANHATTAN TEMPORARY STAFFING LLC management.

When a decision is made to close the office, employees will receive official notification from their supervisor.

### **5.3 Safety**

MANHATTAN TEMPORARY STAFFING LLC is committed to providing a clean, safe, and healthful work environment for its employees. Maintaining a safe work environment, however, requires the continuous cooperation of all employees. MANHATTAN TEMPORARY STAFFING LLC and all employees must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act and state and local regulations. In addition, all employees are expected to obey safety rules and exercise caution and common sense in all work activities.

Employees must immediately report any unsafe conditions to their supervisor. Employees who violate safety standards, cause hazardous or dangerous

situations, or fail to report or, where appropriate, remedy such situations may be subject to disciplinary action, up to and including termination of employment.

In the case of an accident that results in injury, regardless of how seemingly insignificant the injury may appear, employees must notify their supervisor.

Questions regarding this policy should be directed to your supervisor or Rick Mann.

## **5.4 Security**

The purpose of MANHATTAN TEMPORARY STAFFING LLC's security policy is to protect Company assets and to maintain a safe working environment for all employees.

### **Facility Access:**

All regular MANHATTAN TEMPORARY STAFFING LLC employees will be issued a key to gain access to MANHATTAN TEMPORARY STAFFING LLC facilities. Employees who are issued keys are responsible for their safekeeping. All lost or stolen keys must be reported to your supervisor as soon as possible.

Upon separation from MANHATTAN TEMPORARY STAFFING LLC, and at any other time upon MANHATTAN TEMPORARY STAFFING LLC's request, all keys must be returned to your supervisor.

### **Closing Procedures:**

The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that: all doors are securely locked; the alarm system is armed; thermostats are set on appropriate evening and/or weekend setting; and all appliances and lights are turned off with the exception of the lights normally left on for security purposes.

Employees are not permitted on company property after hours without prior written authorization from Rick Mann.

## **5.5 Meal & Break Periods**

In accordance with state and local laws, non-exempt employees will be provided with meal and break periods. Break periods of less than 20 minutes will be paid. Break periods lasting longer than 20 minutes will be unpaid.

Non-exempt employees must be fully relieved of their job responsibilities and are not permitted to work during unpaid break and meal periods of more than 20 minutes. If for any reason a non-exempt employee does not take the applicable meal and rest period that they are provided, the employee must notify his or her supervisor immediately.

MANHATTAN TEMPORARY STAFFING LLC will schedule meal and break periods in order to accommodate Company operating requirements.

## **5.6 Meal Periods (New York Employees)**

Employees are entitled to a meal period based on their work schedule, as outlined below:

- One 30-minute noon-day meal period will be provided between the hours of 11:00 a.m. and 2:00 p.m. to employees who work for at least 6 consecutive hours.
- One 45-minute meal period will be provided to employees who work for at least 6 consecutive hours between 1:00 p.m. and 6:00 a.m. This meal period will be scheduled in the middle of the employee's shift.
- Employees working a shift starting before 11:00 a.m. and continuing past 7:00 p.m. will be provided with an additional 20-minute meal period between the hours of 5:00 p.m. and 7:00 p.m.

For non-exempt employees, the meal period is unpaid. Non-exempt employees must record the beginning and ending of the meal period using MANHATTAN TEMPORARY STAFFING LLC's timekeeping system.

Non-exempt employees must be fully relieved of their job responsibilities and are not permitted to work during meal periods. If for any reason a non-exempt employee does not take the applicable meal period that they are provided, the employee must notify his or her supervisor immediately.

## **5.7 Break Time for Nursing Mothers**

MANHATTAN TEMPORARY STAFFING LLC accommodates employees who wish to express breast milk during the workday by providing reasonable break times to do so. The Company will provide a designated room, other than a bathroom, that is shielded from view, free from intrusion from coworkers and the public and is in compliance with all other applicable laws for this purpose.

Employees who use regularly scheduled rest breaks to express breast milk will be paid for the break time. If the lactation break does not run concurrently with the employee's regularly scheduled compensated break, the lactation break time will be unpaid.

For questions related to this policy, please contact rick mann.

## 6. Employee Benefits

### 6.1 Health Insurance Continuation

The Consolidated Omnibus Budget Reconciliation Act (COBRA) is a federal law that requires most employers sponsoring group health plans to offer a temporary continuation of group health coverage when coverage would otherwise be lost due to certain specific events.

