



**EMPLOYMENT HANDBOOK**  
**FOR**  
**ASSIGNEES**

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# INTRODUCTION

## About the Employee Handbook

### *Welcome to Emerald Staffing, Inc. (Emerald)*

THIS HANDBOOK IS DESIGNED TO ACQUAINT YOU WITH OUR ORGANIZATION AND PROVIDE YOU WITH INFORMATION ABOUT WORKING HERE. THE HANDBOOK IS NOT ALL INCLUSIVE, BUT IS INTENDED TO PROVIDE YOU WITH A SUMMARY OF SOME OF THE ORGANIZATION'S GUIDELINES. THIS EDITION REPLACES ALL PREVIOUSLY ISSUED EDITIONS.

THE LANGUAGE USED IN THIS HANDBOOK IS NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESSED OR IMPLIED. EMPLOYEES HAVE THE RIGHT TO END THEIR WORK RELATIONSHIP WITH THE ORGANIZATION AT ANY TIME, WITH OR WITHOUT NOTICE, FOR ANY REASON OR FOR NO REASON. THE ORGANIZATION HAS THE SAME RIGHT.

NO EMPLOYMENT HANDBOOK CAN ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. AFTER READING THIS MANUAL, IF YOU HAVE ANY QUESTIONS, PLEASE ASK YOUR STAFFING CONSULTANT. FROM TIME TO TIME, THE INFORMATION INCLUDED IN OUR MANUAL MAY CHANGE. EVERY EFFORT WILL BE MADE TO KEEP YOU INFORMED THROUGH SUITABLE LINES OF COMMUNICATION. ALSO, THE NEED MAY ARISE TO CHANGE THE GUIDELINES DESCRIBED TO YOU IN THIS HANDBOOK. THEREFORE, EMERALD RESERVES THE RIGHT TO INTERPRET OR CHANGE THEM WITHOUT PRIOR NOTICE.

### **From the President**

We're very happy to welcome you to Emerald. Thank you for joining us! **Founded in 1978**, The Emerald Group, Inc. was formed to provide companies with qualified applicants. We have provided candidates for local, national and international companies – from Fortune 500 to small business. Our background includes working with insurance companies, banking and financial institutions, accountants, attorneys, engineering companies, high tech and much more! Privately owned and operated, we have earned a reputation for professionalism, integrity, stability...and a wholehearted commitment to a "Perfect Match" of company and candidate. Compensation and personal satisfactions gained from doing a job well are only some of the reasons most people work. Most likely, many other factors count among your reasons for working – pleasant relationships and working conditions, as well as career development are just a few. The Emerald Group is committed to doing its part to assure you of a satisfying work experience. I extend to you my personal best wishes for your success and happiness at The Emerald Group.

Kindest,

*John Burton Jr.*

RECEIPT OF EMPLOYEE HANDBOOK  
ELECTRONIC MEDIA AGREEMENT  
PRE-EMPLOYMENT BACKGROUND CONSUMER REPORTS

**(Employee Handbook)** I acknowledge that I have been given a copy of the Employment Handbook for Assignees. I understand that the information provided is a guide only and that Emerald Staffing, (ESI) has the right to change this handbook or terminate any policies, procedures or employee benefits, whether or not described in this handbook, at any time. I understand that I must read this handbook, know its contents and adhere to ESI's policies and procedures.

**(Electronic Media)** I understand that this handbook is **not** a contract of employment, express or implied, between myself and ESI and that I should not view it as a guarantee of continued employment for a specific length of time – that my employment relationship is “at-will,” thereby allowing me or the company to sever the employment relationship at any time; with or without reason.

**(Consumer Reports)** I understand, that Emerald Staffing, Inc., as part of the hiring process may be required to obtain investigative consumer reports to include, reference checks, background checks, social security trace and in certain instances, credit checks. Emerald Staffing, Inc., uses a 3<sup>rd</sup> party, Asurint, P.O. Box 14730, Cleveland, OH 44114, 800-906-1674, [www.asurint.com](http://www.asurint.com) to process criminal background and consumer credit reports in accordance with The FCRA from the Federal Trade Commission and the newly created Consumer Financial Protection Bureau (CFPB). You will be advised ahead of any action if investigative consumer report research is required and will be entitled to a copy of such report upon request.

**Important Notice – Please Read Carefully**  
**Access to Employee Handbook**

Emerald Staffing, Inc. (ESI) offers our Employment Handbook for assignees and to our employees in the following manner.  
(Please check the statement that applies specifically to you).

**I DO** understand that Emerald Staffing, Inc. for the purpose of Employment communication will contact me via phone, phone messaging, text service, text messaging service, Facebook, LinkedIn and other social media services in order to communicate interview and employment matters. I also understand that Emerald Staffing, Inc., will be held harmless for any carrier charges that may arise from such communications. Security settings for all social medial specific to you, your friends, family and specific background are **your personal responsibility.**

**I DO** have access to a computer with Internet capability and understand that I may at any time download the Emerald Staffing Employment Handbook for assignees from the Internet.

- **Go to [www.emeraldstaffing.com](http://www.emeraldstaffing.com)**
- **On our Homepage: Go to “Resources” and Click on Employee Handbook**

**I DO NOT** have access to a computer with Internet capability and will require a printed copy of the Emerald Staffing Employment Handbook for assignees before leaving ESI's office today.

***I have read and understand all the above statements.***

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE TO EMPLOYEE:** This form will be placed in your personnel file

## **EMPLOYMENT**

*<All Employees>*

### **Equal Employment Opportunity**

Emerald has a long standing record of nondiscrimination in employment and opportunity because of race, color, religion, creed, national origin, disability, genetic information, marital status, veteran status, sex, sexual orientation, gender identity, gender expression, age, domestic partner status, application for workers' compensation benefits, opposition to health and safety hazards, or any other classification protected by law. The President has issued the following policy stating the Company's views in this matter:

#### **It is the policy of Emerald to:**

- Strictly follow personnel procedures that will ensure equal opportunity for all people without regard to race, color, religion, creed, national origin, disability, genetic information, marital status, veteran status, sex, sexual orientation, gender identity, gender expression, age, domestic partner status, application for workers' compensation benefits, opposition to health and safety hazards, or any other classification protected by law.
- Be continually alert to identify and correct any practices by individuals that are at variance with the intent of the Equal Employment Opportunity Policy and Oregon Workplace Fairness Act.

### **Workplace Accommodations Notice**

Emerald Staffing is an equal opportunity employer and does not discriminate on the basis of race, color, religion, creed, national origin, disability, genetic information, marital status, veteran status, sex, sexual orientation, gender identity, gender expression, age, domestic partner status, application for workers' compensation benefits, opposition to health and safety hazards, or any other classification protected by law.

Emerald Staffing will make reasonable accommodations for known physical or mental disabilities of an applicant or employee as well as known limitations related to pregnancy, childbirth or related medical condition, such as lactation, unless the accommodation would cause undue hardship. Among other possibilities, reasonable accommodations could include:

- Acquisition or modification of equipment or devices;
- More frequent or longer break periods or periodic rest;
- Assistance with manual labor; or
- Modification of work schedules or job assignments.

Employees and job applicants have a right to be free from unlawful discrimination and retaliation. For this reason, Emerald Staffing will not:

- Deny employment opportunities on the basis of a need for reasonable accommodation
- Deny reasonable accommodation for known limitations, unless the accommodation would cause an undue hardship.
- Take an adverse employment action, discriminate or retaliate because the applicant or employee has inquired about, requested or used a reasonable accommodation.
- Require an applicant or an employee to accept an accommodation that is unnecessary.
- Require an employee to take family leave or any other leave, if the employer can make reasonable accommodation instead.

To request an accommodation or discuss concerns or questions about this notice, please contact any one of our supervisors in the Human Resources department. You may call the main line, 503-212-0000 and ask for a Human Resources contact to discuss an a request, send an emailed request to [HR@emeraldstaffing.com](mailto:HR@emeraldstaffing.com) , or send a request by mail to Emerald Staffing, Attn: Human Resources, P.O. Box 1365, Lake Oswego, Oregon, 97035.

## **Oregon Workplace Fairness Act**

Emerald Staffing, Inc., “the organization,” prohibits unlawful discrimination and harassment. This policy defines these terms and provides a complaint procedure for employees who believe they have been the victims of prohibited conduct. This policy applies to all matters related to hiring, firing, transfer, promotion, benefits, compensation, and other terms and conditions of employment.

