



TEMPORARY EMPLOYEE HANDBOOK

**Effective
July 1, 2020**

TABLE OF CONTENTS

ABOUT SANTA CRUZ STAFFING	4
INTRODUCTION	4
CLIENT SERVICE POLICY	4
DISCUSSING COMPANY BUSINESS	4
EMPLOYMENT POLICIES	5
NATURE OF EMPLOYMENT	5
EQUAL EMPLOYMENT OPPORTUNITY	5
SERVICE ANIMALS	5
DISABILITY ACCOMODATION REQUEST	6
PROHIBITED HARASSMENT	6
COMPLAINT PROCEDURE	7
IMMIGRATION LAW COMPLIANCE	8
EMPLOYEE RELATIONS	8
EMPLOYMENT APPLICATIONS	8
EMPLOYMENT CATEGORIES	8
Temporary	8
ACCESS TO PERSONNEL FILES	8
INFORMATION CHANGES	9
SECURITY INSPECTIONS	9
CONDITIONAL OFFER OF EMPLOYMENT	9
EMPLOYMENT REFERENCE CHECKS	9
BACKGROUND CHECKS	9
DRUG TESTING	9
EMPLOYEE CONDUCT AND WORK RULES	10
CODE OF CONDUCT	10
ATTENDANCE AND PUNCTUALITY	10
PERSONAL APPEARANCE	11
USE OF EQUIPMENT	11
COMPANY PROPERTY	11
CONFIDENTIALITY	11
SMOKING	11
DRUG AND ALCOHOL USE	11
INFORMATION/COMMUNICATION SYSTEMS	12
PROBLEM SOLVING	12
HEALTH AND SAFETY	13
WORKPLACE VIOLENCE	13
SAFETY RULES	13
Standards and Guidelines	14
Accident/Injury Procedure	14
SECURITY	14
EMPLOYEE BENEFITS	15
WAGE REPLACEMENT INSURANCES	15
State Disability Insurance (SDI) – Employee’s Own Illness/Injury	15
Paid Family Leave (PFL) – To Care for a Family Member	15
Social Security Insurance	15
Unemployment Insurance	15
Workers’ Compensation Insurance	15
PAID SICK LEAVE	16
EMERGENCY PAID SICK LEAVE FOR COVID 19	16
MEDICAL INSURANCE	17
LEAVES OF ABSENCES	17
WORKERS’ COMPENSATION DISABILITY LEAVE	17
FAMILY AND MEDICAL LEAVE ACT (FMLA) & CALIFORNIA FAMILYRIGHTS ACT (CFRA)	17
PUBLIC HEALTH EMERGENCY LEAVE FOR COVID 19	17
PREGNANCY DISABILITY LEAVE (PDL)	18
BABY BONDING / NEW PARENT LEAVE	18
CRIME VICTIMS LEAVE	19
LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING	19
JURY DUTY / COURT ATTENDANCE LEAVE	19
VOTING LEAVE	19

BEREAVEMENT LEAVE	19
VOLUNTEER CIVIL SERVICE / EMERGENCY RESPONDER LEAVE	19
CIVIL AIR PATROL LEAVE	19
MILITARY SPOUSE LEAVE	19
MILITARY & RESERVE DUTY LEAVE	20
COMPENSATION	20
REST AND MEAL PERIODS	20
ON DUTY LUNCH	20
TIMEKEEPING	21
OVERTIME	21
PAYDAYS	22
PAY DEDUCTIONS	21
CORRECTIONS TO PAYCHECKS	22
MAILED CHECKS	22
VACATION PAY / PTO	22
HOLIDAY PAY	22
ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK	23

ABOUT SANTA CRUZ STAFFING

It is our pleasure to welcome you as an employee to Santa Cruz Staffing. We feel a very strong commitment to you as an employee. We want you to feel good about a job well done and we will try our best to give you the tools, direction and support necessary to enable you to be successful. Santa Cruz Staffing is not a large or formal corporation. Santa Cruz Staffing is a great place to work and we hope you will always feel like a member of our team. If there is anything you need, as we all strive to please our clients, just speak with any of the management staff.

Congratulations on being part of our team!

INTRODUCTION

One of our objectives is to provide a work environment that is conducive to both personal and professional growth. This handbook is designed to acquaint you with Santa Cruz Staffing and to provide you with information about working conditions and some of the policies affecting your employment. The policies contained in this Employee Handbook dated July 2018 apply to all employees and supersede and replace all previously communicated policies both in written and verbal form. This handbook does not create a contract, expressed or implied.

You should read, seek necessary clarification, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed to benefit you.

No employee handbook can anticipate every circumstance or question about policy. As we continue to grow, the need may arise to change policies described in the handbook. Santa Cruz Staffing therefore reserves the right to revise, supplement, or rescind any policies or portion of the handbook, other than the policy of at-will employment, from time to time as is deemed appropriate. Employees will be notified of revisions/updates to these policies.

Understandably, you will have questions throughout the course of your employment. We encourage you to first direct these questions to your assigned recruiter. If your assigned recruiter is unable to answer your questions, or you do not feel comfortable asking such questions of him/her, please speak with our Staffing Coordinator who will direct the questions to the appropriate personnel. We are committed to engaging our employees in ongoing, meaningful dialog regarding all matters of employment. We anticipate that our employees will bring their issues and concerns to us, before discussing such matters with agents outside of Santa Cruz Staffing.

CLIENT SERVICE POLICY

At Santa Cruz Staffing our goal is to leave a positive, lasting impression with the clients who choose to do business with us. We accomplish this through caring and professional employees who strive to provide exceptional client service by not only meeting, but *exceeding*, our clients' expectations in every way possible. By providing excellent quality client service, many of our clients will choose Santa Cruz Staffing again and again and they will recommend us to their colleagues.

What we say to our clients and *how* we say it are the basic building blocks to exceptional client service. All of us should constantly look for opportunities to enhance the satisfaction of our clients. This requires a committed team approach. We are all expected to accommodate client requests and needs as they arise. The primary tools in accomplishing this are *knowledge* of your job, the products and services we provide our clients, and your *attitude* when delivery that knowledge, service or product. Remember to always interact with our clients in the most pleasant and efficient manner.

DISCUSSING COMPANY BUSINESS

Whenever you are on duty or on a Santa Cruz Staffing assignment, it is important that you not discuss Company business, work difficulties, or any work matters with a client, which might place Santa Cruz Staffing in a negative light. Understandably, our clients are interested in courteous, prompt service and high-quality talent, not excuses or complaints from any of us. Our primary concern always is client satisfaction. Our clients neither want nor need to learn of our internal affairs. If problems or difficulties arise, communicate directly with your assigned recruiter, who will work with you to resolve them.

EMPLOYMENT POLICIES

NATURE OF EMPLOYMENT

Employment is at-will; neither employees nor Santa Cruz Staffing are bound to continue the employment relationship if either chooses (“at-will”) to end the relationship at any time, with or without notice and with or without cause. Additionally, other terms and conditions of employment such as compensation, benefits, title, duties, and corrective action may be modified at the discretion of Santa Cruz Staffing. The policy of at-will employment may be modified only in writing signed by both the Board of Directors and the employee, which specifically cites that it is a modification to the at-will policy.

EQUAL EMPLOYMENT OPPORTUNITY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Santa Cruz Staffing will be based on merit, qualifications and abilities. Employment practices will not be influenced or affected by an applicant’s or employee’s sex (including gender identity), height, weight, physical characteristics, sexual orientation, race, color, religion, marital status, denial of FMLA/CFRA, national origin (including language use and restrictions), ancestry, medical condition (including cancer/genetic characteristics), age (40+), physical/mental disability (including HIV/AIDS), denial of PDL (Pregnancy Disability Leave) or reasonable accommodation, veteran status, or any characteristic as protected by applicable law.

It is Santa Cruz Staffing’s intent to comply with the provisions of disability anti-discrimination requirements and make reasonable accommodations for qualified applicants and employees with known disabilities if the person is otherwise qualified to safely perform all the essential functions of the position and if the accommodation does not constitute an undue hardship on Santa Cruz Staffing. Therefore, if you feel you need reasonable accommodation to perform the essential functions of your job, contact your assigned recruiter or your onsite client supervisor to begin an interactive process in determining the appropriateness of accommodation.

This policy governs all aspects of employment including selection, job assignment, compensation, corrective action, termination and access to benefits and training.