Through COBRA, employees and their qualified beneficiaries have the right to continue group health insurance coverage after a "qualifying event." The following are qualifying events:

- Resignation or termination of the employee
- Death of the covered employee
- A reduction in the employee's hours
- For spouses and eligible dependents, the employee's entitlement to Medicare
- Divorce or legal separation of the covered employee and his or her spouse
- A dependent child no longer meeting eligibility requirements under the group health plan

Under COBRA, the employee or beneficiary pays the full cost of health insurance coverage at MANHATTAN TEMPORARY STAFFING LLC's group rates plus an administration fee.

#### **Notification Requirements:**

The employee, or family member, has the responsibility to inform Rick Mann of a divorce, legal separation, or a child losing dependent status within 60 days of the event. MANHATTAN TEMPORARY STAFFING LLC has the responsibility to notify the Plan Administrator of the employee's death, termination of employment, or reduction in hours.

Once the notification has been made to the Plan Administrator, the Plan Administrator will inform the employee that he or she has the right to choose continuation of coverage. If employees choose to continue coverage, MANHATTAN TEMPORARY STAFFING LLC is required to provide coverage that is identical to the coverage provided under the plan to similarly situated employees or family members.

## **Period of Coverage:**

Continuation of coverage is extended from the date of the qualifying event for a period of 18 to 36 months. The length of time for which continuation coverage is made available (i.e., the "maximum period" of continuation coverage) depends on the type of qualifying event that gave rise to the employee's COBRA rights.

An employee's continuation of coverage may be cut short for any of the following reasons:

- MANHATTAN TEMPORARY STAFFING LLC no longer provides group health coverage to any of its employees
- The premium for the employee's continuation coverage is not paid in full on a timely basis
- The employee becomes covered under another group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition
- The employee becomes entitled to Medicare

This policy provides a summary of health insurance continuation benefits. Actual coverage is determined by the express terms of the plan documents. We encourage both you and your family to review the plan's Summary Plan Description (SPD) materials carefully.

If there are any conflicts between the handbook or summaries provided and the plan documents, the plan documents will control. The Company reserves the right to amend, interpret, modify or terminate any of its employee benefits programs without prior notice to the extent allowed by law.

For further details on health insurance continuation available through MANHATTAN TEMPORARY STAFFING LLC, as well as copies of the plan documents, contact rick mann.

## **6.2 Military Leave**

MANHATTAN TEMPORARY STAFFING LLC proudly grants employees time off of work for service in the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

All employees requesting time off for military service must provide advance notice of



military service to their immediate supervisor, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Continuation of health insurance benefits is available during military leave subject to the terms and conditions of the group health plan and applicable law.

Employees are eligible for re-employment for up to five (5) years from the date their military leave began. The period an individual has to make application for reemployment or report back to work after military service is based on time spent on military duty. For service of less than 31 days, the service member must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight-hour rest period. For service of more than 30 days but less than 181 days, the service member must submit an application for reemployment within 14 days of release from service. For service of more than 180 days, an application for reemployment must be submitted within 90 days of release from service.

Employees who qualify for re-employment will return to active employment at a pay level and status equal to that which they would have attained had they not entered military service. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Questions regarding this policy should be directed to rick mann.

### **6.3 Family Military Leave (New York Employees)**

Employees may be eligible to take up to 10 days of leave when their spouse, as a member of the armed forces, National Guard or reserves, is on leave from deployment during a period of military conflict.

To be eligible, an employee must work for MANHATTAN TEMPORARY STAFFING LLC an average of at least 20 hours per week.

Employees should provide reasonable advance notice of their need for such leave to the extent possible. When possible, employees should consult with their supervisor to schedule the leave so that it does not unduly disrupt MANHATTAN TEMPORARY STAFFING LLC's operations. Employees must be prepared to provide MANHATTAN TEMPORARY STAFFING LLC with certification from the proper military authority to verify the employee's eligibility for family military leave.

Family military leave is unpaid; however, employees may opt to use accrued paid time off for this purpose.

#### **6.4 Jury Duty**

MANHATTAN TEMPORARY STAFFING LLC encourages employees to fulfill their civic responsibilities when called upon to serve as a juror. Employees must provide their immediate supervisor with a copy of their jury summons as soon as possible so that the supervisor may make arrangements to accommodate their absence.

Employees on jury duty must report to work on workdays, or parts of workdays, when they are not required to serve. Either MANHATTAN TEMPORARY STAFFING LLC or the employee may request an excuse from jury duty if it is determined that the employee's absence would create serious operational difficulties.

Jury duty will be paid if required by applicable state law. If paid, jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence.