### Discrimination and Workplace Harassment

It is Emerald Staffing, Inc., policy to provide a work environment free from unlawful discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, national origin, marital status, age, expunged juvenile record, performance of duty in a uniformed service or physical or mental disability, or any other characteristic protected by local law, regulation, or ordinance.

It is our policy that all employees, customers, clients, contractors, and visitors to the work site are entitled to a respectful and productive work environment free from behavior, action, or language that constitutes workplace harassment or discrimination. The “workplace” includes when employees are on company premises, at a company-sponsored off-site event, traveling on behalf of the company, or conducting company business, regardless of location.

The policy prohibits any conduct at work that a reasonable person in the individual’s circumstances would consider unwelcome, intimidating, hostile, threatening, violent, abusive, or offensive. It also prohibits employment actions, including hiring, promotion, termination, and compensation decisions, to be taken based on a protected characteristic. This policy also prohibits any form of retaliatory action toward an employee for filing a complaint of discrimination or harassment, or for participation in an investigation of a compliant.

Workplace harassment can be based on national origin, age, sex, race, disability, religion, sexual orientation, gender identity, or gender expression. It may also encompass other forms of unwelcome, hostile, intimidating, threatening, humiliating, or violent behavior that is not necessarily illegal, but still prohibited by this policy.

Sexual harassment is a form of workplace harassment and includes, but is not limited to, the following types of conduct:

- Unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature when such conduct is directed toward an individual because of that individual's sex and submission to such conduct is made either explicitly or implicitly a term or condition of employment; or submission to or rejection of such conduct is used as the basis for employment decisions affecting that individual.
- Unwelcome verbal or physical conduct that is sufficiently severe or pervasive to have the purpose or effect of unreasonably interfering with work performance or creating a hostile, intimidating or offensive working environment.

### Sexual Assault

Unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat, or intimidation.

### Prohibited Conduct

This policy prohibits conduct based on an individual's protected class status. Although by no means all-inclusive, the following examples represent prohibited behavior:

- Physical harassment, including but not limited to unwelcome physical contact such as touching, impeding or blocking movement, or any physical interference with work;
- Verbal harassment, including but not limited to disparaging or disrespectful comments, jokes, slurs, innuendoes, teasing, and other sexual talk such as jokes, personal inquiries, persistent unwanted courting and derogatory insults;
- Nonverbal harassment, including but not limited to suggestive or insulting sounds, obscene gestures, leering or whistling;
- Visual harassment, including but not limited to displays of explicit or offensive calendars, circulation of derogatory content, posters, pictures, drawings or cartoons that reflect disparagingly upon a class of persons or a particular person; or
- Sexual harassment, as described above, including but not limited to unwelcome sexual advances, requests for favors in exchange for conduct of a sexual nature, submission to unwelcome conduct of a sexual nature in exchange for a term of employment, or other conduct of a sexual nature.

### Penalties

We will not tolerate discriminatory conduct, harassment, or sexual assault. Any individual found to have engaged in such conduct may face disciplinary action up to, and including, dismissal. The company may also subject managers and supervisors who fail to report known harassment – or fail to take prompt, appropriate corrective action – to disciplinary action, including potential dismissal.

### Retaliation Protections

Emerald Staffing, Inc., prohibits retaliation against any employee for filing a complaint regarding conduct in violation of this policy. Emerald Staffing, Inc., will not tolerate retaliation against any employee for raising a good faith concern, for providing information related to a concern, or for otherwise cooperating in an investigation of a reported violation of this policy. Any employee who retaliates against anyone involved in an investigation is subject to disciplinary action, up to and including dismissal.

### Reporting Procedure

Any employee aware of or experiencing discrimination, harassment or sexual assault in the workplace should report that information immediately to a company designee. Specifically, an employee may make the report verbally or in writing to the employee's immediate supervisor or higher management, if the employee prefers. As an alternative, an employee may report the harassment to the company's human resource office. Employees may report to any of the persons listed below, regardless of any particular chain of command. All employees are encouraged to document any incidents involving discrimination, harassment, and sexual assault as soon as possible.



## **Company Designee(s) for Emerald Staffing Inc.**

**John A. Burton, Jr., CPC  
President**

**Confidential direct line: 503.212.0002**

**Confidential email: [johnjr@emeraldstaffing.com](mailto:johnjr@emeraldstaffing.com)**

**Katy Denny, CSP**

**Human Resource Manager**

**Confidential direct line: 503.212.0003**

**Confidential email: [katy@emeraldstaffing.com](mailto:katy@emeraldstaffing.com)**

### Nondisclosure or Nondisparagement Agreements

Under this policy, a nondisclosure agreement is any agreement by which one or more parties agree not to discuss or disclose information regarding any complaint of work-related harassment, discrimination, or sexual assault.

A nondisparagement agreement is any agreement by which one or more parties agree not to discredit or make negative or disparaging written or oral statements about any other party or the company.

A no-rehire provision is an agreement that prohibits an employee from seeking reemployment with the company and allows a company to not rehire that individual in the future.

The company will not require an employee to enter into any agreement if the purpose or effect of the agreement prevents the employee from disclosing or discussing conduct constituting discrimination, harassment, or sexual assault.

An employee claiming to be aggrieved by discrimination, harassment, or sexual assault may, however, voluntarily request to enter into a settlement, separation, or severance agreement which contains a nondisclosure, nondisparagement, or no-rehire provision and will have at least seven days to revoke any such agreement.

### Time Limitations

Nothing in this policy precludes any person from filing a formal grievance in accordance with a collective bargaining agreement [if applicable], the Bureau of Labor and Industries' Civil Rights Division or the Equal Employment Opportunity Commission. Note that Oregon state law requires that any legal action taken on alleged discriminatory conduct (specifically that prohibited by ORS 659A.030, 659A.082 or 659A.112) commence **no later than five years** after the occurrence of the violation. Other applicable laws may have a shorter time limitation on filing.

### **Other Types of Harassment/Discrimination**

Sexual harassment is not the only kind of harassment prohibited by law and by this policy. Harassment on the basis of any other protected characteristic is also strictly prohibited at Emerald. Harassment of this kind is verbal or physical conduct that denigrates or shows hostility toward an individual because of his or her race, color, religion, creed, sex, age, national origin, disability, sexual orientation, marital status, genetic information, veteran status, or any other characteristic protected by law or that of his or her relatives, friends or associates. Such behavior is prohibited if it:

- Has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Otherwise adversely affects an individual's employment opportunities.

Harassing conduct of this nature includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that shows hostility or aversion toward an individual or group (including through e-mail). If you have any questions about what constitutes harassing behavior or discrimination, please ask your supervisor or the President.

Any messages or communications sent or received through our electronic communications systems are subject to this policy. The use of company information systems (including e-mail, Intranet, or the Internet) for the display or transmission of sexually explicit images, messages, jokes, or anything that may be construed as harassment, is prohibited.

Below are a few final points regarding prohibited harassment as defined by law and this policy:

1. A man as well as a woman may be the victim of sexual harassment, a woman as well as a man may be the harasser, and any person regardless of gender identity may be the victim or the harasser;
2. The harasser does not have to be the victim's supervisor. The harasser may also be an agent of the employer, a supervisory employee who does not supervise the victim, a co-worker, or, in some circumstances, even a non-employee;
3. The victim does not have to be of the opposite sex from the harasser. The crucial fact is whether the harasser treats a member of one sex differently from members of the other sex;
4. The victim does not have to be the person at whom the unwelcome sexual conduct is directed. The victim need only be someone who is placed in an offensive working environment by such conduct;
5. There is no requirement that the victim complains to the harasser or reports the sexual harassment to the supervisor or employer for the employer to be held responsible for the unlawful conduct when the supervisor commits the harassment. The employer will be held responsible for the unlawful conduct of a co-worker or a non-employee if the employer knew or should have known that the act occurred and failed to take appropriate corrective action;
6. A finding of unlawful sexual harassment does not depend on the victim having suffered a concrete economic injury. The harasser's conduct constitutes sexual harassment when it unreasonably interferes with the victim's work or creates a harmful or offensive work environment;
7. These policies apply to the workplace and any workplace setting, e.g., business trips, business meetings, and business-related social events.