SERVICE ANIMALS

Santa Cruz Staffing prohibits bringing a pet (a domestic animal kept for pleasure or companionship) to work or having a pet on Company or Client property, with the exception of service animals** for a person with disabilities.

**A service animal is defined as any animal individually trained to work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals to an impending seizure or protecting individuals during one, and alerting individuals who are hearing impaired to intruders, or pulling a wheelchair and fetching dropped items.”

Santa Cruz Staffing reserves the right to request medical documentation of hidden disabilities, such as psychiatric impairments, to verify that the person needs a service animal. The Company may also ask for an explanation of why and how the service animal enables the employee to perform essential job functions. Santa Cruz Staffing will evaluate if the request for an animal in the workplace is reasonable and will effectively enable the employee to do the job while not posing an undue burden. Please note: the ability to use a service animal while working at our Client sites may vary depending on our client’s needs.

Requirements of service animals and their owners include:

- Animals must be in good health; Animals need to be immunized against rabies and other diseases common to that type of animal. All vaccinations must be current, and animals must wear a rabies vaccination tag.
- All dogs must be licensed per state law.
- Service animals must wear an owner identification tag (which includes the name and phone number of the owner) at all times.
- Animals must be on a leash, harness or other type of restraint at all times, unless the owner/partner is unable to retain an animal on leash due to a disability.
- The owner must be in full control of the animal at all times. The care and supervision of the animal is solely the responsibility of the owner/partner.
- Reasonable behavior is expected from service animals while on Company’s and Client’s property. The owners of disruptive and aggressive service animals may be asked to remove them from Company’s and Client’s facilities. If the improper behavior happens repeatedly, the owner may be told not to bring the service animal into any facility until the owner takes significant steps to mitigate the behavior.
- Cleanliness of the service animal is mandatory. Consideration of others must be taken into account when providing maintenance and hygiene of service animals. The owner/partner is expected to clean and dispose of all animal waste.

If you have questions or concerns about any type of discrimination in the workplace, without fear of reprisal, you are encouraged to bring these issues to the attention of your assigned recruiter or the Staffing Coordinator who will direct your inquiry to the appropriate person. Anyone found to be engaging in any type of unlawful discrimination will be subject to corrective action, up to and including termination of employment.

DISABILITY ACCOMMODATION REQUEST

Santa Cruz Staffing is committed to an ongoing interactive communication process whenever an employee (or applicant) requests reasonable accommodation due to a disability or medical condition. Employees are required to bring such requests to their assigned recruiter or Staffing Coordinator immediately in order to begin the dialog in a timely manner. While accommodations may not always be possible, Santa Cruz Staffing will make every reasonable effort to find solutions to such employee request.

PROHIBITED HARASSMENT

Santa Cruz Staffing is committed to providing all of its employees with a workplace free of harassment. Santa Cruz Staffing maintains a strict policy prohibiting sexual harassment and harassment on the basis of sex (including gender identity), height, weight, physical characteristics, sexual orientation, race, color, religion, marital status, denial of FMLA/CFRA, national origin (including language use and restrictions), ancestry, medical condition (including cancer/genetic characteristics), age (40+), physical/mental disability (including HIV/AIDS), denial of PDL (Pregnancy Disability Leave) or reasonable accommodation, veteran status, or any characteristic as protected by applicable law.

This prohibition applies to all persons involved in the operation of Santa Cruz Staffing, including employees, vendors, and clients of Santa Cruz Staffing. No employee is expected to tolerate any conduct prohibited by this policy from anyone while at work or engaged in Company business.

In keeping with our commitment to a harassment free environment, Santa Cruz Staffing will comply with all applicable rules and regulation regarding the training of employees in supervisory positions.

Sexual Harassment Defined

Sexual harassment prohibited by this policy includes any unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

The three most common types of sexual harassment complaints are those in which:

- An employee is fired or denied a job or an employment benefit because he/she refused to grant sexual favors or because he/she complained about harassment. Retaliation for complaining about harassment is illegal, even if it cannot be demonstrated that the harassment actually occurred.
- An employee quits because he/she can no longer tolerate an offensive work environment, referred to as a "constructive discharge." If it is proven that a reasonable person in the victim's position, under like conditions, would resign to escape the harassment, the employer may be held responsible for the resignation as if the employee had been discharged.
- An employee is exposed to an offensive work environment. Exposure to various kinds of behavior or to unwanted sexual advances alone may constitute harassment.

The following is a partial list of conduct that would be considered sexual harassment:

- Unwanted sexual advances whether it be a verbal advances or propositions
- Offering employment benefits in exchange for sexual favors.
- Making or threatening retaliation after a negative response to sexual advances.
- Visual conduct such as leering, making sexual gestures, displaying offensive, derogatory, obscene or sexually suggestive objects, e-mails, computer graphics or images, unwelcome notes or letters, photographs, cards, drawings, gestures, pictures, cartoons, calendars or posters placed on walls, bulletin boards, or elsewhere on Company or client premises or circulated in the workplace.
- Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, negative stereotyping, comments about an employee's body or dress.
- Written communications of a sexual nature distributed in hard copy or via a computer network.
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- Physical conduct such as touching, assaults, impeding or blocking movements, unwelcome physical contact or staring at a person's body.
- Retaliation for making harassment reports or threatening to report harassment.

Sexual harassment can occur between employees of the same sex. It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females.

Other Types of Harassment

Santa Cruz Staffing also prohibits harassment on the basis of race, color, national origin, religion, gender, ancestry, pregnancy, childbirth, physical or mental disability, medical condition, age, veteran status, height, weight, physical characteristics or any other characteristic protected by applicable law. Such prohibited harassment includes but is not limited to the following examples of offensive conduct:

- Verbal conduct such as threats, epithets, derogatory comments or slurs;
- Visual conduct such as derogatory posters, photographs, cartoons, drawings or gestures.
- Written communications containing statements that may be offensive to individuals in a particular protected group, such as racial or ethnic stereotypes or caricatures.
- Physical conduct such as assault, unwanted touching or blocking normal movement.
- Retaliation for making or threatening to make harassment reports to Santa Cruz Staffing, or for participating in an investigation into harassment allegations.

SANTA CRUZ STAFFING'S COMPLAINT PROCEDURE

If you believe that you have been subjected to harassment prohibited by this policy, you are required to immediately report the offensive behavior, preferably in writing, to the Staffing Coordinator at Santa Cruz Staffing and submit a formal complaint notice via the Assignment Complaint form on our website, located under the 'For Employees' tab.

If you become aware of harassing conduct engaged in or suffered by another Santa Cruz Staffing employee, regardless of whether such harassment directly affects you, you should immediately report that information, preferably in writing, to our Staffing Coordinator who will direct the report to the appropriate personnel.

Complaints should include details of the incident(s), names of the individuals involved, and the names of any witnesses. No adverse action will be taken against an employee who makes a report or cooperates in the investigation of a report of harassment.

Santa Cruz Staffing's policy is to conduct an immediate, thorough and objective investigation of any harassment claims.

Santa Cruz Staffing will protect the confidentiality of the harassment allegations to the extent possible. However, Santa Cruz Staffing cannot guarantee complete confidentiality, since we cannot conduct an investigation without revealing certain information to the alleged harasser and potential witnesses. At the conclusion of our investigation, we will attempt to determine whether unlawful harassment has occurred. Santa Cruz Staffing will look at the totality of the circumstances, including the nature of the conduct and the context in which it occurred. If appropriate, Santa Cruz Staffing will, as promptly as possible, communicate our findings and the remedial action (if any) to be taken to the accused, to the complainant, and when appropriate, to other persons who are directly concerned.

If we determine that harassment has occurred, Santa Cruz Staffing will take remedial action commensurate with the severity of the offense. This action may include corrective action against the harasser, up to and including termination. Necessary steps will be taken to prevent any further harassment.

Santa Cruz Staffing strictly prohibits retaliation against any person by another employee or by Santa Cruz Staffing for using this complaint procedure, reporting harassment, or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by Santa Cruz Staffing or a governmental enforcement agency.

Santa Cruz Staffing does not consider conduct in violation of this policy to be within the course and scope of employment and does not sanction such conduct on the part of any employee, including management employees.

