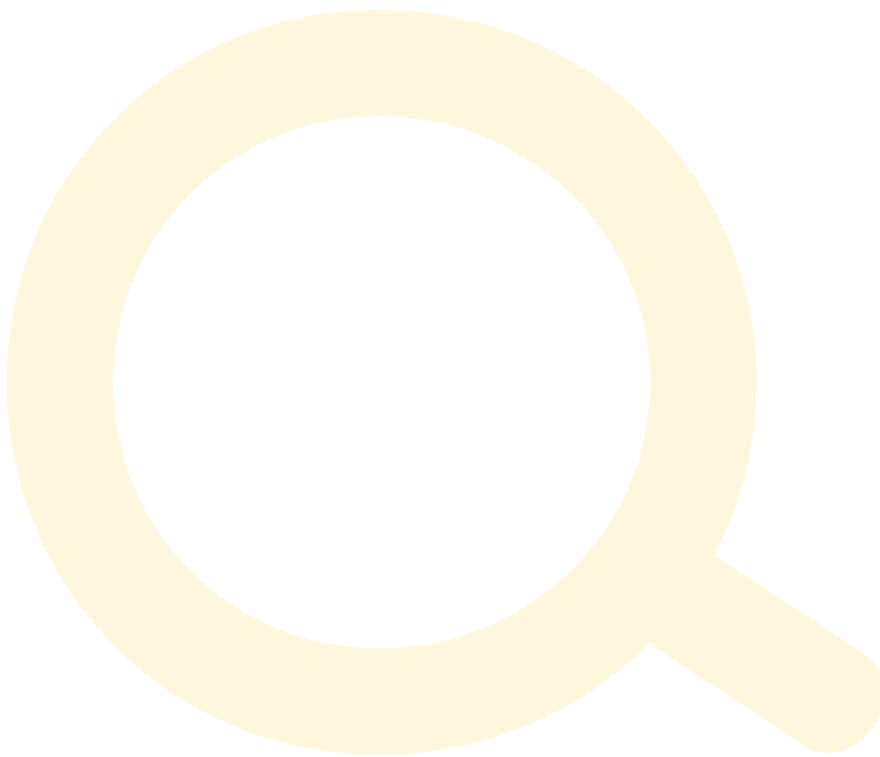




Employee Handbook (Field Employees)



Kinetic Personnel Group

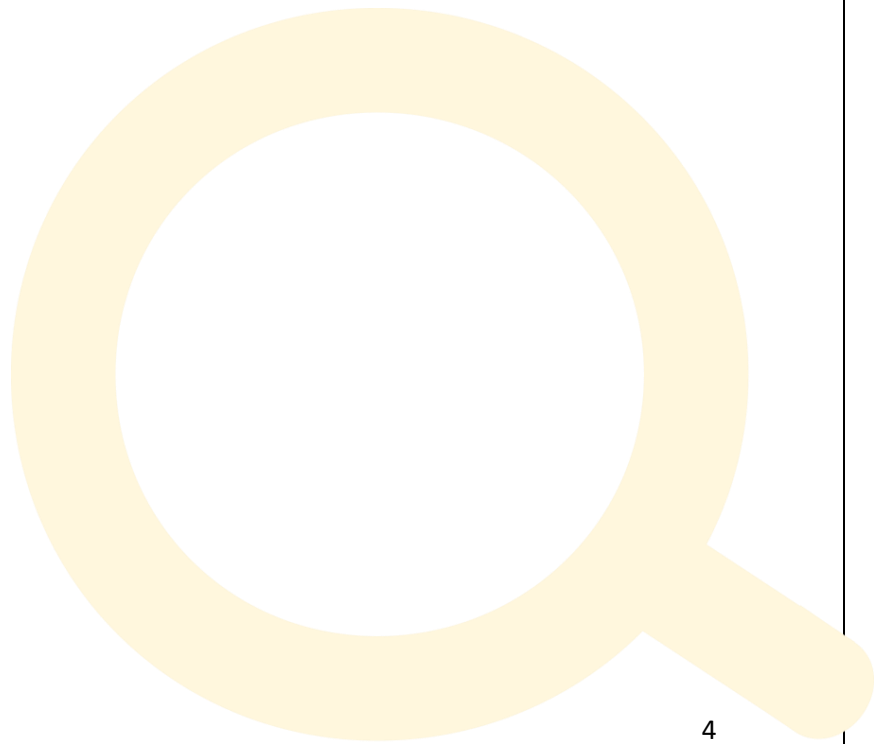
Employee Handbook (For Field Employees)

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WELCOME TO KINETIC PERSONNEL GROUP!

As an employee of Kinetic Personnel Group (hereby referred to as the "Company"), you are an important member of a team effort. We hope that you will find your position with the Company rewarding, challenging, and productive.

Because our success depends upon the dedication of our employees, we are highly selective in choosing new members of our team. We look to you and the other employees to contribute to the success of the Company.

This employee handbook is intended to explain the terms and conditions of employment of all full-time and part-time 'field' employees. 'Field' employees are those employees on assignment at our client company locations. Field assignments are temporary in nature and will end at the discretion of the client company.

This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. Your Staffing Manager will be happy to answer any questions you may have.

GENERAL INFORMATION

At-Will Employment

Company personnel are employed on an at-will basis. This means that at any time employees are free to resign, either with or without reason, and the Company may terminate you at any time, with or without reason, and with or without notice. Employees also may be demoted or disciplined, and the terms of their employment may be altered at any time, with or without cause, at the discretion of the Company. Nothing in this handbook shall limit the right to terminate at-will employment. Nothing contained in this Handbook or any other documents provided to employees is intended to be, nor should it be, construed as a guarantee that employment (or any benefit) will be continued for a specific time period. No manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the President of the Company has the authority to make any such an agreement, which is binding only if it is in writing, is signed by both the President and the Employee, and expresses a clear and unambiguous intent to alter the at-will nature of the employment relationship. Employees should ask Human Resources if they have any questions about their status as an employee at-will.