## **What to Do If You Have a Complaint**

As an employee of Emerald, you have the responsibility to immediately document and report any actions or words by a supervisor, co-worker or other individual that you believe to be unwelcome harassment or discrimination. This policy applies to acts of harassment or discrimination that you experience or witness at Emerald or while on a job assignment. This procedure is meant to provide you with the most comfortable means of reporting unlawful discrimination or harassment.

If you feel you are the victim of discrimination or harassment in any form, you are encouraged to first discuss the matter with your supervisor or with another management employee in the office with whom you feel comfortable discussing the matter. Perhaps the problem is due to a simple misunderstanding and can be resolved within the work group. However, you may file an internal complaint with your supervisor, your recruiter, the Company President, or the Human Resources Administrator within a five-year statute of limitations. Should a claim of an alleged violation be placed to an outside representative of Emerald Staffing while currently employed by Emerald Staffing, please inform an Emerald Staffing contact to which you feel comfortable, that a claim has been made so we may take necessary steps to document the investigation and provide assistance in any way possible. This report will be provided to the Human Resources and the President of Emerald Staffing.

The following steps have been established for filing and handling complaints of any employee based on alleged acts of discrimination:

1. Any employee may file a complaint within a five-year statute of limitations by communicating directly with any of the above persons. The multiple options for presenting a complaint are made available with the intent of giving the employee the opportunity to select a person with whom they feel comfortable.
2. An employee may file a complaint orally by meeting in person or by submitting it in writing. The company will initiate an immediate investigation. Confidentiality will be maintained as far as it is practicable. If it is necessary to make the employee filing the complaint known to others, the employee shall be advised in advance and shall be told why it is necessary that he or she be identified.
3. On the basis of the facts developed, the Company will render a determination as soon as possible after completion of the investigation.
4. An investigation by the Company will include immediately record the dates, times and facts of the incident(s), ascertain the views of the victim as to what outcome they want, ensure that the victim understands the company's procedures for dealing with the complaint, discuss and agree the next steps, keep confidential record of all discussions, respect the choice of the victim, and ensure that the victim knows that they can lodge the complaint outside of the company through the relevant country/legal framework.
5. If assault is reported to the police, our company will provide any possible support until the matter is resolved.
6. Employees who file complaints or who testify, assist, or participate in any manner in an investigation or hearing will be safeguarded against intimidation, coercion, or discrimination of any kind. All such acts against complainants or other parties must be reported immediately.
7. The Company will not participate nor will it require or coerce the employee to enter a nondisclosure or nondisparagement agreement; meaning the Company will not require the employee to intentionally make, or intentionally cause any other Person to make, any public statement that is intended to criticize or disparage the Company, any of its affiliates, or any of their respective officers, managers or directors.
8. Any employee filing a harassment or discrimination claim may voluntarily request to enter into an agreement containing a nondisclosure, nondisparagement, or no-rehire provision if the agreement gives the employee seven days to revoke after signature.

All employees are required to fully cooperate in carrying out this policy and to avoid acts of discrimination or harassment or intimidation on the basis of race, color, religion, creed, national origin, disability, genetic information, marital status, veteran status, sex, sexual orientation, age, application for workers' compensation benefits, and opposition to health and safety hazards.

## **CURRENT ASSIGNEE GUIDELINES AND INFORMATION**

### **<All Assignees>**

The following guidelines are created to make your assignments profitable and enjoyable. You may be assigned to one or several companies, but please remember that **Emerald Staffing, Inc. (Emerald) is Your Employer**. Any questions, please call our office. We will make every effort to place you on Assignments that will best fit your background.

### **Business Hours**

Our regular operating hours are 8 A.M. to 5 P.M. Monday through Friday, the office is closed during the observance of Federal Holidays. Employees should bear in mind that they may be assigned to work at a company that has different hours of operations that they may be required to comply with while on a job assignment.

**No Fee:** There is no fee to our employees when working with Emerald at a client company.

### **How long will your application be on file?**

Your application will be on file with Emerald for (6) six months from your date of application or from your last assignment. If you wish to reactivate your File please contact your Staffing Specialist to update your history and paperwork.

### **Contacting Emerald**

- We ask that you call in and report your availability on a regular basis (once a week is fine). If we know you are available, we can call you for new assignments. Failing to call in and report your availability for two consecutive weeks indicates that you have quit your relationship with Emerald Staffing.
- If you are sent on any job interviews, it is important that you call Emerald within an hour of your interview to give them your feedback. Often times your Staffing Specialist has already heard from the employer and they are waiting for your feedback to proceed to the next step.
- Emerald Staffing spends considerable time establishing business relationships with area employers, including establishing pay rates, fee agreements, etc. Any questions or concerns regarding fees or pay rates should be directed to your staffing coordinator **NOT** the employer. Addressing these questions directly with the employer, or other interference in this area will be considered cause to sever the working relationship between Emerald Staffing, and you, the applicant. If you are scheduled for a job interview and you cannot make it to the interview, call your Staffing Specialist **ASAP**.

## **Attendance**

Good attendance is required. Three (3) or more instances of absenteeism, tardiness or early release within your first 60 calendar days is not considered good attendance and may be grounds for terminating your assignment.

- If you cannot report to work on time, notify your on-site supervisor per their procedures along with Emerald Staffing before your shift starts, our SICK LINE is 503.992.6612.
- Any absence reported due to illness exceeding three (3) consecutive days must be accompanied by a doctor's note. If there are any extenuating circumstances, they will be discussed on an individual basis.
- When you accept an assignment, it is our expectation that you work the hours required to complete the assignment. If there are any extenuating circumstances, they will be discussed on an individual basis.
- Notify Emerald Staffing of any time-off requests at least 30 days in advance; we will obtain appropriate authorization from management.

## **Timekeeping**

All employees must accurately record their time worked (whether for Emerald directly or for a client while on a job assignment) each day on a time sheet. The time sheet provides a permanent record of the time you spend on the job. Employee pay is calculated from this record.

Your signature or submission on your time sheet each pay period verifies that the times and dates are true and accurate to the best of your knowledge; this also verifies that you received all of your required rest and meal breaks. If you did not receive your rest and meal breaks, you must notify your supervisor at Emerald. You should never allow someone else to make entries on your time sheet except your supervisor or manager. Willfully falsifying a time sheet will be grounds for corrective action, up to and including termination.

If your supervisor or manager has made a change in your time sheet that you believe is inaccurate, you must bring the issue to the attention of the President.

## **Meal and Rest Periods**

This policy applies to work performed for Emerald directly as well as to work performed for Emerald clients while on a job assignment. During job assignments, employees will take their rest breaks and meal periods according to the schedule established by the client. Employees must notify Emerald if they do not receive rest breaks and meal periods while on an assignment.

Employees are required to take one 10-minute paid rest period for every four hours worked, at around the mid-point of the four hours. Rest periods are counted as time worked. They are not to be used for overtime purposes, for leaving work early by working through break periods, or extending the meal period.

Employees are also required to take one 30-minute unpaid meal period for every six hours worked. Employees are not permitted to work through a meal period unless approval from a supervisor is obtained prior to the scheduled meal period. In the rare event that workload precludes taking a meal period, or an employee's meal period is interrupted by work-related activities, the time must be recorded as time worked. Meal periods may not be taken at the end of a work shift or forfeited to offset or reduce scheduled work hours.

If you did not take a break or worked through lunch, you must reflect the extra time worked on your time sheet for the day. Your signature or submission on your time sheet reflects that you received your rest and meal breaks, and that the time sheet reflects any extra time worked, according to this policy.

A pattern of missed rest breaks or meal periods may result in corrective action, up to and including termination.

**Overtime**

You may be required to work overtime, depending on the needs of Emerald or its clients. Overtime hours will be paid to non-exempt employees at one and one-half times the basic straight time hourly rate for all hours worked in excess of 40 in a regular workweek, or as otherwise required by state and/or federal laws.

**Business Relations**

Any questions regarding fees and/or pay will be directed to Emerald Staffing. Any controversy or dispute between the parties (employer/employee) arising out of this Agreement will be resolved by arbitration performed by the Arbitration Service of Portland (“ASP”), under the then existing rules of ASP. The costs of arbitration will be shared equally by the parties. All decisions of the arbitrator will be final and binding upon the parties. The prevailing party will be awarded reasonable attorney’s fees and costs incurred in the arbitration in addition to any relief awarded. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

## HOW YOU ARE PAID

<All Employees>

### METHODS OF RECEIVING PAY FOR SERVICE FROM EMERALD STAFFING, INC.

#### DIRECT DEPOSIT

**Definition:** Direct Deposit is an electronic transfer of funds from Emerald to your specified bank account. Funds are paid weekly for work performed the week prior. Funds are available from Friday midnight for said work.