Additional Enforcement Information

Santa Cruz Staffing encourages all employees to report any instances of harassment forbidden by this policy immediately so that complaints can be resolved. In addition to Santa Cruz Staffing's internal complaint procedure, employees should also be aware that the federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment & Housing (DFEH) investigate and prosecute complaints of unlawful discrimination and harassment in employment. Employees who believe that they have been harassed may file a complaint with the Department of Fair Employment and Housing within one year of unlawful harassment, or with the Equal Employment Opportunity Commission within 180 days of the alleged discriminatory act. Both the EEOC and the DFEH serve as neutral fact finders and attempt to help the parties voluntarily resolve disputes.

For more information, contact your onsite recruiter, or the nearest office of the EEOC or DFEH. The address and telephone number of the local offices of the EEOC and DFEH are located in the telephone directory.

IMMIGRATION LAW COMPLIANCE

We are committed to full compliance with federal immigration laws and will 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. Required documentation must be presented within 72 hours of a new employee's first report to work. Failure to present documentation within 72 hours will preclude the employee from returning to work without the required documentation. Former employees who are rehired must also complete the form if they have not completed an I-9 with Santa Cruz Staffing within the past three years, or if their previous I-9 is no longer retained or valid. Employees may raise questions or complaints about immigration law compliance without fear of reprisal by Santa Cruz Staffing.

EMPLOYEE RELATIONS

This employee handbook outlines our expectations of you as an employee. We also want you to know what you can expect of us. We strongly believe that the working conditions, wages and benefits we offer to you are competitive with those offered by other employers in this industry. If you have concerns about working conditions or compensation, you are encouraged to voice these concerns openly and directly with your assigned recruiter or your onsite client supervisor.

Our experience has shown that when employees deal openly and directly with one another, the work environment can be excellent, communications can be clear, and attitudes can be positive. Open communication is a "two-way street", so speak with us if you have any concerns or need questions answered.

EMPLOYMENT APPLICATIONS

All employees are required to fully complete Santa Cruz Staffing's Employment Application. We rely 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, falsifications or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination from employment.

EMPLOYMENT CATEGORIES

There are employment classifications that determine your employment, though these classifications do not guarantee employment for any specified period of time. Your position is designated as either non-exempt or exempt from federal and state wage and hour laws. Employees in **non-exempt** positions are entitled to overtime pay as specified by federal and state law and other provisions of federal and state wage and hour laws. Employees in **exempt** positions are excluded from overtime and other specific provisions of federal and state wage and hour laws. "Comp" time is not provided in lieu of pay and employees in either exempt or non-exempt positions. You will be advised of the exempt or non-exempt status of your position upon hire.

In addition to the above classifications, each employee is defined as: **TEMPORARY**

- Temporary employees are those who are hired on a part-time or full-time basis: to provide an interim replacement during a leave of absence; to temporarily supplement the work force (i.e.: peak season); or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration and though a temporary position has an established length of time, there is no guarantee that if an employee is hired to perform a temporary position, the employee will be retained through the entire period of the assignment. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. These employees are entitled to receive all legally mandated benefits (Workers' Compensation, State Disability, Paid Family Leave, Unemployment, Social Security Insurances, and similar benefits), but are not eligible for company-provided benefits (PTO, paid holidays and similar benefits).

ACCESS TO PERSONNEL FILES

Personnel files are the property of Santa Cruz Staffing and access to the information they contain is restricted. Generally, only members of management of Santa Cruz Staffing who have a legitimate reason to review information in a personnel file, are allowed to do so.

We are extremely concerned about the accuracy of information provided to individuals outside our company regarding current or former employees. Therefore, we will provide factual information for employment verifications only when accompanied by a signed authorization to release records form. Information may include: dates of employment, job titles, pay rates and eligibility for rehire. We do not provide character references as Santa Cruz Staffing does not directly supervise our employees.

INFORMATION CHANGES

It is your responsibility to promptly notify us of any changes in important information such as: name, address, telephone number and person(s) to be notified in case of an emergency. Other information such as changes in marital status or dependents need to be addressed as well as it may affect the number of exemptions claimed for income tax withholding purposed and/or benefits.

SECURITY INSPECTIONS

It is our policy to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the possession, transfer, sale, or use of such materials on Santa Cruz Staffing or any client's premises is strictly prohibited. We ask for the cooperation of all employees in administering this policy. Desks or other storage devices may be provided for the convenience of employees but will remain the sole property of Santa Cruz Staffing or that of our clients. Accordingly, they as well as any articles found within them, can be inspected by any agent or authorized representative of Santa Cruz Staffing or our clients at any time, either with or without prior notice.

CONDITIONAL OFFER OF EMPLOYMENT

Santa Cruz Staffing reserves the right to conduct a background check and/or drug screening once a conditional offer is made.

If an employee begins a position prior to meeting all requirements, the continuation of his/her employment is contingent upon the successful clearance of the employment screening process. If an employee does not pass Santa Cruz Staffing's requirements, we will rescind the job offer and reevaluate for future opportunities.

EMPLOYMENT REFERENCE CHECKS

Upon registering with Santa Cruz Staffing, we will conduct a reference check on your behalf. It is the employee's responsibility to provide supervisory references, preferably within the past two years, and notify those references that Santa Cruz Staffing will be in contact via email or phone.

BACKGROUND CHECKS

Upon being offered employment, Santa Cruz Staffing will conduct a background screening solely for employment-related purposes. The nature and scope of this investigation will include a number of sources including, but not limited to, consumer credit, criminal convictions, motor vehicle and other reports.

Santa Cruz Staffing will perform an individualized assessment for all reports with negative marks and, if warranted, we will provide a written statement within five (5) business days notifying the employee the reason for the disqualification from the position. The employee then has five (5) business days after the receipt of the disqualification letter to respond with evidence challenging the accuracy of the conviction record, or evidence of rehabilitation or mitigating circumstances or both. If the employee timely notifies Santa Cruz Staffing in writing that he or she is disputing the conviction history and is taking steps to obtain evidence to support this, we will provide five (5) additional business days to respond to the notice.

If after further review of the background circumstances and Santa Cruz Staffing ultimately decides to deny the employee based on the conviction history, we will notify the employee of this in writing and include notification of any existing procedure Santa Cruz Staffing has to challenge the decision, as well as notification of the applicant's right to file a complaint with the Department of Fair Employment and Housing.

DRUG TESTING

Upon being offered employment, Santa Cruz Staffing may request our employee to take a drug test depending on position requirements.

EMPLOYEE CONDUCT AND WORK RULES

CODE OF CONDUCT

To assure orderly operations and provide the best possible work environment, we expect all employees to follow the rules of conduct listed below. These rules will protect the interests and safety of yourself, your co-workers, clients and Santa Cruz Staffing. It is, of course, not feasible to list all the forms of behavior that are considered unacceptable in the workplace. Accordingly, conduct that is unacceptable in Santa Cruz Staffing's opinion, whether specifically listed below or not, may result in corrective action up to and including termination:

- Theft or inappropriate removal or possession of Santa Cruz Staffing or client property
- Falsification of employment records, employment information, timekeeping records or other Company or client records
- 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 employer-owned or client-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage or destruction of company-owned or client-owned property
- Insubordination or other disrespectful conduct
- Using abusive language at any time when on Company or client premises or while performing work
- Violation of safety or health rules
- Sexual or other unlawful harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized absence from work station during the workday
- Failure to provide physician or medical certification when requested or required to do so
- Sleeping or malingering while on-duty
- Unauthorized use of telephones, fax machines, mail system, copiers, computers, or other company-owned equipment, time, materials or facilities.
- Making or accepting excessive personal calls during working hours, except in cases of emergency or extreme circumstances
- Working overtime without authorization or refusing to work assigned overtime
- Unauthorized disclosure of business "secrets" or confidential information
- Committing a fraudulent act or a breach of trust under any circumstances
- Violation of personnel policies or unsatisfactory performance or conduct
- Engaging in criminal conduct whether or not related to job performance.

ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment and good client relations, Santa Cruz Staffing expects all employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on working operations. In the event that you become aware of an anticipated tardiness or absence, please notify: 1 – your supervisor, 2 - your assigned recruiter and 3 – our Staffing Coordinator as soon as possible, and no later than one hour prior to the beginning of your scheduled shift.

Excessive absenteeism (excused or not) may result in counseling or corrective action up to and including termination of employment. Each situation of excessive absenteeism or tardiness shall be evaluated on a case-by-case basis. However, even one unexcused absence may be considered excessive, depending on the circumstances. Employees who fail to report for work without any notification to management will be considered to have abandoned his/her employment and have voluntarily resigned.