Right to Revise

This employee handbook contains the employment policies and practices of the Company in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

The Company reserves the right to make changes to this Handbook and to any employment policy, practice, work rule, or benefit, at any time without prior notice, except for any written arbitration agreement with an employee, which can only be changed in accordance with its express terms. Employees' at-will employment can only be changed as stated in the separate Employment At Will Employment Policy contained in this Handbook.

Any written changes to this handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook. Employees are responsible for knowing about and understanding those changes once they have been disseminated. The Company also reserves the right to interpret the provisions of this Handbook. For this reason, employees should check with Human Resources to obtain information regarding specific employment guidelines, practices, policies, or procedures.

This handbook sets forth the entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

Equal Opportunity Employer

Kinetic Personnel Group is an equal opportunity employer. We make employment decisions on the basis of merit. We want to have the best available person in every job. Company policy prohibits unlawful discrimination based on race and traits historically associated with race (including hair texture and protective hairstyles as defined in California Government Code section 12926), color, religion, religious creed (including religious dress and religious grooming practices), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (including transgender identity), gender expression (including transgender expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning, or is perceived to be transitioning), reproductive health decisionmaking, sex stereotyping, national origin, ancestry, citizenship, age (40 years and over), mental disability and physical disability (including HIV and AIDS), legally protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the California Fair Pay Act, requesting a reasonable accommodation on the basis of disability or bona fide religious belief or practice, or any other basis protected by local, state, or federal laws. Consistent with the law, the Company also makes reasonable accommodations for disabled applicants and employees; for pregnant employees who request an accommodation [with the advice of their health care providers] for pregnancy, childbirth, or related medical conditions; for employees who are victims of domestic violence, sexual assault, or stalking; and for applicants and employees based on their religious beliefs and practices.

The Company prohibits sexual harassment and the harassment of any individual on any of the other bases listed above. The Company also prohibits retaliation against a person who reports or assists in reporting suspected violations of this policy, cooperates in investigations or proceedings arising from a violation of this policy, or engages in other activities protected under this policy.

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the Company and prohibits unlawful discrimination by any employee of the Company, including supervisors and coworkers. This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and social and recreational programs. It is the responsibility of every manager and employee to conscientiously follow this policy. Any employee having any questions regarding this policy should discuss them with Human Resources.

If you believe you have been subjected to any form of unlawful discrimination, you must submit a written complaint to your Kinetic Personnel Group Staffing Manager/Recruiter. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. We will immediately undertake a thorough and objective investigation and attempt to resolve the situation.

If we determine that unlawful discrimination has occurred, we will work with our client company to ensure that effective remedial action is taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. The Company will not retaliate against you for filing a complaint and prohibits retaliation by management employees or your coworkers.

Use of the Interactive Process to Reasonably Accommodate Disabled Individuals

The Company is committed to principles of equal opportunity for all job applicants and employees. In keeping with this policy, it does not engage in unlawful discrimination based on any protected characteristic, including an individual's disability. The Company will make reasonable accommodations that are necessary to comply with the state and federal disability discrimination laws. This means that the company will make reasonable accommodations for the known physical and mental disability or known medical condition of an applicant or employee, consistent with its legal obligations to do so. The Company is not obligated to provide accommodation to applicants or employees where such accommodation would place an undue burden on the Company's operations.

As part of its commitment to make reasonable accommodations, the company also wishes to participate in a timely, good faith, interactive process with the disabled applicant or employee to determine effective reasonable accommodations, if any, that can be made in response to a request for accommodations. Applicants and employees are invited to identify reasonable accommodations that can be made to assist them to perform the essential functions of the position they seek or occupy. Applicants and employees should contact any Staffing Manager as soon as possible

to request the opportunity to participate in a timely interactive process. By working together in good faith, the Company will work in good faith to implement reasonable accommodations that are appropriate and consistent with its legal obligations.

Policy Against Unlawful Harassment, Discrimination, and Retaliation

The Company is committed to providing a work environment free of unlawful harassment, discrimination, and retaliation in accordance with applicable laws. This includes sexual harassment (which includes harassment based on sex, pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), as well as harassment, discrimination, and retaliation based on such factors as race and traits historically associated with race (including hair texture and protective hairstyles as defined in California Government Code section 12926), color, religion, religious creed (including religious dress and religious grooming practices), sex, national origin, ancestry, citizenship, age (40 years and older), mental disability and physical disability (including HIV and AIDS), legally-protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, gender, gender identity (including transgender identity), gender expression (including transgender expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning, or is perceived to be transitioning), reproductive health decisionmaking, sex stereotyping, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the California Fair Pay Act, requesting a reasonable accommodation on the basis of disability or bona fide religious belief or practice, or any other basis protected by federal, state, or local laws. As required by law, the Company's anti-harassment policy applies to coworkers and third parties, as well as supervisors and managers, with whom an employee comes into contact.

Harassment is generally defined as verbal, physical, or visual conduct that creates an intimidating, offensive, or hostile working environment, or that interferes with an employee's work performance, and that is based on a protected status. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and may include, but is not limited to, the following (when based upon an employee's protected status as noted above): slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone's "personal space," foul or obscene language, leering, stalking, staring, noises, unwanted or offensive letters or poems, offensive emails, texts, gifs, memes, or voicemail messages.

Sexually harassing conduct in particular may include all of these prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. Prohibited unlawful harassment includes, but is not limited to, the following behaviors/actions:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, or any other protected basis; and
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors.