#### **6.5 Jury Duty Leave (New York Employees)**

MANHATTAN TEMPORARY STAFFING LLC encourages employees to fulfill their civic responsibilities when called upon to serve as a juror. Employees must provide their immediate supervisor with a copy of their jury summons as soon as possible but prior to the start of jury duty service so that the supervisor may make arrangements to accommodate their absence. Either MANHATTAN TEMPORARY STAFFING LLC or the employee may request an excuse from jury duty if it is determined that the employee's absence would create serious operational difficulties.

If you report for jury duty and/or serve on a jury, you will be paid the first \$40 of your regular compensation for the first 3 days; however, your pay will be reduced by any compensation you receive from the courts for serving. Additional time off will be unpaid; however, employees may opt to use accrued paid time off for this purpose.

## **6.6 Workers' Compensation**

Employees who are injured on the job at MANHATTAN TEMPORARY STAFFING LLC are eligible for Workers' Compensation benefits. Such benefits are provided at no cost to employees and cover any injury or illness sustained in the course of employment that requires medical treatment.

Employees who sustain work-related injuries or illnesses must notify their supervisor immediately so that MANHATTAN TEMPORARY STAFFING LLC can notify the workers' compensation insurance carrier as soon as possible.

Lost time or medical expenses incurred as a result of an accident or injury which occurred while an employee was on the job will be compensated for in accordance with workers' compensation laws. This protection is paid for in full by MANHATTAN TEMPORARY STAFFING LLC. No premium is charged for this coverage and no individual enrollment is required. MANHATTAN TEMPORARY STAFFING LLC will provide medical care and a portion of lost wages through our insurance carrier.

All job-related accidents or illnesses must be reported to an employee's supervisor immediately upon occurrence. Supervisors will then immediately contact the risk manager to obtain the required claim forms and instructions.

## **6.7 Blood Donation Leave (New York Employees)**

MANHATTAN TEMPORARY STAFFING LLC employees who work an average of at least 20 hours per week may be eligible to take leave to donate blood. At MANHATTAN TEMPORARY STAFFING LLC's option, employees may either take up to 3 hours of leave in any 12-month period for the purpose of donating blood, or may take leave to donate blood at least two times per year at a convenient time and place set by MANHATTAN TEMPORARY STAFFING LLC.

Blood donation leave is unpaid; however, employees may opt to use accrued paid time off for this purpose.

To the extent possible, employees must provide advance notice of their need for leave under this policy.

## **6.8 Bone Marrow Donation Leave (New York Employees)**

MANHATTAN TEMPORARY STAFFING LLC employees may be eligible to take leave to undergo a medical procedure to donate bone marrow. The length of leave is to be determined by the employee's physician, but is not to exceed 24 hours, unless MANHATTAN TEMPORARY STAFFING LLC otherwise authorizes additional time.

To be eligible, employees must work for MANHATTAN TEMPORARY STAFFING LLC an average of 20 hours per week.

Bone marrow donation leave is unpaid; however, employees may opt to use accrued paid time off for this purpose.

To the extent possible, employees must provide advance notice of their need for leave under this policy. Employees must submit verification by a physician for the purpose and length of each requested leave to donate bone marrow.

### **6.9 Crime Victims Leave (New York Employees)**

An employee may be entitled to leave to attend criminal justice proceedings if the employee is a victim of a crime, is seeking an application or enforcement of a protection order, or is a witness in a criminal proceeding.

Except in cases of imminent danger to the health or safety of the employee, or unless impracticable, an employee requesting crime victims leave must inform his or her supervisor prior to the date of their court appearance.

Employees must be prepared to provide MANHATTAN TEMPORARY STAFFING LLC with certification to verify the employee's eligibility for the leave requested, such as a police report, a court order, or evidence that they appeared in court.

Crime victims leave is unpaid; however, employees may use accrued paid time off for this purpose.

### **6.10 Voting Leave (New York Employees)**

MANHATTAN TEMPORARY STAFFING LLC requests that, whenever possible, employees vote before or after work hours to avoid interference with business

operations. However, if an employee does not have sufficient time outside of work hours to cast his or her ballot, the employee may be eligible for time off to vote.

MANHATTAN TEMPORARY STAFFING LLC may specify the hours during which the employee may take leave to vote. Such time will generally be limited to the beginning or end of a working shift unless otherwise mutually agreed.

If there are fewer than four consecutive hours between the opening of the polls and the beginning of an employee's workday or between the end of an employee's workday and the closing of the polls, an employee may take up to two hours of paid leave to vote on Election Day.

To the extent possible, employees must provide no more than 10, and no less than two, days' written notice of their need for leave under this policy.