PERSONAL APPEARANCE

Work attire, grooming standards, tattoos and body piercings should complement an environment that reflects an efficient and orderly operated business. Acceptable attire will depend greatly on your position.

Extreme styles that are distracting and do not conform to acceptable dress codes are not permitted. Some examples of attire that we do not consider appropriate are shorts, flip-flops and overly casual T-shirts (those with large printed areas).

We expect that you will use appropriate discretion regarding your attire. You are to dress in good taste and in accordance with the requirements of your position. If you have questions or need guidance about dress and appearance standards, please speak with your assigned recruiter.

USE OF EQUIPMENT

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using Company or client property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify your onsite client supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs can prevent deterioration of equipment and possible injury to employees or others. Your onsite client supervisor can answer any questions about an employee’s responsibility for maintenance and care of equipment used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in corrective action, up to and including termination of employment.

COMPANY PROPERTY

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. All Company and client property, including desks, storage areas, work areas, lockers, file cabinets, computer systems / laptops, office / mobile telephones, keys, security fobs / badges, modems, facsimile machines, copy machines, and Company and client vehicles must be kept clean, neat and maintained in good working order. All Company and client property may be used only for business purposes. Employees who lose, misuse or misappropriate Company or client property may be personally liable for replacing or fixing the item and may be subject to corrective action, up to and including termination of employment. You must return all Company or client property immediately upon request or upon separation of employment. Santa Cruz Staffing may take all action deemed appropriate to recover or protect its property.

CONFIDENTIALITY

The protection of confidential business information and trade secrets is vital to our success and the success of our clients. Such confidential information includes, but is not limited to, the following examples.

- Personal Information
- Compensation Data
- Client Transaction information
- Client Lists
- Financial Information
- Marketing Strategies
- Vendor Lists & Information (i.e.: price sheets)
- Sales Plans and Sales History
- Trade and Product Names
- Client Preference Data

Any employee who discloses trade secrets or confidential business information will be subject to corrective action, up to and including possible termination of employment even if he or she does not actually benefit from the disclosed information.

SMOKING

For health, safety, and business considerations, employees are discouraged from smoking. Secondhand smoke can be harmful to nonsmokers as well as smokers. Smoking is not permitted in Company or client buildings.

DRUG AND ALCOHOL USE

Santa Cruz Staffing is committed to providing a drug-free, healthful, and safe workplace and workforce. To promote this goal, all employees are required to report to work fit to perform their jobs in a satisfactory manner. While on Company premises and while conducting business-related activities off Santa Cruz Staffing premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or engage in the unlawful manufacture, sale, purchase, distribution, dispensation, possession, or use of illegal drugs.

The legal use of prescribed drugs is permitted on the job only if it does not impair the employee’s ability to perform the essential functions of his/her job effectively and in a safe manner that does not endanger other individuals in the workplace.

INFORMATION/COMMUNICATION SYSTEMS

Monitoring & Access of Santa Cruz Staffing Systems – Santa Cruz Staffing’s and client computer, phone, and other electronic systems are important assets and have been installed to facilitate business communications. Although employees may be able to use codes to restrict access to information left on the systems, it must be remembered that these systems are intended for business use and are the property of Santa Cruz Staffing and Santa Cruz Staffing clients. In keeping with this intention, we and our clients maintain the ability to access and monitor any information on the systems. Because we reserve the right to obtain access to all voicemail and computer files including e-mail messages sent/ received and internet sites visited, employees should not assume that such information is confidential or that access by Santa Cruz Staffing or its clients or designated representatives will not occur. Access to these systems may be conducted before, during, or after working hours, and in the presence or absence of the employee.

Employees are asked to always receive prior authorization before changing any access codes that may be available. In addition, employees are prohibited from unauthorized use of address codes of other employees to gain access to voicemail or computer network systems.

Computer, Email, Internet, & Voicemail Use - some employees are provided access to Santa Cruz Staffing’s and their client’s information and communication systems for business reasons. No one is allowed to access or send pornographic, offensive, or discriminatory material via Company or client systems.

At Santa Cruz Staffing, we strive to maintain a work environment that is friendly and relaxed yet highly professional. The use of an e-mail and voicemail system can sometimes lead to inappropriate business demeanor and inappropriate casual communication. Please make sure that conversations and electronic communications are appropriate in a work setting and do not cross the line into areas that could offend anyone. Of course, employees are not allowed to use Santa Cruz Staffing’s or client’s information systems in any way that may be disruptive or offensive to others including the transmission of anything that may be construed as harassment or disparaging of others. Inappropriate use of Santa Cruz Staffing’s or client’s information systems will result in corrective action up to and including termination.

Telephone Use – Incoming phone calls are an important and essential part of our business and that of our clients. If your job requires you to answer the phone, remember that the caller’s entire impression of Santa Cruz Staffing or the client will be based on how you sound. Be courteous and friendly and whenever possible, refer to the caller by name.

Personal phone calls placed or received should be kept to a minimum to ensure that phone lines are available for customers. Necessary phone calls should be made during breaks or meal periods whenever possible. If it is necessary to make a personal, long distance telephone call, please keep them to a minimum and charge any toll calls to a personal calling card. Messages of an emergency nature will be delivered promptly, and our telephones are always available for use on an emergency basis.

Personal Cell Phones - The use of personal cellular phones can be a problem while working. The use of these devices are distracting and can portray a negative image to any individual (management, coworkers, clients, vendors and guests) who may see employees using such devices while at work. You are asked to not use such devices while working and are encouraged to instead provide Santa Cruz Staffing’s or the client’s main phone number to be used in emergencies.

Mail & Postage Use - Please do not have any personal mail sent to Santa Cruz Staffing or client’s addresses. The use of Company-paid postage for personal mail is not permitted.

PROBLEM SOLVING

In any workplace, there are bound to be problems that arise in the course of employment. It is important to note that discussing or “*complaining*” about such issues with your coworkers will not lead to a solution and may even escalate the problem.

Such problems may concern working conditions, the interpretation or application of policies and procedures or any other matter related to your employment. Efforts will be made to provide you with the opportunity to raise concerns or problems in confidence.

All employees, including those employees involuntarily terminated, have access to the problem-solving procedures. We want to encourage employees to address and attempt to resolve problems as quickly as possible. There are two main steps in the problem-solving procedure and most problems are resolved at one of these steps:

- Informally discuss problems or complaints with Santa Cruz Staffing with a serious attempt to resolve the situation at that level. If after discussion, the problem or complaint is not resolved, and you wish for further review, submit a formal complaint notice via the Assignment Complaint form on our website, located under the ‘For Employees’ tab.
- In the event that the problem is not resolved through this problem-solving process, the Director of Santa Cruz Staffing will make a decision. This decision will be binding and final.

Under no circumstances should a problem or complaint be discussed with a guest, visitor, vendor or any other non-employee. In the event that the problem or complaint involves one of the above, your assigned recruiter should be immediately advised.

The problem-solving procedure outlined above is intended to encourage open communication and improve working conditions. However, the procedure outlined above does not alter the at-will nature of your employment with Santa Cruz Staffing and either you or Santa Cruz Staffing can terminate the employment relationship at any time without using or completing Santa Cruz Staffing's problem-solving procedure.

We are committed to engaging our employees in ongoing, meaningful dialog regarding all matters of employment. We anticipate that our employees will bring their issues and concerns to us before discussing such matters with agents outside of Santa Cruz Staffing. Please note, all communication will be kept confidential.

Santa Cruz Staffing encourages all problems to be handled according to the above policy but recognizes there may be times when the employee is not comfortable talking with his or her assigned recruiter. If at any time you feel uncomfortable discussing a situation with your assigned recruiter, please address our Staffing Coordinator who will contact the appropriate personnel

HEALTH AND SAFETY

Santa Cruz Staffing is committed to providing a work environment that is safe and healthful. We have established an illness and injury prevention program (IIPP) to support our safety efforts by identifying and correcting workplace safety issues and educating our employees.

WORKPLACE VIOLENCE

Santa Cruz Staffing is committed to providing a safe, violence-free workplace and strictly prohibits employees, members, visitors, clients or anyone else on Santa Cruz Staffing premises or engaging in Company-related activity from behaving in a violent or threatening manner. As part of this policy, Santa Cruz Staffing seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring.