All employees, independent contractors, interns, and volunteers of the Company must promptly report any incidents of harassment, discrimination, and retaliation so that the Company can take appropriate action. If you believe that you have been unlawfully harassed by a co-worker, third party, supervisor, or agent of the Company, you must submit a direct communication regarding your complaint, either orally or in writing, to any of the following persons: 1) your Kinetic Personnel Group Staffing Manager, 2) the Regional Vice President of Kinetic Personnel Group, 3) a Client Supervisor, or 4) a Client Personnel Administrator. The complaint should be submitted as soon as possible after the incident. Your complaint should include details of the incident or incidents, names of the individuals involved, and names of any witnesses. Supervisors and Staffing Managers will refer all harassment complaints to the appropriate personnel administrator, investigative officer, or the President of the Company.

Every reported complaint of harassment, discrimination, and retaliation is taken seriously by the Company. Every reported complaint, including allegations of misconduct, will be investigated thoroughly and promptly by impartial and qualified personnel. To the extent possible, the Company will keep discrimination complaints and investigations confidential.

The Company prohibits conduct severe enough to be unlawful. The Company's workplace conduct standards also prohibit conduct and comments which are not severe enough to violate state or local or federal law—but which are still inappropriate in the workplace. For example, the Company prohibits abusive conduct in the workplace—whether or not it is based on a protected category. As a result, the Company will take prompt, appropriate, and effective corrective action (e.g., remedial measures) any time it is established that discrimination, harassment, or retaliation in violation of this policy has occurred—whether or not such violation also violates the law. Any Kinetic Personnel Group employee determined by the Company to be responsible for harassment, discrimination, or retaliation will be subject to appropriate disciplinary action, up to, and including termination. A Company representative will promptly advise all parties concerned of the results of the investigation. The Company will not retaliate against you for filing a complaint or participating in a workplace investigation, and it will not tolerate or permit retaliation by management, employees or coworkers.

The Company encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. Employees should also be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest office is listed in the telephone book.

Workplace Bullying Policy

The purpose of this policy is to communicate to all employees, including supervisors, managers, and executives, that the Company will not in any instance tolerate bullying behavior. Kinetic Personnel Group defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical, or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment. Employees found in violation of this policy will be disciplined, up to and including termination.

Examples

Bullying may be intentional or unintentional. However, when an allegation of bullying is made, the intention of the alleged bully may be considered, but it is not the determining factor. As with instances of alleged sexual harassment, it is the effect of the behavior on the individual that is most relevant. The Company considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing, or maligning a person or his or her family; persistent name calling that is hurtful, insulting, or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault; damage to a person's work area or property.
- **Gesture bullying:** Nonverbal threatening gestures; glances that can convey threatening messages.
- **Exclusion:** Excessive and intentional social or physical exclusion in the workplace.

Open Door Policy

At some time, you may have a complaint, suggestion, or question about your assignment, your working conditions, or the treatment you are receiving. Your good-faith complaints, questions, and suggestions are of concern to us. We ask you to first discuss your concerns with your Kinetic Personnel Group Staffing Manager/Recruiter, following these steps:

- Within a week of the occurrence, bring the situation to the attention of your Kinetic Personnel Group Staffing Manager, who will then investigate and provide a solution or explanation;
- If the problem persists, you may describe it in writing and present it to the President of Kinetic Personnel Group, who will attempt to reach a final resolution.

This procedure, which we believe is important for both you and the Company, cannot guarantee that every problem will be resolved to your satisfaction. However, the Company values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

Personnel Files

Employees have a right to inspect or receive a copy of their personnel records that Kinetic Personnel Group maintains relating to performance or to any grievance concerning the employee. Certain documents may be excluded or redacted from a personnel file by law, and there are legal limitations on the number of requests that can be made.

Any request to inspect or copy personnel records must be made in writing to HR. You can obtain a form for making such a written request from HR. You may designate a representative to conduct the inspection of the record or receive a copy of the records. However, any designated representative must be authorized by you in writing to inspect or receive a copy of the records. Kinetic Personnel Group may take reasonable steps to verify the identity of any representative you have designated in writing to inspect or receive a copy of your personnel records.

The personnel records may be made available to you either at the place where you work or at a mutually agreeable location (with no loss of compensation for going to that location to inspect or copy the records). The personnel records will be made available no later than 30 calendar days from the date Kinetic Personnel Group receives your written request to inspect or copy your personnel records (unless you/your representative and Kinetic Personnel Group mutually agree in writing to a date beyond 30 calendar days but no later than 35 calendar days from receipt of the written request). Payroll records will be made available no later than 21 calendar days from the date Kinetic Personnel Group receives your written request to inspect or copy your personnel records (unless you/your representative and Kinetic Personnel Group mutually agree in writing to a date beyond 21 calendar days but no later than 26 calendar days from receipt of the written request).

Disclosure of personnel information to outside sources, other than your designated representative, will be limited. However, Kinetic Personnel Group will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

To ensure that the files are kept up to date, employees should inform HR of any changes such as name, address, phone number, marital status, emergency contact information, or changes in the number of dependents.