**Direct Deposit** can be accomplished by transferring money to an active checking account, or savings account associated with the financial institution you have provided to Emerald Staffing, Inc. below. Should you elect not to receive a paper check, you are agreeing to accept the financial institutional charges associated with your chosen account. We provide these options as a courtesy to you, our client.

#### PAPER CHECK

**Definition:** A traditional paper check for services performed is available to you for payment from Emerald Staffing. **UNLIKE DIRECT DEPOSIT** where funds are available weekly, Paper Checks are generated on the company's regular monthly payday, the **LAST FRIDAY OF EVERY MONTH**, post marked and mailed via US POST OFFICE from our corporate address: 5285 Meadows Road, Suite 190, Lake Oswego, Oregon 97035 at the close of business that day. Checks are mailed to the mailing address of record you have provided us. If you elect to use this method of payment you will not be paid weekly but rather MONTHLY.

**Please select the method of payment you wish Emerald Staffing to pay you for services performed:**

**OPTION 1: DIRECT DEPOSIT**

Checking Account  OR Savings Account

**OPTION 2: PAPER CHECK**

#### SELECTED PAYMENT OPTION AUTHORIZATION ACKNOWLEDGMENT

I have read and understand all the above statements and authorize Emerald Staffing, Inc. to pay me in the manner I have indicated and selected above.

This authorization is to remain in full force and effect until company has received written notification from me (or either of us) of its termination in such time and in such a manner as to afford company and depository a reasonable opportunity to act on it. I (we) recognize that if I (we) fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed, or my payments be erroneously transferred electronically.

**Name:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**\* IF SETTING UP DIRECT DEPOSIT, PLEASE SUPPLY INFORMATION ON THE BACK OF THIS FORM \***

I (we) hereby authorize EMERALD STAFFING, INC., hereinafter called COMPANY to initiate credit entries to my (our) account method chosen above, which is indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to credit the same account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provision of United States Law

DEPOSITORY NAME: \_\_\_\_\_ (YOUR BANK NAME)

ROUTING NUMBER: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PLACE VOID CHECK HERE

**Routing Number Example**

000121232:::

**Account Number Example**

0000122334456:::

**AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT (ACH CREDITS ONLY) – ADDITIONAL ACCOUNT**

I (we) hereby authorize EMERALD STAFFING, INC., hereinafter called COMPANY to initiate credit entries to my (our) account method chosen above, which is indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to credit the same amount. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of United States Law.

DEPOSITORY NAME: \_\_\_\_\_ (YOUR BANK NAME)

ROUTING NUMBER: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

Requested Percentage (%) Of Net Pay to Be Deposited into listed Depository: \_\_\_\_\_ %

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PLACE VOID CHECK HERE

**Routing Number Example**

000121232:::

**Account Number Example**

0000122334456:::

**Note:** The election of Direct Deposit, and the account information listed above, will remain in effect until the Emerald payroll department is notified by **you** in writing that your account information has changed or that you no longer would like your checks deposited electronically, regardless of a break in employment with Emerald Staffing, Inc.



- Assignees are issued payment for vacation pay once they have satisfied the requirements of our vacation pay policy. Please see page (11) for eligibility requirements.
- Assignees are eligible for sick pay after they have been employed for 90 days.
- Assigned employees must record time worked on Emerald time cards on a weekly basis. Time cards are used for calculating your pay.
- As an Emerald employee, you are paid for the hours you actually work on assignments.
- We are responsible for all required state and federal payroll deductions and unemployment insurance. We match Social Security contributions and provide workers compensation insurance.

## Paystubs

Your weekly paystubs can be found online at: [www.emeraldstaffing.com](http://www.emeraldstaffing.com). Once on the Emerald website, go to the “Resources” tab at the top of the website, and then click on “Employee Portal” tab. This will launch the sign on screen. You can select ‘Forgot Password’ to reset your account. This will send you an email to create your new credentials and gain access to your employee portal page.

**Paystub Privacy** – Once your account is created, your new credentials are at your sole responsibility and you will hold Emerald Staffing, Inc. harmless for any and all security surrounding your paystubs and personal information. It is your sole responsibility to maintain your private information. So, please do not share your credentials with any person.

### Paystub Availability

- Current week pay is available online each Friday at 12:01 am
- Historical paystub history and year-to-date data is available on demand at any time within the Employee Portal, (24 hours, 7 days per week, including holidays).

### Support Calls

- Paystubs online support calls and emails are taken between the hours of 8am – 5pm, Monday – Friday only, the office is closed on Federal Holidays for observance.
- Support Email: [support@emeraldstaffing.com](mailto:support@emeraldstaffing.com)
- Support Phone Number: 503.212.0000

**Paystub Data** – You can view the following on your paystub: (Note: Information is calculated on a weekly as well as year to date basis)

- Regular and Overtime Hours Completed
- Pay Period
- Hourly Rate of Pay
- Gross Pay & Net Pay
- Taxes & Deductions
- Expenses Paid
- Oregon Sick Leave Act Hour Accruals
- Direct Deposit Information
- Client Information

**Paystub Foot Note** – Paystubs online are our primary delivery system for paystub information. Should you want paper copies from Emerald Staffing, Inc. A paper version is available on demand, by calling our accounting department and requesting the information. Our phone number is: 503.212.0000. You may also request in writing by sending your request via US Post Office to: Emerald Staffing, Inc. 5285 Meadows Road | Suite 190 | Lake Oswego, Oregon 97035 or via Email to: [paystubs@emeraldstaffing.com](mailto:paystubs@emeraldstaffing.com)

## CURRENT BENEFITS FOR ASSIGNED EMPLOYEES

A good benefits program is a solid investment in Emerald and its employees! In addition to receiving an equitable salary you will have an equal opportunity for professional development and advancement.

As a full-time employee, you will enjoy all of the benefits described in this manual as soon as you meet the eligibility requirements for each particular benefit. No benefits are available to you during your waiting period, except otherwise as provided by law.

- **Direct Deposit** – By enrolling in our Direct Deposit Program, we will deposit your weekly payroll directly into your checking or savings account.
- **Weekly Payroll** – If weekly timecards are turned in by Sunday at midnight, then your weekly payroll is available the following Friday after 9am. When a Federal Holiday (or observance) falls on a weekday the payroll will be delayed by one business day.
- **Vacation Pay** – An Emerald Staffing employee will receive 16 (sixteen) hours of vacation pay for every 2000 hours worked during a calendar year. These hours do not carry over to the next calendar year.
- **Sick Pay** – Emerald Staffing provides eligible employees with up to forty hours of accrued paid sick leave per year, in accordance with Oregon law. For details, please refer to the Oregon Paid Sick Leave policy below.
- **OregonSaves** – Emerald Staffing has registered with the OregonSaves program. As your employer, you will receive an invitation after 30 days of your start date. 30 days after receiving the invitation, you will be automatically enrolled into the program. As our employee, you have the option to participate or opt-out of contributing through automatic payroll deductions from your paycheck. Standard participation in OregonSaves is an automatic payroll deductions starting at 5% of your gross pay contributed to a Roth IRA, with an automatic annual 1% increase until it reaches a maximum of 10%. The administrative charge is an annual asset-based fee of approximately 1%. You will not get a bill, it will be automatically taken out of your OregonSaves balance on a regular basis to help pay for the administration of the program. OregonSaves offers individual participation if you would like to see other contribution options. Emerald Staffing is not a financial advisor and will only process OregonSaves per your participation. Please consult your own resources in making your financial decisions.
- **6 Paid Holidays** – After 2000 hours of work within an 18 month period, our assigned employees become eligible for holiday pay. In order to receive holiday pay, an assignee must work the day before and the day after the holiday. The 6 (six) holidays are as follows:
  1. **Christmas Day**
  2. **New Year's Day**
  3. **Memorial Day**
  4. **4<sup>th</sup> of July**
  5. **Labor Day**
  6. **Thanksgiving Day**
- **Online Skill Testing** – Use our computers in our office or use your own computer from the convenience of your home. There is No Charge to you!