Santa Cruz Staffing's policy provides "zero tolerance" for actual or threatened violence against co-workers, visitors, clients or any other persons on Santa Cruz Staffing premises or attending Santa Cruz Staffing business-related activities. Employees are required to report to Santa Cruz Staffing any incident involving a threat of violence, act of violence or any violation of this policy immediately.

Workplace violence includes:

- Threats of any kind (including those that are meant as "humorous" or a "joke")
- Threatening or violent behavior such as intimidation of or attempts to instill fear in others
- Other behavior that suggests a propensity toward violence. This can include belligerent speech, excessive arguing or swearing, theft or sabotage of Santa Cruz Staffing or client property or a demonstrated pattern of refusal to follow Santa Cruz Staffing or client policies and procedures
- Defacing Santa Cruz Staffing or client property or effecting physical damage to facilities
- Bringing weapons or firearms of any kind on Company or client premises, in Company or client parking lots or while conducting Company business

If any employee observes or becomes aware of such actions or behavior by another employee, member, visitor, client or anyone else, they are required to notify Santa Cruz Staffing immediately and/or call the Police or 911 as appropriate. Further, an employee should notify Santa Cruz Staffing if any restraining order is in effect or if a potentially violent non-work-related situation exists which could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, Santa Cruz Staffing will inform the reporting individual of the results of the investigation. To the extent possible, Santa Cruz Staffing will maintain the confidentiality of the reporting employee and of the investigation but may need to disclose results in appropriate circumstances to protect individual safety. Santa Cruz Staffing will not tolerate retaliation against of any employee who reports workplace violence.

If Santa Cruz Staffing determines that workplace violence has occurred, Santa Cruz Staffing will take appropriate corrective action. The appropriate corrective action will depend on the pertinent facts but may include written or oral warnings, probation, re-assignment of responsibilities, suspension or termination. If the violent behavior is that of a non-employee, Santa Cruz Staffing will take appropriate corrective action in an attempt to ensure that such behaviors are not repeated.

SAFETY RULES

Santa Cruz Staffing is concerned with the health and safety of every employee and client. **SAFETY IS EVERYONE'S RESPONSIBILITY!** All employees are required to be alert to potential hazards, be well informed about specific safety requirements of their job and to adhere to established Safety Rules.

For our safety program to be successful, every employee must participate and comply fully with the standards and practices of Santa Cruz Staffing to promote safety in the workplace. These guidelines are based on the experiences and suggestions of past and current employees from many industries. They can be used at work, home or at any time they can be of benefit.

Safety Standards and Guidelines:

- Whether anyone is hurt or not, immediately report all accidents to management. In case of injury, seek first aid at once – please see our *Worker's Compensation* policy
- A good worker is a safe worker - Be sure to know the safe way to perform any job given to you. If you have any doubt about the safety of a practice or procedure, speak with management
- Horseplay and practical jokes are dangerous and against the rules at Santa Cruz Staffing and our clients
- Lift properly - Keep your back straight then squat down at the knees to reach the object being lifted. Do not twist your body when lifting. If it is necessary to turn, shift your feet. Do not attempt to lift heavy objects alone
- Prevent slips and falls - Watch for spills or loose objects on floors. Clean up spills and pick up debris immediately
- Electrical cords are hazards - Do not allow cords to extend across doorways, aisles, or other walkways. When removing plugs from receptacles, grasp the plugs, not the cords
- Use special safety equipment wherever provided...do not take a chance "just this once". That is usually when an accident happens

If injuries occur on the job, no matter how slight, report them immediately to Santa Cruz Staffing and your onsite client supervisor. If you see unsafe conditions on any Company or client site, please report them immediately to management so they can be corrected. Employees who report unsafe work conditions or practices may do so without fear of reprisal.

Procedures for accidents involving Santa Cruz Staffing employees while at work:

Life Threatening Emergencies

Step 1: Contact emergency services

Step 2: Call Santa Cruz Staffing immediately

During Office Hours (8:30am – 4:30pm): (831) 423-8888

After Office Hours: Gretchen Martinez – (831) 229-0124

Non-Life-Threatening Accidents

Step 1: Contact Santa Cruz Staffing immediately

Step 2: Santa Cruz Staffing will arrange for the employee to obtain necessary medical treatment and talk about next steps

SECURITY

As an employee of Santa Cruz Staffing, one of your primary responsibilities requires you to protect our clients, their property and the assets of Santa Cruz Staffing. This effort requires each employee's full dedication.

The following information provides several ideas about what you can do to assist in the security of our grounds and buildings. While no one expects you to be an expert in security, your own awareness and assistance will be a tremendous asset to this effort.

- If you notice anyone that appears to be acting suspiciously, report them to management immediately. Suspicious activity includes someone waiting or loitering in an area not designated for that purpose, i.e.: a client area, parking lot or other public or restricted areas.
- If you come upon an individual who looks surprised or nervous to see you, report them. Also, if you see a non-employee in an area designed for employees only, they should be reported.
- If you hear any loud or unusual noises, report them. This would include mechanical noises, alarms, loud yelling, etc.
- If you are ever confronted by a thief, don't try to be a hero! Give that person everything he/she wants. You and your safety are more important to us than anything the thief may get away with.

EMPLOYEE BENEFITS

WAGE REPLACEMENT INSURANCES

STATE DISABILITY INSURANCE (SDI) – EMPLOYEE'S OWN ILLNESS/INJURY:

To help provide compensation for employees who miss work due to a non-work-related accident or illness, the law requires that a small percentage of your wages be deducted each pay period for State Disability Insurance (SDI). Please refer to the leaves of absence policies that are outlined later in this handbook for procedures on requesting a leave of absence for this purpose (FMLA/CFRA).

PAID FAMILY LEAVE (PFL) – TO CARE FOR A FAMILY MEMBER:

To help provide compensation for time taken off to care for a new child or to care for a family member's (child, parent, spouse, domestic partner) serious health condition, the state requires that a small percentage of your wages be deducted each pay period for Paid Family Leave (PFL). Please refer to the leaves of absence policies that are outlined later in this handbook for procedures on requesting a leave of absence (FMLA/CFRA).

SOCIAL SECURITY INSURANCE:

As an employee of Santa Cruz Staffing, you are covered under the provisions of the Federal Social Security Law (FICA). Social Security benefits can provide you some retirement income. There is a deduction from your wages for social security taxes; this amount is matched by Santa Cruz Staffing. The total contribution by you and Santa Cruz Staffing is credited toward your Social Security benefits, which may be available at the time you are eligible to retire. In addition, disability and survivors' benefits are financed through Social Security deductions.

UNEMPLOYMENT INSURANCE:

If your employment separates with Santa Cruz Staffing, you may be eligible to receive Unemployment Insurance benefits. This insurance is fully paid by Santa Cruz Staffing and is administered by the State. In most cases, you must file a claim in order to collect this benefit. Benefits are generally available to employees who are out of work through no fault of their own (including a reduction in regular workweek). Eligibility of benefits is determined by the Employment Development Department.

WORKERS' COMPENSATION INSURANCE:

A comprehensive Workers' Compensation Insurance program is provided at no cost to you. This program covers any injury or illness sustained in the course of employment that requires medical, surgical or hospital treatment. Subject to applicable legal requirements, Workers' Compensation Insurance provides benefits after a short waiting period or, if you are hospitalized, immediately. Upon hire, all employees are provided a handout explaining their benefits. A copy of the handout is located on our website, www.santacruzstaffing.com, under the 'For Employees' tab.

Employees who sustain work-related injuries or illnesses must inform a supervisor IMMEDIATELY.

No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. You will be furnished an "Employee's Claim Form (DWC 1)" within one (1) business day of reporting the injury, which you must complete and return to Santa Cruz Staffing as soon as possible.

In the case of a one-time treatment of minor scratches, cuts, burns, splinters or other minor injuries, as long as there is no lost work time beyond the date of the injury, it will be treated as a first aid case. If additional care and treatment is needed, or time is lost from work after the date of the injury, the claim will no longer be considered a "first aid" claim but will be processed as a regular claim under Workers' Compensation Insurance.

If treatment is required, management will send (or arrange transportation if necessary) you to an approved medical provider. A written notice by the physician is required to authorize a return to work. Should the physician indicate physical limitations upon return to work, such limitations must be discussed with, and approved by, management. All employees should be aware that new anti-fraud laws state that any person who makes or causes to be made any knowingly false or fraudulent material statements or material representations for the purpose of obtaining or denying Workers' Compensation benefits or payments is guilty of a felony.