Employees must be prepared to provide MANHATTAN TEMPORARY STAFFING LLC with certification, such as a voter's receipt, to prove that he or she voted.

### **6.11 Disability Benefits (New York Employees)**

Employees who are unable to work due to a non-work related injury or sickness, including pregnancy, may be eligible for disability benefits through MANHATTAN TEMPORARY STAFFING LLC.

#### **Eligibility**

Employees who have worked for a covered employer for at least 4 consecutive weeks may be entitled to up to 26 weeks of partial wage replacement during 52 consecutive weeks.

Employees must be under the care of a healthcare provider, and must be prepared to provide proof of their disability from their healthcare provider, in order to qualify for benefits.

#### **Filing a Claim**

Employees must file a claim with Rick Mann or with the Company's insurance carrier within 30 days after becoming disabled. Employees are subject to a 7 day waiting period before receiving benefits.

If an employee files a claim for disability benefits after 30 days, the employee will

not be paid for any disability period more than two weeks before the claim is filed. Late filings may be excused, however, if the employee can show that it was not reasonably possible to file earlier.

An employee will not be entitled to any disability benefits if the employee files a claim more than 26 weeks after the disability begins.

Contact rick mann for assistance in determining eligibility and other questions related to disability benefits.

## **6.12 Volunteer Emergency Response Leave (New York Employees)**

During a declared state of emergency, volunteer firefighters or volunteer ambulance workers may be allowed a leave of absence to respond to an emergency.

Employees are eligible for leave when:

- They provide MANHATTAN TEMPORARY STAFFING LLC with advance notice that they are a volunteer firefighter or volunteer ambulance worker; or
- The employee's duties are related to the declared emergency.

If an employee is going to be late or absent due to an emergency dispatch, she or he must make every effort possible to provide notice to his or her supervisor prior to the beginning of the employee's shift.

Employees must be prepared to provide MANHATTAN TEMPORARY STAFFING LLC with certification from the volunteer fire department or ambulance service verifying the period of time the employee responded to the emergency.

Emergency response leave is unpaid; however, employees may opt to use accrued paid time off for this purpose.

# 7. Employee Conduct

## 7.1 Standards of Conduct

MANHATTAN TEMPORARY STAFFING LLC's rules and standards of conduct are essential to our productive work environment. All employees must familiarize themselves with company rules and standards; all employees will be held to them. Any employee who disregards or deviates from company rules or standards may be subject to disciplinary action, up to and including termination of employment.

While not intended to be an all inclusive list, the examples below represent behavior that is considered unacceptable in the workplace. Behaviors such as these, as well as other forms of misconduct, may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal/possession of property
- Falsification of timekeeping records
- Possession, distribution, sale, transfer, or use of alcohol or illicit drugs in the workplace
- Fighting or threatening violence in the workplace
- Gossiping or spreading rumors about co-workers
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of company-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in the workplace
- Sexual or other unlawful or unwelcome harassment
- Excessive absenteeism or any absence without notice
- Unauthorized use of telephones, computers, or other company-owned equipment
- Unauthorized disclosure of any confidential information

Other forms of misconduct not listed above may also result in disciplinary action, up to and including termination of employment. If you have questions regarding MANHATTAN TEMPORARY STAFFING LLC's standards of conduct, please direct them to your supervisor.

## **7.2 Disciplinary Action**

Disciplinary action at MANHATTAN TEMPORARY STAFFING LLC is intended to fairly and impartially correct behavior and performance problems early on and to prevent reoccurrence.

Disciplinary action may involve any of the following: verbal warning, written warning, suspension with or without pay, and termination of employment, depending on the severity of the problem and the frequency of occurrence. MANHATTAN TEMPORARY STAFFING LLC reserves the right to administer disciplinary action at its discretion and based upon the circumstances.

MANHATTAN TEMPORARY STAFFING LLC recognizes that certain types of employee behavior are serious enough to justify termination of employment, without observing other disciplinary action first.

These violations include but are not limited to:

- Workplace violence
- Harassment
- Theft of any kind
- Insubordinate behavior
- Vandalism or destruction of company property
- Presence on company property during non-business hours
- Use of company equipment and/or company vehicles without prior authorization
- Indiscretion regarding personal work history, skills, or training
- Divulging MANHATTAN TEMPORARY STAFFING LLC business practices or any other confidential information
- Any misrepresentation of MANHATTAN TEMPORARY STAFFING LLC to a customer, a prospective customer, the general public, or an employee

## **7.3 Confidentiality**

MANHATTAN TEMPORARY STAFFING LLC takes the protection of confidential



business information and trade secrets very seriously. To protect such information, employees may not disclose any confidential or proprietary information about the Company to any unauthorized individual.