## Healthcare Benefits

### Affordable Care Act - *Option One*

- Healthcare Benefits – Effective January 1, 2014 all Emerald staff associates will have the option to “opt in” to employer sponsored healthcare benefits – Our corporate healthcare provider is Kaiser Permanente – This plan offered meets the Federal Government Standard of minimum service –

Emerald will pay ½ of employee only premium. Employee cost is ½ of the stated amount – **Employee cost is at the current market value as determined by our insurance provider.** This amount will be paid in lump sum as a payroll garnishment - deducted from the first check of eligible coverage then from the first paycheck of the month while employed through Emerald Staffing. Spouse, dependent and domestic partner coverage is available through the same plan at “EMPLOYEE” COST. Information about current premiums is available through Human Resources.

### Eligibility

Healthcare benefits are available to those employees working an average **minimum of 30 hours** per week. For those eligible, healthcare benefits will be available the first of the month following 60 days of employment.

### Healthcare - *Option Two*

“Opt –Out” of employer sponsored healthcare coverage and “Opt-In” to COVER OREGON – the Affordable Care Act Exchange – This is a place you can shop and buy at your expense a tailored health plan that best fits your specific situation and budget.

### Healthcare - *Option Three*

“Opt –Out” - You are also able to **waive employer** sponsored coverage for a variety of reasons. The most common is you have **existing coverage** through your family, spouse or domestic partner.

## Benefits Continuation (COBRA)

Upon leaving Emerald’s employment to accept employment with Host client, your employment is considered a voluntary quit. COBRA information will be provided to enrolled employees upon termination of employment. The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Emerald’s health plan when a “qualifying event” would normally result in the loss of eligibility, provided that Emerald is eligible under COBRA. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee’s hours or a leave of absence; an employee’s divorce or legal separation; and a dependent child no longer meeting eligibility requirements. Under COBRA, the employee or beneficiary pays the full cost of coverage at Emerald’s group rates plus an administrative fee. The Company or its designated third-party administrator provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under Emerald’s health insurance plan. The notice contains important information about the employee’s rights and obligations.

## CURRENT ASSIGNEE GUIDELINES AND INFORMATION

<All Employees>

**Temporary-To-Hire Assignments:** Some assignments through Emerald are temporary, but some assignees may be hired by a client company; should this happen, ending your employment with Emerald will be considered voluntary. Be flexible and do your best at all times, you never know when you may be considered for a permanent position with a client company. If approached, contact an Emerald Staffing Specialist so we may advise you of our procedure.

**If Your Address Changes:** You must contact Emerald's office to change your address. Failure to do so may result in not receiving your W-2 after January of the following year. If you would like to change your deductions on your W-4, you must fill out and submit a new W-4.

**State Wage or Social Security Verification:** With your signature for release, we will forward this information/document within 4 (four) working days.

**References:** Emerald, not the client company, will only furnish dates of employment to prospective employers.

**Driving Client's Vehicles:** If one of Emerald's client companies requests you to drive one of their vehicles, you must obtain written approval from Emerald. You must have a clean driving record.

**Passenger/Driver with a Client or another Assignee:** If you accept or provide transportation with another assignee or client during non-working hours and there was an accident, Emerald will not be held liable for any damages as a result of the accident, including property damage, bodily injury or death.

**Immigration Compliance:** Emerald only employs assignees who appropriately complete the Immigration and Naturalization 1-9 form which provides legal documentation of eligibility to work in the United States on the first day of hire. Emerald is an organization that participates in the Federal Government's E-Verify program.

**Social Security** – The United States Government operates a system of contributory insurance known as Social Security, As a wage earner, you are required by law to contribute a set amount of your weekly wages to the trust fund from which benefits are paid. As your employer, Emerald Staffing is required to deduct this amount from each paycheck you receive. In addition, Emerald matches your contribution dollar for dollar, thereby paying half the cost of your Social Security benefits. Employees must provide a valid Social Security number for payroll entry and deduction of federal and state unemployment and FICA withholding taxes.

### Confidentiality

At Emerald, employees may receive or have access to confidential information. "Confidential information" means all information related to Emerald that is received or accessed by the employee, including but not limited to information about our products, business models, customer and supply lists, price lists, financial and technical information, trade secrets, know-how, ideas, specifications, techniques, programs, systems, processes, social media passwords and login handles, and computer software.

Employees must not use confidential information for any purpose without Emerald's specific prior written authorization, except as reasonably necessary to perform job duties on behalf of Emerald. Employees also must not disclose confidential information to any person without Emerald's specific prior written authorization, except that employees may disclose confidential information to a representative of Emerald on a need-to-know basis. A representative of Emerald means a director, officer, manager, employee, or other authorized representative of the company.

Employees must promptly notify Emerald of any unauthorized use or disclosure of confidential information, and must assist Emerald in every reasonable way to retrieve confidential information that was used or disclosed by the employee without prior authorization.

Employees must not remove confidential information from our premises without specific prior written authorization, except as reasonably necessary to perform job duties on behalf of Emerald. All confidential information and other company-related property that an employee has in his/her possession must be returned to Emerald upon termination of employment.

Employees who violate this policy will be subject to discipline, up to and including termination.

## **ELECTRONIC RELATED ACTIVITY**

*<All Employees>*

### **Computers**

1. Emerald licenses the use of computer software from a variety of outside companies. Emerald does not own this software or its related documentation and, unless authorized by the software manufacturer, does not have the right to reproduce it;
2. With regard to use on local area networks or on multiple machines, Emerald employees shall use the software only in accordance with the license agreement;
3. Emerald employees learning of any misuse of software or related documentation within the company shall notify the manager;
4. According to the U.S. Copyright Law, illegal reproduction of software can be subject to civil damages and criminal penalties, including fines and imprisonment. Emerald employees who make, acquire or use unauthorized copies of computer software shall be disciplined as appropriate under the circumstances. Such discipline may include dismissal.

### **Email and the Internet**

E-Mail and the Internet - Any and all electronic and telephonic communication and information transmitted by, from or stored within Emerald's and its clients' systems are the property of Emerald and are to be used for Company-related purposes.

This includes but is not limited to voice mail, e-mail, and telephone conversations, computer program, word processing and the Internet, facsimile, telecopy's or co copy machines. Employees are generally prohibited from using this equipment for personal use and may be subject to discipline up to and included termination. Nothing in this policy prohibits employees from using company-provided email accounts to discuss the terms and conditions of their employment during non-working time (e.g., during a rest break or meal period). If the employee is working at a customer's location, the particular policies of the client company govern.

Employees are prohibited from using a code, accessing a file or retrieving any stored communication unless authorized to do so or have proper clearance from an Emerald manager or the President.

All pass codes, software or hardware is the property of Emerald. Employees must safeguard their passwords and not share them with others. No employee may use a pass code or voice-mail access code that has not been issued to that individual. Any employee who violates this policy may be disciplined up to and including termination.

No harassing, fraudulent, defamatory or illegal information may be contained in any electronic or telephonic communications. Confidential or proprietary information should not be sent outside of the Company or provided to those without business need. Dissemination or printing of copyrighted material, including software programs is prohibited.

To ensure that the use of electronic and telephonic communications systems and business equipment is consistent with Emerald's interest, the company reserves the right to monitor the use of such equipment from time to time. Employees have no right to privacy with regard to what is placed within individual directories, which may also be subject to monitoring.

Downloading or accessing any information or accessing sites from the Internet of an inappropriate or salacious nature is prohibited. Such conduct may subject an employee to discipline up to and including termination.

## Social Media

Emerald realizes that many employees maintain web pages or blogs, such as Facebook, Twitter, Snapchat, Instagram and others. The absence or lack of reference to a specific site does not limit the extent of the application of this policy.

This policy has three narrow purposes: (1) to set out Emerald's policy regarding the use of Emerald's equipment or work hours to post to social media sites, (2) to remind employees about Emerald's policy against harassment and discrimination in the workplace, and (3) to remind employees about Emerald's confidentiality policy with respect to its customer lists, pricing, and business plans, which is confidential, proprietary information.

Emerald does not seek to restrain the ability of its employees to engage in online discussions regarding the terms and conditions of their employment, or to chill the speech of employees discussing or seeking to improve their workplace pursuant to Section 7 of the NLRA.