WAGE AND HOUR RULES

KEY TAKEAWAYS

- "OFF-THE-CLOCK WORK" IS STRICTLY PROHIBITED.
- THE COMPANY WILL PAY YOU FOR ALL TIME YOU ACTUALLY WORK. THUS, IT IS IMPORTANT THAT YOU ALWAYS ACCURATELY AND COMPLETELY REPORT ALL YOUR REGULAR AND OVERTIME HOURS WORKED AND CLOCK IN AND OUT FOR YOUR MEAL PERIODS SO YOU CAN BE PAID CORRECTLY.
- ALLOWING, ENCOURAGING, OR PRESSURING EMPLOYEES TO WORK OFF THE CLOCK OR FAIL TO TAKE MEAL BREAKS OR REST PERIODS IS ALSO STRICTLY FORBIDDEN.
- ALL OVERTIME MUST BE PREVIOUSLY AUTHORIZED BY A SUPERVISOR. EMPLOYEES WHO WORK OVERTIME WITHOUT APPROVAL WILL BE PAID FOR ALL HOURS WORKED BUT WILL BE SUBJECT TO DISCIPLINE. OVERTIME IS DICTATED BY BUSINESS NEED. ANYONE FOUND ABUSING OVERTIME WILL BE PAID FOR ALL HOURS WORKED, BUT WILL BE SUBJECT TO DISCIPLINE.
- NON-EXEMPT EMPLOYEES MUST TAKE A 10-MINUTE UNINTERRUPTED, OFF-DUTY REST PERIOD FOR EVERY 4 HOURS WORKED, OR MAJOR FRACTION THEREOF.
- NON-EXEMPT EMPLOYEES MUST TAKE AT LEAST A 30 MINUTE UNPAID, UNINTERRUPTED, OFF-DUTY MEAL PERIOD FOR EVERY 5 HOURS WORKED. YOU SHOULD AIM TO TAKE THIS BREAK WITHIN THE FIRST 4.5 HOURS OF YOUR SHIFT, BUT IN NO INSTANCE MAY YOU TAKE YOUR MEAL BREAK AFTER THE END OF YOUR FIFTH HOUR OF WORK. YOU ARE NOT PERMITTED TO STACK YOUR MEAL AND REST BREAKS TOGETHER.

- SUPERVISORS ARE RESPONSIBLE FOR MAKING MEAL BREAKS AND REST PERIODS AVAILABLE TO EMPLOYEES AND RELIEVING EMPLOYEES OF ALL DUTIES DURING THE DESIGNATED PERIOD. EMPLOYEES ARE RESPONSIBLE FOR REPORTING TO THEIR SUPERVISOR ANY MEAL BREAK THAT WAS NOT PROVIDED, THAT WAS TAKEN LATE (AFTER THE FIFTH HOUR OF WORK), OR THAT DID NOT LAST AT LEAST 30 MINUTES, AS WELL AS ANY REST BREAK NOT AUTHORIZED AND PERMITTED WHERE THE SUPERVISOR WOULD HAVE NO REASON TO OTHERWISE KNOW OF THIS FACT. NONCOMPLIANT MEAL AND REST BREAKS WILL RESULT IN PREMIUM PAY.
- REST AND MEAL PERIODS ARE LEGALLY REQUIRED FOR NON-EXEMPT EMPLOYEES AND ARE NOT OPTIONAL. FAILURE TO TAKE REST AND MEAL PERIODS IN ACCORDANCE WITH THIS POLICY IS GROUNDS FOR DISCIPLINE, UP TO AND INCLUDING TERMINATION OF EMPLOYMENT.
- EMPLOYEES WILL BE REIMBURSED FOR REASONABLE AND NECESSARY BUSINESS EXPENSES. YOU ARE RESPONSIBLE FOR SUBMITTING A REQUEST FOR REIMBURSEMENT TO THE COMPANY.
- EMPLOYEES WHO HAVE INCURRED BUSINESS EXPENSES MUST SUBMIT DOCUMENTATION TO THE COMPANY FOR REIMBURSEMENT.
- CHECK YOUR PAYSTUB REGULARLY. IF YOU OBSERVE AN ERROR OR SOMETHING MISSING, OR IF THERE IS SOMETHING YOU DO NOT UNDERSTAND, PLEASE REPORT IT IMMEDIATELY TO HR OR PAYROLL.
- THE COMPANY HAS A STRICT ANTI-RETALIATION POLICY FOR REPORTING SUCH COMPLAINTS.

Time Records

All non-exempt employees will clock in by the assigned Client method (paper timesheet, electronic timeclock or other assigned time keeping method) upon arrival at work, clock out for lunch, clock in after lunch and clock out when leaving work. Employees are required to record their actual time worked for payroll and benefit purposes. Altering, falsifying, and tampering with time records is prohibited and subject to corrective action, up to and including termination of employment. Any inaccuracies (missed punches, errors, etc.) must be reported in writing to your Staffing Manager at Kinetic Personnel Group immediately. All timesheets are due no later than by the close of business on Tuesday, following the last day worked for the pay period. Hourly employees are responsible for submitting timesheets weekly.

Employees are not allowed to work "off the clock." All work time must be accurately reported on your timecard. Working off the clock violates company policy. Therefore you must clock in before performing any work and you must not perform any work after clocking out. If you have clocked out at the end of the shift and you have additional work that cannot wait until the next day, and consistent with Kinetic Personnel Group's overtime policy described in this handbook, you must clock back in before resuming any work.

Employees are responsible for certifying the accuracy of all hours reported. Any discrepancy must be promptly reported to the Payroll Department. Completing another employee's timecard, allowing another employee to complete your time card, being unreachable while on the clock during working hours (except during designated meal and rest breaks), failure to report hours worked and/or falsifying time records may result in disciplinary action, including termination of employment.

All **Non-Exempt, Hourly** employees (eligible for overtime) will use the assigned Client method (paper timesheet, electronic time clock, etc.) to report the **total** number of hours worked **each day**, including overtime hours.

Exempt Salaried employees (not eligible for overtime pay) will not report hours worked, only hours off using the Requesting Time off procedure.