### **Confidential Information**

“Confidential Information” includes, but is not limited to, computer processes, computer programs and codes, customer lists, customer preferences and personal information, company financial data, marketing strategies, proprietary production processes, research and development strategies, pricing information, business and marketing plans, vendor information, software, databases, and information concerning the creation, acquisition or disposition of products and services.

Confidential Information also includes any information considered to be the intellectual property of the Company. Intellectual property includes, but is not limited to, trade secrets, ideas, discoveries, writings, trademarks, and inventions developed through the course of your employment with MANHATTAN TEMPORARY STAFFING LLC and as a direct result of your job responsibilities with MANHATTAN TEMPORARY STAFFING LLC.

Wages and other conditions of employment are not considered to be Confidential Information. Employees are free to discuss these issues with co-workers or third parties for the purpose of improving work conditions.

### **Inadvertent Disclosure**

The unintentional disclosure of Confidential Information can be just as harmful as intentional disclosure. To avoid this, never discuss with any unauthorized person any Confidential Information you may have about the Company. You should never discuss Confidential Information, even with authorized employees, if you are in the presence of others who are not authorized.

If you receive a request for Confidential Information, you should immediately refer the request to your supervisor. If you leave the Company, you may not disclose or misuse any Confidential Information.

The unauthorized disclosure of Confidential Information belonging to the Company may subject you to disciplinary action, up to and including termination of employment.

Questions regarding this policy should be directed to rick mann.

## 7.4 Personal Appearance

The purpose of MANHATTAN TEMPORARY STAFFING LLC's personal appearance policy is to ensure a safe and sanitary workplace for all employees. MANHATTAN TEMPORARY STAFFING LLC strives to maintain a professional working environment that promotes efficiency, positive employee morale and promotes a professional image. During business hours or when representing MANHATTAN TEMPORARY STAFFING LLC, employees are expected to use common sense and good judgment in order to meet the goals of this policy.

Generally, employees should wear appropriate clothing, observe high standards of personal hygiene, and dress and groom themselves according to the requirements of their positions. While not intended to be an all-inclusive list, the examples below are considered appropriate workplace attire:

- Slacks
- Blouses
- Button-down shirts
- Khaki pants

If management designates "casual days," an employee's casual dress must still be clean, neat and project a professional image.

Generally, employees should maintain a clean and neat appearance and should refrain from wearing stained, wrinkled, frayed, or revealing clothing to the workplace. Employees are urged to use their discretion when determining what is appropriate to wear to work. Employees who wear inappropriate attire to work may be sent home to change their clothing.

MANHATTAN TEMPORARY STAFFING LLC understands that in certain situations, the Company may need to make exceptions to this policy based on an employee's religion, disability, or other characteristic protected under federal, state or local law. In accordance with all applicable laws, the Company will make every effort to provide reasonable accommodation to the employee requesting accommodation unless doing so would cause an undue hardship on MANHATTAN TEMPORARY STAFFING LLC.

Questions regarding appropriate workplace attire should be directed to your supervisor or Rick Mann.

## **7.5 Workplace Violence**

MANHATTAN TEMPORARY STAFFING LLC strictly prohibits workplace violence, including any act of intimidation, threat, harassment, physical violence, verbal abuse, aggression or coercion against a coworker, vendor, customer, or visitor.

Prohibited actions, include, but are not limited to the following examples:

- Physically injuring another person
- Threatening to injure another person
- Engaging in behavior that subjects another person to emotional distress
- Using obscene, abusive or threatening language or gestures
- Bringing an unauthorized firearm or other weapon onto company property
- Threatening to use or using a weapon while on company premises, on company-related business, or during job-related functions
- Intentionally damaging property

All threats or acts of violence should be reported immediately to your supervisor or security personnel. Employees should warn their supervisors or security personnel of any suspicious workplace activity that they observe or that appears problematic. Employee reports made pursuant to this policy will be kept confidential to the maximum extent possible. MANHATTAN TEMPORARY STAFFING LLC will not tolerate any form of retaliation against any employee for making a report under this policy.

MANHATTAN TEMPORARY STAFFING LLC will take prompt remedial action, up to and including immediate termination, against any employee found to have engaged in threatening behavior or acts of violence.