Given the narrow purpose of this policy, Emerald offers the following suggestions regarding online activity:

1. **Be thoughtful in your posts.** The lines between public and private, personal and professional are blurred in online social networks. By virtue of your identification, or of general knowledge that you are an employee of Emerald within a social network, you are now connected to your colleagues, managers, and Emerald clients.
2. **Use a disclaimer.** Be clear and write in the first person. Make it clear in your writing that you are speaking for yourself, and not for Emerald.
3. **Protect confidential and proprietary information.** Information published on any blog, forum, or social networking site should comply with Emerald's confidentiality and disclosure of proprietary data policies. You must make sure you do not disclose Emerald's confidential or proprietary information in any online social media platform. You must not comment on confidential Emerald customer lists, future business performance, business plans or prospectus. For example:

– Publishing a post that lists Emerald’s clients would violate this policy because Emerald’s client lists are confidential, proprietary information.

– Publishing a post that gave out information on Emerald’s future business strategies which are not generally known would violate this policy;

–But, having an online discussion with other employees, or with management, or on behalf of other employees that takes issue with an Emerald policy or plan that affects wages or potential wages, or any other term or condition of employment, would not violate this policy.

4. **Don’t forget your day job.** Social media activities should not interfere with your job or commitments to customers.

5. **Use common sense regarding content.** Do not mention Emerald’s name on a website that contains sexual or violent content.

6. **Adhere to Emerald’s anti-harassment policy.** Refrain from statements that would violate Emerald’s harassment and anti-discrimination policy. For example:

- Publishing a post to another Emerald employee that contained sexual content and that a reasonable person would find offensive would violate Emerald’s anti-harassment policy

- Publishing a post that contained harassing or derogatory insults regarding another employee’s race, color, religion, creed, national origin, disability, genetic information, marital status, veteran status, sex, sexual orientation, gender identity, gender expression, age, domestic partner status, application for workers’ compensation benefits, opposition to health and safety hazards, or any other classification protected by law, or that of the employee’s relatives, friends, or associates and that (i) has the purpose or effect of unreasonably interfering with an individual’s work performance; (ii) has the purpose or effect of creating an unreasonably intimidating, hostile or offensive work environment, or (iii) otherwise adversely affects an individual’s employment opportunities would violate Emerald’s anti-harassment policy.

- Publishing a post asking another employee out on a date where that employee has asked you not to do so could violate Emerald’s anti-harassment policy.

- But, engaging in an online discussion with other employees that mentioned a manager, supervisor, or another employee would not violate this policy to the extent that the content of the post did not violate Emerald’s anti-harassment and discrimination policy. The purpose behind this rule is not to limit online discussion regarding the terms or conditions of employment. The purpose is to prevent unlawful discrimination or harassment against an Emerald employee.

## **WORKING TOGETHER**

*<All Employees>*

### **Drug and Alcohol Policy**

#### ***Policy Statement***

Emerald has a responsibility to its employees, clients, and the public to ensure a safe and productive work environment.

To satisfy these responsibilities, it is Emerald's policy to maintain a drug and alcohol-free workplace. Emerald encourages employees to voluntarily seek help with drug and alcohol problems before they affect job performance.

At present Federal law states that use or possession of marijuana is a crime. When state and federal law conflict, federal law controls. Thus, recreational and medically prescribed use of marijuana, while lawful under Oregon law, violates federal law. Finally, the Oregon courts have held that an employer's drug policies remain enforceable, notwithstanding the law of Oregon. Until such time as the federal law is modified, Emerald will continue to apply its current drug policy.

#### ***Prohibited Conduct***

The manufacture, distribution, dispensation, possession, purchase or use of any illegal drug, alcohol, or controlled substance while at the workplace or during work time is strictly prohibited.

Reporting to work or working under the influence of drugs or alcohol (defined as any detectable level) is also prohibited. Emerald has a vital interest in maintaining safe, healthful and efficient working conditions for our employees, and ensuring the safety and quality of our services. Being under the influence of drugs or alcohol on the job may pose serious safety and health risks to employees and the public. Employees in violation of this policy are subject to disciplinary action, up to and including immediate termination.

The following definitions apply for purposes of this policy:

- The term "workplace" means the company's premises or any place at or in which an individual performs services for the company or otherwise acts within the course and scope of employment.
- The term "work time" means time during which an employee is on duty and is, or is expected to be, engaged in tasks as directed or expected by Emerald for which the employee will or expects to be compensated.
- The term "illegal drugs" means any drug which is not legally obtainable, or which is legally obtainable but has not been legally obtained or is being misused. It includes prescribed drugs not legally obtained and prescribed drugs that were legally obtained but which are being misused or not being used for prescribed purposes. It also includes marijuana, which is a controlled substance under federal law.

#### ***Testing***

Emerald has implemented a "zero tolerance" policy against drugs and alcohol in the workplace and any detectable level of either shall be grounds for disciplinary action, up to and including termination.



Drug and/or alcohol tests will be administered under the following conditions:

- Pre-employment;
- Post-accident;
- When Emerald has reasonable cause to believe an employee is under the influence of drugs or alcohol during work time;
- Pursuant to a Last Chance Agreement;
- Any testing required or mandated by law; or
- Random or blanket testing.

Emerald has reasonable cause to test if, prior to the time of the test, there is observable evidence that gives Emerald a reasonable basis to suspect that the employee may be impaired or affected by drugs or alcohol in the workplace. Such evidence may include, but is not limited to, strange behavior in the workplace, a substantial reduction or change in productivity, repeated tardiness or absences, or behavior which causes an on-the-job injury or causes damage to property. Additionally, reasonable cause testing may be based on credible information that an employee uses or may be affected by illegal drugs or alcohol in the workplace.

For purposes of this policy, random tests means a test for drugs and/or alcohol given to a sample drawn from a population in which each member of the population has an equal chance to be selected for testing.

For purposes of this policy, a blanket test means a test for illegal drugs and alcohol applied uniformly to a specified group or class of employees.

To ensure the accuracy and fairness of our testing program, all positive screening tests will be confirmed by a test conducted in a federal or state licensed clinical laboratory.

Employees who test positive for drugs and/or alcohol (defined as any detectable level of drugs or alcohol in the system) will be subject to disciplinary action, up to and including termination. Employees who refuse to submit to drug and alcohol testing when requested under this policy, who obstruct or tamper with the test or testing process, or who in any way refuse to cooperate in the testing process in such a way that prevents completion of the test will be subject to disciplinary action, up to and including termination.

The employee's consent to submit to testing as required under this policy and the employee's agreement to otherwise abide by this policy in all respects is a condition of employment and any refusal to consent or other violation or noncompliance will be grounds for termination.

### ***Prescription and Over-the-Counter Drugs***

Any employee taking prescribed or over-the-counter medications is responsible for consulting the prescribing physician or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If you are using any prescription or over-the-counter medication which may limit or impair your ability to perform on the job, you must report that treatment to your supervisor in writing prior to beginning work. You must also provide written medical authorization to return to work from a physician. This information will be treated as confidential. Failure to report use of such

medication to the appropriate supervisor shall be cause for disciplinary action up to and including termination.

### ***Searches***

Whenever necessary to ensure compliance with this policy, in Emerald's discretion, lockers, work areas (i.e., desks, file cabinets, vehicles, etc.) and personal belongings stored on company property (i.e., brief cases, handbags, etc.) may be subject to a search with or without notice. An employee's consent to such a search is required as a condition of employment. Any employee's refusal to consent may result in disciplinary action, up to and including termination.

### ***Reporting of Drug and Alcohol-Related Convictions***

Employees must notify Emerald of any drug or alcohol-related convictions within five calendar days of the conviction.

### **Weapons**

For the protection of our employees and customers, firearms, explosives, and other weapons are prohibited on both Emerald and client properties, regardless of your authority to carry a weapon.

### **Violence in the Workplace**

Emerald prohibits any acts or threats of violence by any employee, former employee, or any individual coming onto company property or attending company-sponsored activities.

In keeping with the purpose of this policy, the Company is committed to the following:

- A. To provide a safe and healthful work environment.
- B. To take immediate steps up to and including termination against any company employee who displays or threatens violent behavior or who uses abusive or threatening gestures or language.
- C. To deal appropriately with visitors and former employees who engage in such behavior. Such response may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
- D. To forbid employees, former employees and visitors from bringing unauthorized firearms or other weapons onto company property or at company-sponsored events, notwithstanding possession of any valid, concealed-carry permit.
- E. To establish security measures to ensure that company facilities are safe and secure to the maximum extent possible.