Punctuality and Attendance

Much of the success of any organization depends on all of the employees being "on time" and "on the job". Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees are expected to remain at work for their entire work schedule, except for meal and rest periods, when authorized to leave on authorized Company business, or due to the employee's reasonable belief that the workplace is unsafe because of an emergency condition. Excessive tardiness and/or habitual absences, or being unreachable while on the clock during working hours (except during designated meal and rest breaks) are causes for disciplinary action and can result in termination.

Occasional absences may be unavoidable because of illness, death in the family, the employee's reasonable belief that the workplace is unsafe, or other personal emergencies. You must call your Staffing Manager at Kinetic Personnel Group if you will be late or absent from an assignment. Call us even if you will be only a few minutes late! Our voicemail system is activated during non-business hours, so you can leave a message at any time. Any of the following circumstances may result in your being released from an assignment:

- You are late for work twice in the same week
- You are habitually late
- You fail to call us when you will be absent (This may be considered a voluntary quit for unemployment purposes unless there are extenuating circumstances)

If you are released from an assignment for Punctuality and Attendance, this may affect your ability to be placed on future assignments with Kinetic Personnel Group. Being released from an assignment does not mean you have been terminated from Kinetic Personnel Group, you may still be considered for future opportunities. This policy does not alter the at-will nature of your employment and does not entitle employees to any progressive discipline for failing to meet the Company's punctuality and attendance standards.

Should you fail to report to work for three (3) consecutive days and fail to notify the appropriate parties, it will be considered job abandonment (a voluntarily resignation).

Employee Classifications

At the time of hire, employees are classified as full-time, part-time, or temporary and are also classified as Exempt or Non-Exempt, which will determine if you qualify for overtime pay. If you have a question as to your job classification, please contact your manager or a Kinetic Personnel Group HR Representative.

- **Full-time:** An employee who works 30+ hours per week.
- **Part-time:** An employee who works fewer than 30 hours per week. Part-time employees are not eligible for benefits, except those mandated by law.
- **Exempt:** An employee who, because of their positional duties and responsibilities and level of decision-making authority, are Exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).
- **Non-Exempt:** An employee who is NOT exempt from the overtime provisions of the FLSA.

An employee's EXEMPT or NON-EXEMPT classification may be changed based on full-time/part-time status hours worked, job function, job duties and pay. *Please refer to Appendix, Section Benefits for more information.*

Paydays

The normal paydays are weekly on Fridays. If the normal payday should fall on a work holiday, payday will be the previous workday. It is every employee's responsibility to ensure their time is recorded accurately. Please inform your supervisor or payroll immediately if you have any missed punches or time entry errors. Employees are able to view time entries at the close of each pay period. Kinetic Personnel Group is committed to ensuring complete and accurate paystubs. If you believe there is an error in your pay, please report it immediately to your supervisor or to payroll.

Overtime

Only actual hours worked in a given workday or workweek can apply in calculating overtime. Kinetic Personnel Group will attempt to distribute overtime evenly and accommodate individual schedules. Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees. **All overtime work must be previously authorized by your Staffing Manager/Recruiter or by a Client Supervisor but will be paid regardless of whether it was previously authorized.** However, if you fail to obtain previous authorization, you may be disciplined for failure to do so. Kinetic Personnel Group provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

All hours worked in excess of 8 hours in one workday or 40 hours in one workweek will be treated as overtime. A standard workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Monday at 12:01 a.m. However, you may be assigned to a Client Company with an alternative work week.

Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one-and-one-half times the employee's regular rate of pay.

Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.

Rest Breaks

All non-exempt employees are entitled to periodic rest break periods during their workday. If you are a non-exempt employee, you will be paid for all such break periods. You are expected to take breaks according to the following schedule. You are expected to return to work promptly at the end of any rest break.

You must take the following minimum rest periods:

Number of Actual Hours Worked Per Shift	# of 10 Minute Rest Breaks	Comments
Fewer than 3.5	0	A non-exempt employee who works fewer than 3.5 hours in a workday is not entitled to a rest break.
3.5 to 6	1	A non-exempt employee who works between 3.5 and 6 hours in a workday is entitled to one 10-minute rest break.
More than 6.0 to 10.0	2	A non-exempt employee who works more than 6 hours in a workday but who does not work more than 10 hours in a workday is entitled to two 10-minute rest breaks.
More than 10.0 to 14.0	3	A non-exempt employee who works more than 10 hours in a workday but who does not work more than 14 hours in a workday is entitled to three 10-minute rest breaks.

Number of Rest Breaks / Permissible Activities

You will be authorized and permitted one (1) 10-minute rest break for every four (4) hours you work (or major fraction thereof, which is defined as any amount of time over two (2) hours). A rest break need not be authorized for employees whose total daily work time is fewer than three and one half (3.5) hours. Employees will be relieved of all duties during any rest break and are expected to turn off any work-related communication devices, including company phones, radios or pagers. There will be no control over your activities during your rest breaks. During your rest breaks, you are free to leave the premises and are free to come and go as you please. You are expected to return to work promptly at the end of any rest break. If any work is performed during a rest break, or if the rest break is interrupted for any work-related reason, the employee is entitled to another uninterrupted rest break. Employees are NOT permitted to take smoke breaks in addition to their 10-minute breaks.

If you work a shift from three and one-half (3.5) to six (6) hours in length you will be entitled to one (1) 10-minute rest break. If you work more than six (6) hours and up to ten (10) hours, you will be entitled to two (2) 10-minute rest breaks.

Timing of Rest Breaks

You are authorized and permitted to take a rest break in the middle of each four-hour work period, or major fraction thereof. You are not permitted to take your rest breaks at the end of your shift or stack your rest breaks and meal periods together.

Kinetic Personnel Group also provides cool down rest and recover periods as needed to prevent heat illness for employees who perform work outdoors as required under California law.