## **7.6 Drug & Alcohol Abuse**

MANHATTAN TEMPORARY STAFFING LLC is committed to maintaining a workplace free of substance abuse. No employee is allowed to consume, possess, sell, purchase, or be under the influence of alcohol or illegal drugs on any property owned by or leased on behalf of MANHATTAN TEMPORARY STAFFING LLC, or in any vehicle owned or leased on behalf of MANHATTAN TEMPORARY STAFFING

LLC. The use of over-the-counter drugs and legally prescribed drugs is permitted as long as they are used in the manner for which they were prescribed and provided that such use does not hinder an employee's ability to safely perform his or her job. MANHATTAN TEMPORARY STAFFING LLC will not tolerate employees who report for duty while impaired by the use of alcohol or drugs. All employees should report evidence of alcohol or drug abuse to their supervisor or Rick Mann immediately. In cases in which the use of alcohol or drugs creates an imminent threat to the safety of persons or property, employees are required to report the violation. Failure to do so may result in disciplinary action, up to and including termination of employment.

As a part of our effort to maintain a workplace free of substance abuse, MANHATTAN TEMPORARY STAFFING LLC employees may be asked to submit to a medical examination and/or clinical testing for the presence of alcohol and/or drugs. Within the limits of federal, state, and local laws, MANHATTAN TEMPORARY STAFFING LLC reserves the right to examine and test for drugs and alcohol at our discretion.

As a condition of your employment with MANHATTAN TEMPORARY STAFFING LLC, employees must comply with this Drug & Alcohol Abuse Policy. Be advised that no part of the Drug & Alcohol Abuse Policy shall be construed to alter or amend the at-will employment relationship between MANHATTAN TEMPORARY STAFFING LLC and its employees.

Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

## **7.7 Sexual & Other Unlawful Harassment**

MANHATTAN TEMPORARY STAFFING LLC is committed to a work environment in which all individuals are treated with respect. MANHATTAN TEMPORARY STAFFING LLC expressly prohibits discrimination and all forms of employee harassment based on race, color, religion, sex, national origin, age, disability, military or veteran status, or status in any group protected by state or local law.

Sexual harassment is a form of discrimination and is prohibited by law. For purposes of this policy sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a

sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment. Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

Sexual and unlawful harassment may include a range of behaviors and may involve individuals of the same or different gender. These behaviors include, but are not limited to:

- Unwanted sexual advances or requests for sexual favors.
- Sexual or derogatory jokes, comments, or innuendo
- Unwelcomed physical interaction
- Insulting or obscene comments or gestures
- Offensive email, voicemail, or text messages
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons
- Making or threatening reprisals after a negative response to sexual advances
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters
- Verbal sexual advances or propositions
- Physical conduct that includes touching, assaulting, or impeding or blocking movements
- Abusive or malicious conduct that a reasonable person would find hostile, offensive, and unrelated to the Company's legitimate business interests
- Any other visual, verbal, or physical conduct or behavior deemed inappropriate by the Company

Harassment on the basis of any other protected characteristic is also strictly prohibited.

### **Complaint Procedure:**

MANHATTAN TEMPORARY STAFFING LLC strongly encourages the reporting of all

instances of discrimination, harassment, or retaliation. If you believe you have experienced or witnessed harassment or discrimination based on sex, race, national origin, disability, or another factor, promptly report the incident to your supervisor. If you believe it would be inappropriate to discuss the matter with your supervisor, you may bypass your supervisor and report it directly to:

rick mann

212-682-4060

Any reported allegations of harassment or discrimination will be investigated promptly, thoroughly, and impartially.

Any employee found to be engaged in any form of sexual or other unlawful harassment may be subject to disciplinary action, up to and including termination of employment.

**Retaliation Prohibited:**

MANHATTAN TEMPORARY STAFFING LLC expressly prohibits retaliation against any individual who reports discrimination or harassment, or assists in investigating such charges. Any form of retaliation is considered a direct violation of this policy and, like discrimination or harassment itself, will be subject to disciplinary action, up to and including termination of employment.

**7.8 Telephone Usage**

MANHATTAN TEMPORARY STAFFING LLC telephones are intended for the sole use of conducting company business. Personal use of the Company's telephones and individually owned cell phones during business hours is prohibited except in emergencies. In addition, long distance phone calls which are not strictly business-related are expressly prohibited.

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

## **7.9 Personal Property**

Employees should use their discretion when bringing personal property into the workplace. MANHATTAN TEMPORARY STAFFING LLC assumes no risk for any loss or damage to personal property.

Additionally, employees may not possess or display any property that may be viewed as inappropriate or offensive on MANHATTAN TEMPORARY STAFFING LLC premises.

## **7.10 Use of Company Property**

Company property refers to anything owned by the company: physical, electronic, intellectual, or otherwise. The use of company property is for business necessity only.