Neither Santa Cruz Staffing, a client of Santa Cruz Staffing nor the insurance carrier will be liable for the payment of Workers' Compensation benefits for injuries that occur during your voluntary participation in any off-duty recreational, social or athletic activity sponsored by Santa Cruz Staffing.



PAID SICK LEAVE

A California employee qualifies for paid sick leave by working for an employer for at least 30 days within a year and by satisfying a 90-day employment period (like an introductory period) before an employee can actually take any sick leave. You begin to accrue Paid Sick Leave on your first day of employment. If you have worked less than 90 days for Santa Cruz Staffing, you are not entitled to take paid sick leave.

Beginning the first day of employment, employees will earn at least one hour of paid leave for every 30 hours worked. You are granted up to 24 hours (three days) in one year. If your job ends and you get rehired with Santa Cruz Staffing within 12 months, you can reclaim those hours. Any remaining hours will not be "paid out" at any time. An employee is entitled to use (take) Paid Sick Leave only after meeting the qualifications for Paid Sick Leave and accruing enough paid sick leave time to use for one of the stated purposes of the law:

- Paid sick leave is granted to you for care of yourself or family member. This includes preventive care (annual physicals or flu shots), care of an existing health condition or for specified purposes such as if you are a victim of domestic violence, sexual assault or stalking
- Family members include the employee's parent, child, spouse, registered domestic partner, grandparent, grandchild and sibling
- For partial days, you must take at least two hours of leave

To request Paid Sick Leave, please fill out the Paid Sick Leave Request Form on our website, www.santacruzstaffing.com, found under the 'For Employees' tab. *Your check stub will provide you with the number of hours that you have accrued.* The form must be filled out and sent to Santa Cruz Staffing with your timecard. We will not process your Paid Sick Leave request without the accompanying timecard.

****PLEASE NOTE: REQUESTS MUST BE SUBMITTED WITHIN A WEEK OF THE DAY REQUESTED FOR PAID SICK LEAVE. ANY REQUEST SUBMITTED AFTER NOON ON MONDAY WILL BE PROCESSED THE FOLLOWING WEEK. ****

EMERGENCY PAID SICK LEAVE FOR COVID 19

Under the federal Emergency Paid Sick Leave Act, employees may be entitled to paid sick leave in certain situations related to the coronavirus disease of 2019 (COVID-19). The Emergency Paid Sick Leave Act takes effect on April 1, 2020, and expires on December 31, 2020.

Basic Leave Entitlement: Full-time employees are entitled to up to 80 hours of paid sick leave. Part-time employees are entitled to paid sick leave in the amount of the average number of hours they work over a two-week period.

Use of Paid Sick Leave: Employees are entitled to use the leave when they are unable to work (or telework) because of the following reasons:

- The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19 or is caring for an individual who is subject to such an order.
- The employee has been advised by a healthcare provider to self-quarantine due to concerns related to COVID-19 or is caring for an individual who has been advised to self-quarantine.
- The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- The employee is caring for a son or daughter if their school or place of care has been closed, or their childcare provider is unavailable, due to COVID-19 precautions.
- The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

Note: Employees won't be required to use other paid leave provided by Santa Cruz Staffing before they use paid sick leave available under the Emergency Paid Sick Leave Act. Additionally, employees won't be required to find a replacement to cover their hours during time off.

Pay During Leave: During the sick leave provided by this policy, employees will generally be paid their regular rate of pay or the applicable minimum wage, whichever is higher, up to a maximum of \$511 per day (and a total of \$5,110). However, leave to care for an individual on quarantine/isolation/self-quarantine or a child whose school or daycare is closed or childcare provider unavailable will be compensated at 2/3 of the employee's regular rate of pay, up to a maximum of \$200 per day (and a total of \$2,000).

Employee Notice: After the first workday (or portion thereof) an employee receives paid sick time under this policy, the employee must generally follow Santa Cruz Staffing's regular procedures for providing notice of an absence and fill out the Employee Paid Sick Leave Request form located on the Resource page of the Santa Cruz Staffing website.

Job Restoration: Upon expiration of the leave under this policy, employees will generally be reinstated to their position with equivalent seniority, benefits, pay and other terms and conditions of employment if possible. Due to the nature of temporary staffing assignments, reinstatement may not be possible.

Retaliation Prohibited: Santa Cruz Staffing will not take adverse action against an employee for exercising their rights



under the law.

MEDICAL INSURANCE

As per the ACA (Affordable Care Act), Santa Cruz Staffing is offering medical only (no dental/vision) health insurance coverage to all eligible employees (additional premium owed for dependents). The criteria for eligibility to participate in health coverage through Santa Cruz Staffing is as follows:

- * Employed with Santa Cruz Staffing for over 60 days and
- * Averaging 30+ hours worked, per week

The health insurance program is a month-to-month contract through United Healthcare. Once you are enrolled in our health insurance program, you are responsible for the premium amount for the entire month (premiums deducted weekly). Should your assignment end prior to the end of the month, you will be required to pay the remaining balance in full. This balance will be paid via your last paycheck or, if a balance still remains, we will require a check or Money Order to bring your balance up to date within 3 days of your termination date. If you choose to elect coverage for your dependent(s), you are responsible for the full monthly cost of the dependent(s) (cost is evaluated based on dependent's age). Our Staffing Coordinator will provide all information necessary upon eligibility.

Upon termination of health coverage, you will be notified by United Healthcare regarding your COBRA benefits. Please call Santa Cruz Staffing's Benefits Coordinator with any questions.

LEAVES OF ABSENCES

WORKERS' COMPENSATION DISABILITY LEAVE:

Santa Cruz Staffing will grant Workers' Compensation disability leave in accordance with state law if you incur an occupational illness or injury. As an alternative, Santa Cruz Staffing may offer you modified work in accordance with state and federal law.

Upon submission of a medical certification that you are unable to return to work, you will be reinstated in accordance with applicable law. Should the physician indicate physical limitations upon return to work, such limitations must be discussed with and approved by management. We are committed to engaging our employees in ongoing, meaningful dialog regarding modifications at work. We anticipate that our employees will bring their issues and concerns to us before discussing such matters with agents outside of Santa Cruz Staffing.

FAMILY AND MEDICAL LEAVE ACT (FMLA) & CALIFORNIA FAMILY RIGHTS ACT (CFRA):

The federal Family Medical Leave Act (FMLA) and the state California Family Rights Act (CFRA) are in most instances essentially the same and run concurrently (FMLA/CFRA). The exception is in the case of pregnancy; Under CFRA, an employee's right to bond with her newborn baby is separate and distinct from her right to take leave due to pregnancy disability (*see Pregnancy Disability Leave policy below*).

Eligible employees are those who have been employed by Santa Cruz Staffing for at least 12 months (not necessarily consecutive) and who have worked at least 1,250 hours during the 12 months immediately prior to the family care or medical leave of absence. If you are not eligible for FMLA/CFRA, you may be eligible for other leaves of absences described in this handbook.

Eligible employees may request a FMLA/CFRA leave of up to 12 weeks per year for the following scenarios:

- Bonding with a newborn, adopted child or child placed for foster care
- Caring for a family member with a serious health condition (child, parent, spouse or domestic partner)
- The employee's own serious health condition
- A qualifying exigency relating to a close family member's military service (FMLA only)
 - Eligible employees can get up to 26 weeks per 12-month period to care for an ill or injured service member

Employees must request a FMLA/CFRA leave in writing at least 30 days before the leave begins. If the need for the leave is not foreseeable, the employee must request the leave in writing as far in advance as possible. Failure to comply with this requirement may result in a delay of the start of the leave. All such leaves will be administered in accordance with applicable federal and state laws. If you have any questions concerning family care or medical leaves of absence, please contact Santa Cruz Staffing.

PUBLIC HEALTH EMERGENCY LEAVE FOR COVID 19

Under the Emergency Family and Medical Leave Expansion Act, employees may be entitled to public health emergency leave (PHEL). The Emergency Family and Medical Leave Expansion Act takes effect on April 1, 2020, and expires on December 31, 2020.



Employee Eligibility: To be eligible for PHEL, an employee must have worked for Santa Cruz Staffing for at least 30 calendar days before the leave.

Use of PHEL: Eligible employees may use up to 12 weeks of job-protected leave to care for their child under 18 years of age if their school or place of care has been closed, or their childcare provider is unavailable, due to a public health emergency.