Meal Periods

All non-exempt employees will be provided an uninterrupted unpaid meal period of 30 minutes if you work more than five (5) hours in a workday. You must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. You are expected to turn off any work-related communication devices, including company cell phones, radios or pagers. During your meal period, you are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any meal period, and to clock in before returning to work.

If your total work period for the day is more than five hours per day but no more than six hours, you may waive the meal period. This cannot be done without the mutual consent of you and your supervisor. Kinetic Personnel Group requires a signed meal break waiver, which will be provided to you by HR. Signing such a waiver is entirely voluntary.

Timing of Meal Period

Your meal period will be provided no later than the end of your fifth hour of work. You should aim to take your meal period within the first 4.5 hours of your shift, but in no event should you take your meal break after your fifth hour of work. For example, if you begin work at 8:00 a.m., you should start your meal period by 12:30 a.m., and in no event should you start your meal period later than 12:59 a.m. (which is before the end of your fifth hour of work).

Second Meal Period

If you work more than 10 hours in a day, you will be provided a second, unpaid meal period of at least 30 minutes. Again, you must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. There will be no control over your activities during your meal period. During your meal period, you are free to leave the premises and are free to come and go as you please. You are expected to return to work promptly at the end of any meal period, and to clock in before beginning any work.

If your total work period for the day is more than 10 hours per day but no more than 12 hours, you may waive the second meal period if you did not waive your first meal period. This cannot be done without the written mutual consent of you and your supervisor. Kinetic Personnel Group requires a signed meal break waiver, which will be provided to you by HR. Signing such a waiver is entirely voluntary, and you may reject the meal period waiver at any time.

Timing of Second Meal Period

The second meal period will be provided no later than the end of your 10th hour of work. For example, if you begin work at 8:00 a.m., you must start your second meal period by 5:59 p.m. (which is before the end of your tenth hour of work).

You must take the following minimum meal periods:

Number of Actual Hours Worked Per Shift	# of 30 Minute Meal Periods	Comments
0 to 5.0	0	A non-exempt employee who does not work more than five hours in a workday is not provided with a meal period.
More than 5.0 to 10.0	1	A non-exempt employee who works more than five hours in a workday, but who does not work more than ten hours in a workday, is provided with a 30 minute meal period, which should be taken within the first 4.5 hours of work but in any event no later than the end of the fifth hour of work, subject to any meal period waiver in effect.
More than 10.0	2	A non-exempt employee who works more than ten hours in a workday is provided with a second 30 minute meal period available

		before working more than ten hours, subject to any meal period waiver in effect. The meal period waiver will be invalidated if the employee works more than 12 hours.
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Recording Meal Periods

Non-exempt employees must clock out for any meal period and record the start and end of the meal period. If for any reason you are not provided (scheduled) a meal period in accordance with our policy, or if you are in any way discouraged or impeded from taking your meal period or from taking the full amount of time allotted to you, please immediately notify HR.

Anytime you miss a meal period that was provided to you, work during any portion of a provided meal period, take a late meal period (after the end of your fifth hour of work), or take a meal period shorter than 30 minutes, you must report this to HR and document the reason for the missed meal period or time worked.

Noncompliant meal and rest periods will result in a premium payment of one hour of pay at the applicable legal rate for every missed break.

Rest and meal breaks are legally required for non-exempt employees and are not optional. Failure to take rest and meal breaks in accordance with this policy is grounds for discipline, up to and including termination of employment.

Reporting Time Pay

Kinetic Personnel Group will pay a non-exempt employee for one half (1/2) of the employee's regularly scheduled workday for shifts two (2) or more hours in length, with a minimum of two (2) hours pay and not to exceed four (4) hours pay, if the employee reports to work on a scheduled workday and there is no work available for him or her. Kinetic Personnel Group will not pay the employee for reporting to work if the interruption of work is due to the failure of any public utility, or is due to an act of God or other cause not within the Company's power to control.

Travel Time Pay

Some non-exempt positions within Kinetic Personnel Group require travel. If you are non-exempt and are required to travel in the course of conducting your work, you will be paid the following way:

- If you report to the workplace and then are required to travel to another site for the work day, travel time to the assigned workplace will be paid.
- When you are required to report to a site other than your regular work site, and you go directly to that site without first going to the regular workplace, the Company will pay travel time for any time in excess of your normal commute time to the regular site.
- If you are required to travel to a distant work place, you will be paid travel time in addition to time worked.
- Your travel hours are "hours worked" for the purposes of calculating overtime.

Business Expenses

Kinetic Personnel Group reimburses employees for all necessary business expenses incurred in the performance of regular work duties, including for reasonable business travel expenses incurred while on assignments away from the normal work location. Prior to incurring any business expense on behalf of the company, employees must read and comply with any and all expense policies and procedures issued by the Company. All expenses must be accounted for within the month occurred. Expense reports are to be submitted with biweekly timesheets and will be paid within 30 days. Each request must be fully itemized, including the amount, date, place, and essential character of the expense incurred. Expense claims received after the applicable cutoff date will be paid on the subsequent payroll run. If you have any questions about the Company's business expense policy, contact your supervisor or HR.

Please see Expense Reimbursement & Reporting Policy for additional information.

Direct Deposit / Wage Statements

For your convenience, Kinetic Personnel Group provides the service of depositing your pay directly into your bank account. Employees are invited to take advantage of this convenience. Please be sure your account information on file with the Company is always up to date. Contact the Company to change your account information.