When materials or equipment are assigned to an employee for business, it is the employee's responsibility to see that the equipment is used properly and cared for properly. However, at all times, equipment assigned to the employee remains the property of the Company, and is subject to reassignment and/or use by the Company without prior notice or approval of the employee. This includes, but is not limited to, computer equipment and data stored thereon, voicemail, records, and employee files.

MANHATTAN TEMPORARY STAFFING LLC has created specific guidelines regarding the use of company equipment. Below is a list of employee responsibilities and limitations with regards to company property.

### **Personal use of company property:**

Company property is not permitted to be taken from the premises without proper written authority from company management.

### **Company Tools:**

All necessary tools are furnished to employees in order to assist them in their required duties. Each employee is, in turn, responsible for these tools. Tools

damaged or stolen as a result of an employee's negligence will, to the extent permitted by federal, state and local law, be charged to the employee.

### **Care of Company Property:**

Office areas should be kept neat and orderly and all equipment should be well-maintained. The theft, misappropriation, or unauthorized removal, possession, or use of company property or equipment is expressly prohibited.

Any action in contradiction to the guidelines set herein may result in disciplinary action, up to and including termination of employment.

### **7.11 Smoking**

MANHATTAN TEMPORARY STAFFING LLC provides a smoke-free environment for its employees, customers, and visitors. Smoking is prohibited throughout the workplace. We have adopted this policy because we have a sincere interest in the health of our employees and in maintaining pleasant working conditions.

### **7.12 Visitors in the Workplace**

To ensure the safety and security of MANHATTAN TEMPORARY STAFFING LLC and its employees, only authorized visitors are permitted on Company premises and in Company facilities.

All visitors must enter through the main reception area and sign in and out at the front desk. All visitors are also required to wear a "visitor" badge while on MANHATTAN TEMPORARY STAFFING LLC premises. Authorized visitors will be escorted to their destination and must be accompanied by a representative of the Company at all times.

### **7.13 Computer, Email & Internet Usage**

MANHATTAN TEMPORARY STAFFING LLC's computer systems allow us to be



more productive, but can cause problems if used improperly. It is extremely important that all employees use good business judgment when using the computer systems.

Computer hardware, software, electronic mail, Internet connections, and all other computer or electronic communication or data storage systems used by MANHATTAN TEMPORARY STAFFING LLC are the property of MANHATTAN TEMPORARY STAFFING LLC and are intended for business use. Employees have no right of personal privacy in their use of MANHATTAN TEMPORARY STAFFING LLC's computer and electronic communication systems. To ensure compliance with this policy, computer, email and Internet usage may be monitored, including but not limited to, reviewing documents created and stored on MANHATTAN TEMPORARY STAFFING LLC's computer and electronic communication systems, monitoring sites visited by employees on the Internet, reviewing materials downloaded or uploaded by employees from or to the Internet, and reviewing emails sent and received by employees.

MANHATTAN TEMPORARY STAFFING LLC strives to maintain a workplace free of harassment and is sensitive to the diversity of its employees. Therefore, MANHATTAN TEMPORARY STAFFING LLC prohibits the use of computers and the email system in ways that are disruptive, offensive to others, or harmful to morale.

Computer, email and Internet may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other nonbusiness matters.

MANHATTAN TEMPORARY STAFFING LLC purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, MANHATTAN TEMPORARY STAFFING LLC does not have the right to reproduce such software for use on more than one computer. Employees may only use software according to the software license agreement. MANHATTAN TEMPORARY STAFFING LLC prohibits the illegal duplication of software and its related documentation.

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

over the Internet has the appropriate distribution rights.

Abuse of this policy may result in disciplinary action, up to and including termination of employment. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Stealing, using, or disclosing someone else's code or password without authorization
- Copying, pirating, or downloading software and electronic files without permission
- Sending or posting confidential material, trade secrets, or proprietary information outside of the organization. Wages and other conditions of employment are not considered to be confidential material.
- Violating copyright law
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
- Sending or posting messages or material that could damage the Company's image or reputation
- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities
- Using the Internet for political causes or activities, religious activities, or any sort of gambling
- Sending or posting messages that disparage another organization's products or services
- Passing off personal views as representing those of the Company
- Engaging in any other illegal activities

Employees should notify their immediate supervisor or any member of management upon learning of violations of this policy.

## **7.14 Company Supplies**

Only authorized persons may purchase supplies in the name of MANHATTAN TEMPORARY STAFFING LLC. No employee whose regular duties do not include purchasing shall incur any expense on behalf of MANHATTAN TEMPORARY STAFFING LLC or bind MANHATTAN TEMPORARY STAFFING LLC by any promise or representation without express written approval.