### **Termination of Employment**

If you decide to leave Emerald, we encourage you to give your Staffing Specialist as much notice as possible. The minimum amount of notice required by Emerald is [5] five working days. If you do not give a [5] five day notice, Emerald will consider your action a voluntary quit of Emerald Staffing, Inc. Upon leaving Emerald's employment to accept employment with our client, your employment is considered a voluntary quit. After you give notice, our payroll department will arrange for payment of your final paycheck.

Emerald Staffing does require its workers to contact our office for additional work within 48 hours of the end of an assignment, and every day thereafter that he/she is available for work. Failure to do so will result in Emerald Staffing considering the employee, for unemployment benefits purposes, to have voluntarily quit.

### **Misconduct**

If the reason for separation or termination from a position has been for misconduct, which the Oregon Employment Department states as: An act of wanton or willful disregard of the employer's interest, a deliberate violation of the employer's rules, a disregard of standards of behavior which the employer has the right to expect of his or her employee, or negligence in such degree or recurrence as to manifest culpability, wrongful intent or evil design, or show an intentional and substantial disregard of the employer's interest or of the employee's duties and obligations to the employer, Emerald will inform the Oregon Employment Department of the act(s) of misconduct upon request, in order to provide additional information regarding the separation or termination.

### **Return of Company Property**

Any property issued to you by Emerald Staffing or its affiliates, must be returned to the Emerald office 5285 Meadows Road, Suite 190, Lake Oswego, Oregon 97035, at the time of your dismissal or resignation, no later than the following business day. Any delay in the return of company property may be seen as a security and liability issue. Possession of company property, due to its pending return to the Emerald office, could hold its possessor liable for any unforeseeable security circumstances pertaining to the possession of company property. You could be found responsible to pay for any lost, stolen, or damaged items linked to Emerald Staffing or its affiliates.

### **Return of Personal Property**

Upon termination, any personal property belonging to employees that is stored at the worksite will be delivered to the Emerald Staffing office, 5285 SW Meadows Road, Suite 190, Lake Oswego, Oregon 97035. Employees are able to pick up their belongings in-person during office hours, Monday through Friday from 8:00am until 5:00pm excluding Federal Holidays. Personal property will be held until the end of the business week; afterward, Emerald Staffing will not be held liable for any unclaimed personal belongings. After 30 calendar days, any personal property unclaimed will be donated to Goodwill.

## **LEAVES OF ABSENCE**

*<All Employees>*

### **Military Leave**

Employees granted a military leave of absence are re-employed and paid in accordance with the laws governing veteran's re-employment rights.

### **Family and Medical Leave of Absence**

Company will act in accordance with the Oregon Family Leave Act ("OFLA") and federal Family and Medical Leave Act ("FMLA") regarding time off for family and medical leave of absence ("Family Leave").

Please note that an employee may be entitled to more than one type of Family Leave for the same absence and that leave under OFLA and FMLA may run concurrently at times. For information on these leave of absence policies, please contact Human Resources.

### **Eligibility**

- A. OFLA: You must have been employed by the Company at least one hundred eighty (180) calendar days immediately preceding the date your Family Leave would begin. For all OFLA leave except Parental Leave, you must have worked an average of twenty-five (25) hours per week during that time period.
- B. FMLA: You must have been employed by Company for at least twelve (12) months and for at least 1250 hours during the twelve-month period immediately preceding the date the leave begins, and work at a worksite with at least fifty (50) employees within a seventy-five mile radius.

### **Leave Year Designation**

Emerald uses a backward rolling year in accordance with applicable law in determining leave availability.

### **Type and Length of Family Leave**

#### OFLA:

A total of twelve (12) workweeks of leave under OFLA may be taken for one or more of the following purposes:

- “Parental Leave”: To care for a newborn child or a newly adopted or newly placed foster child under age eighteen (18), or adult "child" who is incapable of self-care because of a disability. This leave applies to each parent of the child. Parental Leave must be completed within twelve (12) months after birth or placement.
- “Family Member’s Leave”: To care for a family member with a serious health condition. For the purpose of this leave, "family member" includes an employee's spouse; same-sex domestic partner; biological, adoptive, stepchild, foster child (and any person with whom the employee has a loco parentis, i.e., in place of parents, relationship); parent (biological parent or an individual who stands or stood in loco parentis); parent-in-law; grandparent, and grandchild.
- “Employee’s Serious Health Condition Leave”: To recover from or seek treatment for a serious health condition that renders you unable to perform one or more of the essential functions of your regular position.
- “Sick Child Leave”: To care for your child if that child is suffering from an illness, injury, or condition that requires home care but is not a serious health condition. The availability of another family member to provide home care for the child will be considered by Company in determining whether you are eligible for this leave.

Eligible employees may also take up to fourteen (14) days of unpaid leave within any leave year to grieve, attend the funeral or funeral alternative, or make arrangements necessitated by the death of a family member as defined by OFLA (bereavement leave).

An eligible female employee may take an additional twelve (12) workweeks off within any leave year for any other OFLA leave if she took Employee’s Serious Health Condition Leave because pregnancy or childbirth disabled her from performing any available job offered to her by Company. Also, any eligible employee, male or female, who takes a full twelve (12) weeks of Parental Leave, may take up to an

additional twelve (12) weeks of Sick Child Leave within the one year period to provide home care to ill or injured children.

#### FMLA:

Under FMLA, a total of twelve (12) workweeks of leave may be taken for one or more of the following purposes:

- “Parental Leave”: To care for a newborn child or a newly adopted or newly placed foster child under age eighteen (18), or adult "child" who is incapable of self-care because of a disability. Spouses who are both employed by Company are limited to a combined total of twelve workweeks of Parental Leave. Parental Leave must be completed within twelve (12) months after birth or placement.
- “Family Member’s Leave”: To care for a family member with a serious health condition. For the purpose of this leave, "family member" includes an employee's spouse; biological, adoptive, stepchild, foster child (and any person with whom the employee has a loco parentis, i.e., in place of parents, relationship); or parent (biological parent or an individual who stands or stood in loco parentis).
- “Employee’s Serious Health Condition Leave”: To recover from or seek treatment for a serious health condition that renders you unable to perform one or more of the essential functions of your regular position.
- “Active Duty of Family Member Leave”: Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
- “Servicemember Family Leave”: To care for servicemember 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 incurred in the line of duty on active duty, and you are the service member’s spouse, son, daughter, parent, or next of kin.

An eligible employee may take up to a total of twenty six (26) workweeks for Servicemember Family Leave during the leave year. During a single twelve-month period, an eligible employee shall be entitled to a combined total of twenty six (26) workweeks for Servicemember Family Leave and other leave available under FMLA. In the event that both a husband, wife, and/or significant other are employees of Company, the aggregate number of workweeks of Servicemember Family Leave available to them is limited to twenty six (26) weeks during a single 12-month period.

#### **Intermittent leave and Concurrent Application**

In most circumstances under OFLA and FMLA, employees may take leave intermittently, which means taking leave in blocks of time or by reducing their normal weekly or daily work schedule. However, Parental Leave must be taken in one uninterrupted period, unless otherwise approve by Company. An exception is that Parental Leave needed to effectuate adoption or foster placement of the child need not be taken in one, uninterrupted period.

Leave taken under FMLA will count as OFLA leave provided the employee is also eligible for OFLA leave.

When two family members work for Company, the employees may not take concurrent Family Leave unless: (a) one employee needs to care for the other employee who is suffering from a serious health condition; or (b) one employee needs to care for a child who has a serious health condition while the other employee is also suffering a serious health condition.

### ***Benefits***

Family Leave is without payment of wages. However, you are required to utilize all accrued paid leave first, unless you are receiving disability pay.

Employees who are absent due to a serious on-the-job injury or health condition are eligible for workers' compensation benefits. Family Leave required by FMLA, but not OFLA, will run concurrently with a workers' compensation absence. OFLA will run concurrently if you refuse an offer of light duty or modified employment.

### ***Definition of Serious Health Condition***

"**Serious health condition**" has specific meanings under these laws. It means an illness, injury, impairment, or physical or mental condition that involves:

#### A. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of **incapacity** or subsequent treatment in connection with or consequent to such inpatient care.