Kinetic Personnel Group is committed to providing employees with complete and accurate wage statements in accordance with Labor Code sections 226 and 246. As such, all employees, whether they are paid via paper check or direct deposit, will receive the following information for each pay period:

- Kinetic Personnel Group name and address
- Employee name and last four digits of social security number or employee ID number
- Inclusive dates of pay period
- Gross wages earned
- Net Wages Earned
- All applicable hourly rates and corresponding hours worked at each rate
- Total hours
- Piece rate (if applicable)
- Itemized deductions (please see "Pay Deductions" for more information)
- Available sick leave balance

For employees on Direct Deposit, this information is available for you to view and print on the Kinetic Personnel Group portal page. Please reach out to HR to request paper copies of your wage statements.

If you have any questions about the information contained in or accuracy of your wage statement, please contact HR.

Pay Deductions

Kinetic Personnel Group makes 3 types of deductions from your pay: Federal and State taxes and mandatory contributions (e.g., CalSavers), as required by law, deductions you have authorized yourself such as payment of benefits or repayment of an advance, and deductions required by a third party as a result of a levy, tax lien, child support payments and/or any other type of wage garnishment. Federal, State, and local (where applicable) taxes are withheld according to the amounts and guidelines set forth by the applicable government agencies. The amounts vary based on your state of residence, your earnings, marital status, and the number of dependents. Amounts of the various deductions are shown on your paycheck stub. If you have any questions, please contact HR.

Deductions for Exempt Employees

Employees paid on a "salary basis" regularly receive a predetermined amount of compensation each pay period. Subject to the exceptions listed below, exempt employees will receive full salary for any workweek in which they perform any work, regardless of the number of days or hours worked. Exempt employees may not be paid for any workweek in which they perform no work, subject to Company's benefits programs and policies.

No deductions from salary may be made for time when work is not available, provided the exempt employee is ready, willing, and able to work. Deductions from pay are permissible when an exempt employee:

- Is absent from work for one or more full days for personal reasons other than sickness or disability;
- Is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing full compensation for salary lost due to illness and the employee has exhausted his or her leave under this policy;
- Is absent for jury duty or military duty for a full week and performs no work during the week;
- Works less than a full week during the initial or final week of employment; or
- Partial day deductions from available accrued vacation or sick leave balances will also be made by the Company when applicable.

It is Company policy to comply with these salary basis requirements. Therefore, Kinetic Personnel Group prohibits all managers from making any improper deductions from the salaries of exempt employees. Kinetic Personnel Group wants employees to be aware of this policy and know that it does not allow deductions that violate federal or state law.

If you believe that an improper deduction from your salary has been made, you should immediately report this information to your direct supervisor, or to HR, and it will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

Payroll Safe Harbor

Every effort is made for your pay check to be 100% accurate. If you discover any error with your paycheck bring it to the attention of Payroll as soon as you become aware of it so it may be promptly corrected. You may do so in person, by phone or email to Payroll or HR.

STANDARDS OF CONDUCT

Prohibited Conduct

The following conduct is prohibited and will not be tolerated by the Company. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and the Company's operations also may be prohibited.

- Falsifying employment records, employment information, or other Company records;
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's;
- Theft and deliberate or careless damage or destruction of any Company property, or the property of any employee or customer;
- Removing or borrowing Company property without prior authorization;
- Unauthorized use of Company equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on Company property;
- Participating in horseplay or practical jokes on Company time or on Company premises;
- Carrying firearms or any other dangerous weapons on Company premises at any time;
- Engaging in criminal conduct whether or not related to job performance;
- Causing, creating, or participating in a disruption of any kind during working hours on Company property;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management;
- Using abusive language at any time on Company premises;
- Failing to notify a supervisor when unable to report to work;
- Failing to obtain permission to leave work for any reason during normal working hours;
- Failing to observe working schedules, including rest and lunch periods;
- Failing to provide a physician's certificate when requested or required to do so;
- Sleeping or malingering on the job;
- Making or accepting personal telephone calls of more than three minutes in duration during working hours, except in cases of emergency;
- Working overtime without authorization or refusing to work assigned overtime;
- Wearing disturbing, unprofessional or inappropriate styles of dress or hair while working;
- Violating any safety, health, security or Company policy, rule, or procedure;
- Committing a fraudulent act or a breach of trust under any circumstances; and
- Committing of or involvement in any act of unlawful harassment of another individual.
- Working under the influence of or possessing alcohol or illegal drugs, including marijuana;
- Possessing, manufacturing, distributing, selling, transferring, or using alcohol or illegal drugs, including marijuana, in the workplace, while on duty, or while operating Company-owned vehicles or equipment

This statement of prohibited conduct does not alter the Company's policy of at-will employment. Either you or the Company remain free to terminate the employment relationship at any time, with or without reason or advance notice.

Use of Client Computers

Client computers must never be used for anything but client business. You are prohibited from engaging in any of the following activities on client computers:

- Internet surfing unrelated to work purposes
- Sending or receiving personal or potentially offensive e-mail
- Playing computer games
- Personal correspondence or projects
- Loading or unloading software

Employees should be especially careful about what they send via e-mail. E-mail does not carry the same right to privacy that is provided by the US Postal Service. Our clients may choose to monitor the content of your e-mail transmissions.

Off-Duty Conduct

While the Company does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Company's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company's or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the Company's legitimate business interests or the employee's ability to perform his or her assignment will not be tolerated.

Drug and Alcohol Abuse

Kinetic Personnel Group is committed to maintaining a drug-free workplace. We consider drug and alcohol use to be detrimental to a safe and efficient workplace. Employees who are under the influence of a drug or alcohol on the job compromise the Company's interests and endanger their own health and safety and the health and safety of others. Substance abuse in the workplace can also cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, and inferior quality in products or service. At no time shall any employee be under the influence of any controlled drug or alcohol while on the job, including but not limited to marijuana (with, or without, prescription).