Pay During Leave: The first 10 days of PHEL may be unpaid, but the employee may elect to substitute any accrued paid leave, including emergency paid sick leave, during this period. Employees will be paid for PHEL after the first 10 days, at a rate of at least two-thirds their regular rate of pay, up to a maximum of \$200 per day.

Protection of Group Health Insurance Benefits: During leave under this policy, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

Employee Notice: After the first workday (or portion thereof) an employee receives paid sick time under this policy, the employee must generally follow Santa Cruz Staffing's regular procedures for providing notice of an absence and fill out the PHEL Request form located on the Resource page of the Santa Cruz Staffing website.

Job Restoration: At the end of PHEL leave, employees are generally entitled to return to the same or equivalent position they had when the leave began.

Notice of Eligibility for, and Designation of, Leave: Employees requesting leave are entitled to receive written notice from Santa Cruz Staffing telling them whether they are eligible for PHEL and, if not eligible, the reasons why they are not eligible. When eligible for leave, employees are entitled to receive written notice of (1) their rights and responsibilities in connection with such leave; (2) the Santa Cruz Staffing's designation of leave as PHEL-qualifying or non-qualifying, if not PHEL-qualifying, the reasons why; and (3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

Retaliation Prohibited: Santa Cruz Staffing will not take adverse action against an employee for exercising their rights under the law.

PREGNANCY DISABILITY LEAVE (PDL):

If you are disabled by pregnancy, childbirth or related medical conditions, Santa Cruz Staffing provides and grants all pregnant employees, regardless of length of service, the right to take an unpaid Pregnancy Disability Leave (PDL) after a medical care provider has determined the employee is actually disabled by pregnancy or a related medical condition. Employees are entitled to take California's Pregnancy Disability Leave (PDL) of up to **four** months, dependent upon actual periods of disability.

According to state regulations, PDL runs concurrently with FMLA, but cannot run concurrently with CFRA. Thus, in the case of pregnancy, a woman is entitled up to four months of PDL, which will run at the same time for 12 weeks of FMLA, and then is entitled to 12 weeks to bond with her newborn under CFRA entitlement, after she is released from disability. The basic minimum duration of the CFRA leave for the purpose of bonding is two weeks and must be completed within one year of the birth of the child.

For planning purposes, it may be helpful for you to know that the typical period of disability for pregnancy and related medical conditions is often six to eight weeks – please discuss with your healthcare provider the anticipated period of disability for your pregnancy. Such leave requests will be made and evaluated in accordance with all applicable federal and state laws. If you are also eligible for Family and Medical Leave, the two leaves will be integrated.

In instances of other than medical emergencies, management anticipates receiving thirty (30) days' notice in advance of the date the leave is to begin and the estimated date upon which the employee will return to work.

Upon completion of the leave, a written notice by the health care provider is required to authorize a return to work. Should the health care provider indicate physical limitations upon return to work, such limitations must be discussed with and approved by management. We are committed to engaging our employees in ongoing, meaningful dialog regarding modifications at work.

BABY BONDING LEAVE (BBL) / NEW PARENT LEAVE:

An eligible employee can take up to 12 weeks of unpaid, job-protected leave (dependent on Client's needs) to bond with a newborn or a child placed with the employee for adoption or foster care - assuming the employee meets eligibility requirements. Leave must be taken within one year of the child's birth, adoption or foster-care placement.

Baby Bonding Leave / New Parent Leave is in addition to any time off under California's pregnancy disability leave law.

Please note: Family and medical leave, parental leave and pregnancy disability leave are generally unpaid, though employees have certain rights to substitute accrued paid sick leave for the otherwise unpaid time. Employees who are enrolled in Santa Cruz Staffing's health insurance benefits are entitled to continue receiving this benefit during their family medical leave as long as the insurance premiums stay current



CRIME VICTIMS LEAVE:

Santa Cruz Staffing will grant any unpaid time off for a victim** of a serious or violent felony to attend judicial proceedings related to the crime without fear of reprisal. Please provide Santa Cruz Staffing with as much notice as possible.

**Crime victim applies to an employee who is a victim, the immediate family member of a victim, the registered domestic partner of a victim or the child of a registered domestic partner of a victim.

LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING:

All employees of Santa Cruz Staffing have the right to seek medical attention for injuries caused by domestic violence or sexual assault, to obtain services from a domestic violence shelter, program or rape crisis center, to obtain psychological counseling or to participate in safety planning or other actions as a result of domestic violence or sexual assault without the fear of reprisal. Due to the nature of our business, Santa Cruz Staffing does not guarantee the exact position upon return, but we will do everything we can to place you in a comparable position. Please provide Santa Cruz Staffing with as much notice as possible.

JURY DUTY and COURT ATTENDANCE LEAVE:

Santa Cruz Staffing understands and respects that jury duty is a civic responsibility of our employees. Upon receiving your jury summons, please speak with your supervisor to ensure that serving jury duty does not adversely impact our Client's business. Please contact Santa Cruz Staffing right away if you are having problems requesting that time off.

Santa Cruz Staffing will provide unpaid leave when an employee must serve on a jury and in no case will your employment be affected if you perform jury duty. If possible, your same job will be available upon your return (dependent on Client's needs).

If you report for jury duty and are dismissed, you will be expected to report for work for the remainder of each day on which this occurs. If you are told that you do not need to report to the court on any day of your jury duty stint, you are required to go to work.

VOTING LEAVE:

Santa Cruz Staffing allows our employees sufficient time off to vote. The time off must be either before the beginning of an employee's shift, after their shift ends or during lunch, unless otherwise agreed to by Santa Cruz Staffing and employee. Santa Cruz Staffing is only required to pay employees for up to two (2) hours of time off to vote only in situations where employees cannot make time to vote outside of working hours. Employees must give Santa Cruz Staffing at least three days' notice of their intention to take voting leave if they know or have reason to know the leave will be necessary.

BEREAVEMENT LEAVE:

Santa Cruz Staffing does not provide paid time off for employees who are in bereavement or to attend funerals, however we are extremely sympathetic to your needs and we will try to accommodate any unpaid time off. Please contact the Staffing Coordinator for time-off requests.

VOLUNTEER CIVIL SERVICE / EMERGENCY RESPONDER LEAVE:

Santa Cruz Staffing will provide unpaid time off to employees who are required to perform emergency duty as volunteer firefighters, reserve police officers or emergency rescue personnel. Employees who serve as volunteer firefighters will be granted to take up to 14 days of leave per calendar year for the purpose of engaging in fire or law enforcement training. Due to the nature of our business, Santa Cruz Staffing does not guarantee the exact position upon return, but we will do everything we can to place you in a comparable position. Please provide Santa Cruz Staffing with as much notice as possible.

CIVIL AIR PATROL LEAVE:

Santa Cruz Staffing will grant at least 10 days per calendar year of unpaid Civil Air Patrol Leave to an employee responding to an emergency operational mission of the California Wing of the Civil Air Patrol. Civil Air Patrol Leave for a single emergency operational mission cannot exceed a period of more than three days, unless an extension of time has been granted by the governmental entity that authorized the emergency operation mission and the extension of the leave is approved by Santa Cruz Staffing. Due to the nature of our business, Santa Cruz Staffing does not guarantee the exact position upon return, but we will do everything we can to place you in a comparable position. Please provide Santa Cruz Staffing with as much notice as possible.

MILITARY SPOUSE LEAVE:

Under FMLA, Santa Cruz Staffing grants eligible employees an unpaid leave of absence, of up to 10 days, to spouses and registered domestic partners of military personnel who work 20 hours or more per week. To be eligible for this



leave, the employee's spouse must be a member of the Armed Forces of the United States (including National Guard or Reserves) on leave from deployment during a period of military conflict in an area designated as a combat theater or combat zone.

Within two business days of receiving official notice that the spouse will be on leave, please submit a notice of intent to take this leave to Santa Cruz Staffing. The employee must also submit a copy of the orders for his/her spouse certifying that the spouse will be on leave from deployment during the time of the employee's leave.

Congress recently amended the FMLA in an effort to protect the families of our Armed Service men and women. The new provisions of the FMLA, included in the National Defense Authorization Act (NDAA), allow Santa Cruz Staffing to provide up to 26 weeks of unpaid leave to the spouse/domestic partner, son, daughter, parent, or next of kin to care for a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

Due to the nature of our business, Santa Cruz Staffing does not guarantee the exact position upon return, but we will do everything we can to place you in a comparable position.