## **7.15 Employee Conduct**

### **RE: Substitute teachers**

Make note that my clients which are private schools differ in their policy regarding touching students. Upon arriving at the school, please ask the contact person to discuss their particular "no touching of student's policy". It is very important to follow and to adhere to the school's no touching of student's policy.

## **7.16 Cell Phone Use**

MANHATTAN TEMPORARY STAFFING LLC limits the use of personal cell phones at work to meal and break periods unless use is job-related or for an emergency situation.

Cell phone use includes, but is not limited to, the following activities: incoming or outgoing calls, text messaging, internet use, use of gaming features, use of camera or video, and use of other smart phone technology.

### **Company-provided cell phones:**

Unless otherwise authorized, Company provided cell phones are only to be used for business purposes. Employees are required to fully reimburse the Company for any personal use of the Company provided cell phone.

When driving, employees must adhere to all federal, state or local rules and regulations regarding the use of cell phones. As such, employees must not use cell phones if doing so is prohibited by law. Employees who incur fines as a result of violating federal, state or local rules and regulations regarding the use of cell phones while operating vehicles owned by MANHATTAN TEMPORARY STAFFING LLC will be solely responsible for such fines. If you are unsure whether or not the use of a cell phone while driving is prohibited in a particular area, please check with rick mann.

Violation of this policy may result in disciplinary action, up to and including termination of employment.

## **8. Timekeeping & Payroll**

### **8.1 Attendance & Punctuality**

Absenteeism and tardiness place an undue burden on other employees and on the Company. MANHATTAN TEMPORARY STAFFING LLC expects regular attendance and punctuality from all employees. This means being in the workplace, ready to work, at your scheduled start time each day and completing your entire shift. Employees are also expected to return from scheduled meal and break periods on time.

All time off must be requested in writing, in advance, as outlined in the Company's Paid Time Off (PTO) policy. If an employee is unexpectedly unable to report for work for any reason, he or she must directly notify their supervisor as early as possible, but always prior to their scheduled starting time. It is not acceptable to leave a voicemail message with a supervisor, except in extreme emergencies. In cases that warrant leaving a voicemail message or when an employee's direct supervisor is unavailable, a follow-up call must be made later that day.

If an illness or emergency occurs during work hours, employees should notify their supervisor as soon as possible.

Employees who are going to be absent for more than one day should contact their supervisor each day of their absence. MANHATTAN TEMPORARY STAFFING LLC reserves the right, to the extent allowed by law, to ask for a physician's statement in the event of a long-term illness (three consecutive days), or multiple illnesses or injuries.

If an employee fails to notify their supervisor after three consecutive days of absence, MANHATTAN TEMPORARY STAFFING LLC will presume that the employee has voluntarily resigned. MANHATTAN TEMPORARY STAFFING LLC will review any extenuating circumstances presented by the employee that may have prevented him or her from calling in before the employee is removed from payroll.

MANHATTAN TEMPORARY STAFFING LLC considers consistent attendance and punctuality to be the foundation for excellent performance. Should undue or recurrent absence and tardiness become apparent, the employee will be subject to disciplinary action, up to and including termination of employment.

## **8.2 Timekeeping**

It is the Company's policy to comply with applicable laws that require records to be maintained of the hours worked by our employees. Every employee is responsible for accurately recording time worked.

In addition to recording arrival and departure time, non-exempt employees are required to accurately record the start and end of each meal period as well as any departure for non-work related reasons.

Vacation days, sick days, holidays, and absences for jury duty, funeral leave or military training must be specifically recorded by all employees.

It is the responsibility of all employees to submit and approve their time records each week.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action up to and including termination of employment.

## **8.3 Paydays**

MANHATTAN TEMPORARY STAFFING LLC employees are paid on a Semi-monthly basis. In the event that a regularly scheduled payday falls on a holiday, employees will be paid on the day preceding the holiday, unless otherwise required by state law.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Paychecks may also be mailed to the employee's listed address.

In the event of employee termination, the employee will receive their accrued pay in accordance with applicable federal, state and local laws.

## **8.4 Payroll Deductions**

MANHATTAN TEMPORARY STAFFING LLC makes deductions from employee pay only in circumstances permitted by applicable law. This includes, but is not limited to, mandatory deductions for income tax withholding and Social Security and Medicare contributions as well as voluntary deductions for health insurance premiums and other related contributions.

If you believe that an improper deduction has been made from your pay, raise the issue with Rick Mann immediately. MANHATTAN TEMPORARY STAFFING LLC will promptly investigate. If the investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed promptly.