#### B. Absence Plus Treatment

A period of incapacity of **more than three consecutive calendar days** (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

- **Treatment two or more times** by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; **or**
- **Treatment** by a health care provider on **at least one occasion** which results in a **regimen of continuing treatment** under the supervision of the health care provider.

#### C. Pregnancy

Any period of incapacity due to **pregnancy**, or for **prenatal care**.

#### D. Chronic Conditions Requiring Treatments

A chronic condition which:

- Requires **periodic visits** for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
- Continues over an **extended period of time** (including recurring episodes of a single underlying condition); and

- May cause **episodic** rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)

#### E. Permanent/Long-term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be **under the continuing supervision of, but need not be receiving active treatment by, a health care provider**. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

#### F. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive **multiple treatments** (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for **restorative surgery** after an accident or other injury, **or** for a condition that would likely result in a period of **incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment**, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

**"Incapacity"** means the inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom.

**"Treatment"** includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

A regimen of **"continuing treatment"** includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

#### **Requirements**

Request for Family Leave must be made in writing. If the need for the leave is known to you in advance, you must give thirty (30) days advance notice. In the case of foreseeable Active Duty of Family Member Leave, you must provide reasonable notice. Medical certification supporting the need for leave due to the serious health condition of an employee or immediate family member, or the need to provide home care to a child, may be required. However, medical verification will not be required to substantiate your need to be absent to provide "home care" for a child unless you are absent for this purpose more than three (3) workdays in a one year period.

You also may be required to provide second or third medical opinions (at Company's expense), periodic recertifications and fitness for duty reports, and weekly reports during leave regarding your status and intent to return to work.

When leave is needed to care for an immediate family member or the employee's own illness and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the Company's operation.

When an employee gives notice of Family Leave, Company shall give the employee specific information on what is required of the employee and what might occur in certain circumstances, such as if the employee fails to return to work after Family Leave.

Employees on leave must keep Company apprised of their anticipated date of return to work, changes in medical status, address or telephone number, and any other reporting obligations directed by Company. All employees who are either fully or partially released to return to work must report to Company upon receipt of the release. Company will generally require a release to return to work from an employee's treating physician before an employee will be allowed to return to work.

### ***Health Insurance***

Company will maintain group health insurance coverage for an employee on FMLA for a maximum of 12 weeks whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave. In some instances, Company may recover premiums they paid to maintain health coverage for an employee who fails to return to work from FMLA. If you qualify only for OFLA, the Company is not required to maintain your group health insurance coverage, but you may be eligible to maintain the insurance by self-pay.

### ***Reinstatement***

In order to have reinstatement rights when you are returning from Family Leave, you must request reinstatement promptly upon the expiration of leave. If you make a timely request for reinstatement and comply with other requirements under state and federal regulations, you shall be reinstated to your former position in accordance with applicable law. If you cannot be reinstated to your former position because that position no longer exists, you will be reinstated to an available equivalent position in accordance with applicable law. If there is not an available equivalent position, you must continue to submit written requests for extensions of your leave until a suitable job becomes available. Otherwise, Company will assume that you are no longer interested in employment and your employment will be terminated.

### **Personal Leave**

Normally, personal leaves of absence are not granted. If, on rare occasions, the circumstances warrant approval, an unpaid leave would be granted for not more than 30 days.

### **Oregon Paid Sick Leave**

Employees will begin to accrue sick leave on their first day of employment. Sick leave accrues at a rate of one hour of paid sick time for every thirty hours worked. Employees are limited to using only 40 hours of accrued sick time per year, regardless of how many hours of accrued sick time the employee has in their sick leave bank. Employees may carry over up to 40 hours of unused, accrued sick time from one calendar year to the next. If employment is terminated, and an employee is re-hired within 180 calendar days, the eligibility countdown will continue where the last day of previous employment ended. If an employee is re-hired after 180 calendar days, the eligibility countdown will restart upon the employee's first day of employment. Accrued but unused sick time will not be paid out upon termination.

After 90 calendar days of employment, Employees may request they take sick leave in increments as small as one hour, not to exceed Overtime. Sick leave may be used for an employee's own illness, injury or health condition, including preventive and diagnostic care; or for the care of certain family members as defined under the Oregon Family Leave Act and Federal Medical Leave Act.



Sick leave may also be used for the following situations relating to employee health and well-being:

- Domestic violence, harassment, sexual assault or stalking situations
- Business or school closure due to a public health emergency
- The death of an employee's family member as defined under the Oregon Family Leave Act

When the need to use sick leave is foreseeable (for example, a routine medical or dental appointment), employees must provide at least 10 days' written notice of their intent to take sick leave. When possible, employees must schedule appointments in a manner that does not unduly disrupt their job assignments.

When the need to use sick leave is not foreseeable (for example, a sudden illness or medical emergency), employees must give Emerald notice of their absence at least one hour prior to the start of their scheduled shift or workday, or as soon as practicable under the circumstances, by calling Emerald's sick leave line at 503-303-7011.

If an employee fails to provide appropriate notice as described above or fails to make a reasonable effort to schedule sick time in a manner that does not unduly disrupt business operations, Emerald may deny sick leave. Emerald may also require appropriate documentation when an employee uses sick time for more than three consecutive days, or when Emerald suspects that an employee is abusing sick time.

## Voting

Voting is an important responsibility we all assume as citizens. Under most circumstances, it is possible for employees to vote either before or after work. If not, please make arrangements with Emerald.

## Safety

Emerald Staffing, Inc. is committed to the promotion of safety and health in the work place. It is our intent to provide safe and healthy work environments for all staff and assigned employees.

**REMEMBER: In case of an emergency, call 911 !!**

As an employee of Emerald, you are required to watch the [Safety Video](#) in our office before officially starting your new assignment. We must have your signature, stating you have seen & understood this video.

Emerald Staffing will expect you to follow the safety guidelines imposed by Emerald, our clients and local, state and federal law. Please be aware of all safety precautions while on your assignment.

Follow any **OSHA guidelines** that are displayed at your job site. If you fail to comply with these procedures, it could result in termination and/or denial of Worker's Compensation benefits.

In the event you discover a workplace health and safety violation – please report immediately to John Burton, Jr. Reporting can be accomplished in the following manner: via phone call (503.212.0000), email: [johnjr@emeraldstaffing.com](mailto:johnjr@emeraldstaffing.com) or via our online reporting: [www.emeraldstaffing.com](http://www.emeraldstaffing.com) - Candidate Tab - Click on "Confidential Safety Reporting" Your safety is always our concern.

We encourage all employees to bring forward their suggestions and good ideas about how Emerald Staffing can be made a better and our service to customers enhanced. All suggestions are valued and listened to!

**Accident Reporting and Return to Work Procedure:**

If an employee is injured on the job, Emerald provides coverage and protection in accordance with the workers' compensation laws. When an injury is sustained while at work, no matter how minor, it must be reported immediately to the employee's supervisor or manager. Failure to timely report on the job injuries may result in disciplinary action, up to and including termination.

Our Early Return-to-Work program provides guidelines for returning you to work at the earliest possible date after you have suffered an on-the-job injury. The program is not intended as a substitute for reasonable accommodation when an injured employee also qualifies as an individual with a disability.

If you are injured on the job and your doctor determines that you are able to perform modified work, the organization will attempt to provide you with such a job until you are able to resume your regular duties, except where provided as an accommodation for a disability. All modified work is temporary. If you are offered a modified position that has been medically approved, failure to report to that job may affect time loss compensation. While participating in modified duty work, you are not to perform any job duties that do not meet your medical restrictions. If you think that you are being asked to work beyond your restrictions, you must immediately inform your supervisor.

An employee off work due to a job-related "compensable injury" (as defined by the Workers' Compensation statutes) who desires and is legally entitled to reinstatement or reemployment must request reinstatement in writing to his or her manager within seven (7) days of the date the employee's physician authorizes the employee to return to work. Failure to timely request reinstatement may result in loss of reinstatement rights. The employee must include in the request written certification from a duly licensed physician stating that the employee may return to work. The certificate must state that the employee is physically able to return to work and to perform the duties of the employee's former position. If the employee is not able to return to his or her former position, the doctor's certificate must indicate the employee's physical or other restrictions.