MILITARY & RESERVE DUTY LEAVE:

Any employee of Santa Cruz Staffing who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Militia shall be entitled to an unpaid leave of absence while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises or like activity as such member, providing that the period of ordered duty does not exceed 17 calendar days annually including time involved in going to and returning from such duty. Please provide Santa Cruz Staffing with as much notice as possible.

Due to the nature of our business, Santa Cruz Staffing does not guarantee the exact position upon return, but we will do everything we can to place you in a comparable position.

COMPENSATION

REST AND MEAL PERIODS

(Non-exempt positions)

Employers are required to provide one ten-minute rest period during each four-hour work period, or major fraction thereof. Rest periods are not provided if the total daily work schedule is less than 3 ½ hours. Rest periods may not be combined or added to meal periods. Employees are not required to clock in and out for rest periods but since this time is counted and paid as time worked, you must not be absent from your workstation beyond the allotted time.

Employees in non-exempt positions who are scheduled for shifts more than six hours will be provided with one unpaid meal period of at least 30 minutes in length. Employee's working over 12 hours must take an additional 30-minute unpaid meal break. Employees are required to clock in and out for meal periods. You are **required** to take your unpaid meal period, within the first 5 hours of your shift, and rest breaks as per the policy above and it is strongly recommended to take your rest/meal breaks away from your desk and away from all work-related business.

Example of an 8-hour workday schedule:

8:00 – 10:00	On Duty
10:00 – 10:10	Break
10:10 – 12:00	On Duty
12:00 – 12:30	Lunch
12:30 – 2:30	On Duty
2:30 – 2:40	Break
2:40 – 4:30	On Duty

ON DUTY LUNCH

If an employee works over six hours without a proper meal break within the first six hours, you must immediately contact Santa Cruz Staffing if you missed a required paid or unpaid break. Failure to do so could be grounds for a verbal or written warning or even termination.



TIMEKEEPING

(Non-exempt positions)

Accurately recording time worked is the responsibility of every non-exempt employee. Federal and state laws require Santa Cruz Staffing to keep an accurate record of time worked to calculate pay and benefits. Time worked is all the time spent on the job performing assigned duties. Please accurately record the time work begins and ends, as well as the beginning and ending time of each meal period. Also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always have prior approval. Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in corrective action up

to and including termination of employment.

It is each employee's responsibility to sign the time record to certify the accuracy of all time recorded. In addition, if corrections or modifications are made to the time record, both the employee and management must verify the accuracy of the changes by initialing the time record. Please see your onsite supervisor for any client timekeeping requirements.

Santa Cruz Staffing uses the following table when calculating hours worked and meal breaks (hours are rounded to the nearest ¼ hour or 15-minute increment):

Minute Rounding Table		For daily hours: Round to	Decimal Conversion:
0:00 – 0:07	↻	0:00	0.00
0:08 – 0:22	↻	0:15	0.25
0:23 – 0:37	↻	0:30	0.50
0:38 – 0:52	↻	0:45	0.75
0:53 – 0:07	↻	0:00	1.00

You should not start work more than seven minutes prior to your scheduled starting time or work more than seven minutes after your scheduled stop time unless authorized by your onsite supervisor.

More examples:
 7:35 ↻ 7:30
 4:55 ↻ 5:00
 10:13 ↻ 10:15
 4:40 ↻ 4:45
 2:07 ↻ 2:00

**** Timecards are due no later than 12:00 pm every Monday - NO EXCEPTIONS ****

OVERTIME

(Non-exempt positions)

When operating requirements or other needs cannot be met during regular working hours, employees in non-exempt positions will be assigned or given the opportunity to volunteer for overtime work assignments. All overtime work must receive onsite management's prior authorization.

As required by law, overtime pay is based on actual hours worked. Failure to work scheduled overtime or work overtime without prior authorization (written or verbal) from onsite management may result in corrective action up to and including termination of employment.

Overtime is paid to employees in non-exempt positions according to state and federal regulations, which are subject to change. The current overtime rate is posted and can be requested from your assigned recruiter. Currently, overtime is computed as outlined below:

Daily	Weekly	7th Consecutive Day
Up to 8 hours - straight time	Up to 40 hours - straight time	First 8 hours - time and one-half
Over 8 hours - time & one-half	Over 40 hours - time & one-half	Excess of 8 hours - double time
Over 12 hours - double time		

A work week begins at 12:00 a.m. on Monday and ends six consecutive days later at 11:59 pm on Sunday



PAYDAYS

All employees are paid every week on Friday. Each paycheck will include earnings for all work performed through the end of the previous pay period. Pay periods begin 12:00 am on Monday and ends 11:59 pm on Sunday. If a payday falls on a holiday that Santa Cruz Staffing is closed, the workday after the holiday will generally be the payday.

PAY DEDUCTIONS

Santa Cruz Staffing is required by law to make certain deductions from your paycheck. Among these are applicable federal and state taxes, court-mandated wage garnishments as well as health insurance premiums (when applicable). We are also required to deduct Social Security taxes up to a specified limit. Santa Cruz Staffing matches the amount of Social Security taxes paid by each of our employees. If you have questions concerning why deductions were made from your paycheck or how they were calculated, management can assist in having your questions answered.

CORRECTIONS TO PAYCHECKS

Santa Cruz Staffing makes every effort to provide accurate paychecks on the posted pay days. If there is an error in a paycheck, whether in hours paid, rate of pay, deductions taken or not taken or any other discrepancy, the employee must bring it to the attention of Santa Cruz Staffing immediately for review and/or correction. Failure to report the discrepancy may result in a delay of payment due. If a payroll check is returned due to incorrect address information that was given, a check cancellation fee may be charged.

MAILED CHECKS

At our employee's request, we will mail live checks to the mailing address we have on file. Please note, Santa Cruz Staffing is not responsible for any lost or stolen checks. We encourage our employees to enroll in direct deposit to prevent any delay in receiving your mailed paycheck. Please contact our Staffing Coordinator for more information.

VACATION PAY / PAID TIME OFF (PTO)

Santa Cruz Staffing does not provide employees with vacation benefits, either paid or unpaid.

HOLIDAY PAY

Santa Cruz Staffing does not provide employees holiday pay, unless authorized by our Client.



ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

Effective July 2018

This is to acknowledge that I am aware I can access the *Santa Cruz Staffing Temporary Employee Handbook* on our website, www.santacruzstaffing.com, under the 'For Employees' tab, and understand that it contains important information on many of Santa Cruz Staffing's general personnel policies and on my privileges and obligations as an employee. The policies contained in this Employee Handbook dated July 2018 apply to all employees and supersede and replace all previously communicated policies both in written and verbal form. I acknowledge that I am expected to read, understand, and adhere to these policies and will familiarize myself with the material in the handbook. Additionally, I agree to abide by any new or revised policy. I have been given an opportunity to ask questions about policies I do not understand.

I understand that I am governed by the contents of the handbook and that other than the policy of at-will employment, Santa Cruz Staffing may change, rescind or add to any policies, benefits or practices described in the handbook from time to time in its sole and absolute discretion with or without prior notice. Santa Cruz Staffing will advise employees of material changes within a reasonable time. I also understand that, because Santa Cruz Staffing cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of Santa Cruz Staffing's policies or procedures, I should contact Santa Cruz Staffing. In addition, I commit to engaging in an ongoing, meaningful dialog with Santa Cruz Staffing regarding all matters of employment before discussing such matters with agents outside of Santa Cruz Staffing.

I further acknowledge and agree that employment with Santa Cruz Staffing is at-will and may be terminated by either Santa Cruz Staffing or me at any time without cause or notice. Additionally, other terms and conditions of employment such as compensation, benefits, title, duties and corrective action may be modified at the discretion of Santa Cruz Staffing. This Acknowledgment supersedes all prior or contemporaneous oral or written statements to the contrary. The terms of this Acknowledgment may not be modified or superseded except by a written agreement signed by me and Santa Cruz Staffing with a statement that it is a modification to this Acknowledgment and at-will employment.

I understand it is my responsibility to read, understand, and comply with the provisions contained in Santa Cruz Staffing Employee Handbook. If I am unable to understand any part of the handbook, I will arrange to have it translated or explained to me. I further understand that if I am unable to arrange such help, I will immediately notify Santa Cruz Staffing who will make arrangements for needed assistance.

Employee Signature

Date

Print or Type Name