For purposes of this Policy:

- (1) "Illegal drugs or other controlled substances" means any drug or substance that (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained; or (c) has been legally obtained but is being sold or distributed unlawfully.
- (2) "Legal drug" means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.
- (3) "Abuse of any legal drug" means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.
- (4) "Reasonable suspicion" includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.
- (5) "Possession" means that an employee has the substance on his or her person or otherwise under his or her control.

The prohibitions of this section apply whenever the interests of the Company, or a client company, may be adversely affected, including any time an employee is:

- (1) On Company/ client company, premises;
- (2) Conducting or performing Company/client company business, regardless of location;
- (3) Operating or responsible for the operation, custody, or care of Company/client company equipment or other property; or
- (4) Responsible for the safety of others in connection with, or while performing, Company/client company-related business.

The following acts are prohibited and will subject an employee to discharge:

- (1) The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol, or being under the influence of alcohol from unauthorized consumption.
- (2) The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance, or being under the influence of any illegal drug or other controlled substance.
- (3) The abuse of any legal drug
- (4) The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law; or
- (5) Working while impaired by the use of a legal drug whenever such impairment might:
 - a. Endanger the safety of the employee or some other person;
 - b. Pose a risk of significant damage to Company/client company property or equipment; or
 - c. Substantially interfere with the employee's job performance or the efficient operation of the Company/client company's business or equipment.

The Company recognizes that employees may, from time to time, be prescribed legal drugs that, when taken as prescribed or according to the manufacturer's instructions, may result in impairment. Employees may not work while

impaired by the use of legal drugs if the impairment might endanger the employee or someone else, pose a risk of significant damage to Company property, or substantially interfere with the employee's job performance. If an employee is so impaired by the appropriate use of legal drugs, he or she may not report to work. To accommodate the absence, the employee may use accrued leave time. The employee may also contact Human Resources to determine whether or not he or she qualifies for an unpaid leave of absence, such as family care or medical leave. Nothing in this Policy is intended to sanction the use of accrued leave time to accommodate absences due to the abuse of legal drugs. Further, nothing in this Policy is intended to diminish the Company's commitment to employ and reasonably accommodate qualified disabled individuals. The Company will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability.

A client may ask you to submit to drug screening prior to the new work engagement. If this occurs, your Staffing Manager will direct you to an appropriate medical facility for testing. Employees who incur a work-related injury may be required to submit to drug screening.

Drug and Alcohol Testing

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs or other unauthorized mind-altering or intoxicating substances while on company property (including parking areas and grounds) or while otherwise performing their work duties away from the company's premises. Included within this prohibition are lawful controlled substances, which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work (including cannabis/marijuana, regardless of prescription) and from having excessive amounts of otherwise lawful controlled substances in their systems. This policy does not apply to the authorized dispensation, distribution, or possession of legal drugs where such activity is a necessary part of an employee's assigned duties. However, in accordance with applicable law, the Company will not discriminate against employees based on their use of cannabis off the job and away from the workplace. In no case may any employee use or possess cannabis at work or during work time or work while impaired.

All employees are prohibited from distributing, dispensing, possessing, or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with employees' ability to perform the essential functions of their jobs.

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

Who May Be Tested?

Applicants may be tested after they receive a conditional offer of employment from the company. Additionally, employees may be required to submit to drug or alcohol screening whenever the company has a reasonable suspicion that an employee has violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation of actions that reflect that the employee is impaired or under the influence, co-worker reports or complaints regarding impairment or an employee being under the influence, results of drug searches or other detection methods, or involvement in a work-related injury or accident. Additionally, employees in safety sensitive positions may be tested on a random or periodic basis. Drug testing of non-construction employees will not screen for non-psychoactive cannabis metabolites, in accordance with applicable law.

Enforcement & Discipline

To enforce this policy, the company may investigate potential violations and require employees to undergo drug or alcohol screening, including urinalysis, blood tests, or other appropriate tests. Where appropriate, the company may search of all areas of the company's physical premises, including personal articles, employees' clothes, desks, work stations, lockers, and personal and company vehicles. Employees who refuse to cooperate with searches or investigations, submit to screening, or fail to execute consent forms when required by the company will be subject to disciplinary action up to and including termination of employment.

Investigations & Searches

When a manager or supervisor has reasonable suspicion that an employee has violated this policy, the supervisor or his or her designee may inspect vehicles, lockers, work areas, desks, purses, briefcases, backpacks and other locations or articles without prior notice to ensure a work environment free of prohibited substances. Employees may be asked

to be present and remove a personal lock from a locker or locked container. A locked locker or container does not prevent the Company from searching such article. Employees therefore should have no expectation of privacy for personal belongings brought onto company premises and locked in a locker or locked container. When an employee is not present or refuses to remove a personal lock, the company may do so for the employee, and compensate the employee for the lock.

All employees who test positive in a confirmed substance test will be subject to disciplinary action, up to and including termination.

Completion of Assignment

Kinetic Personnel Group offers a variety of assignment opportunities varying in duration. All assignments follow our At-Will policy. If you are released from an assignment and/or leave an assignment voluntarily, you may be considered for future opportunities; it does not mean you have been terminated from Kinetic Personnel Group. However, if a new assignment has not been found within thirty (30) days of the end of the last assignment, employees will be effectively terminated as of the last date of active employment and will need to reapply for new employment. This policy does not affect the carryover of paid sick leave which carries over if the employee is rehired within twelve (12) months of the last active date of employment.

Operation of Motor Vehicles

Employees are strictly prohibited from driving a motor vehicle during the course of employment with Kinetic Personnel Group unless they have been specifically approved to do so. This restriction applies to all vehicles, not just an employee's personal vehicle. Driving approvals are issued by Kinetic Personnel Group management and must be in writing. The employee must agree to have his or her driving history checked and must submit proof of insurance before an approval will be granted.

If a client asks you to drive a vehicle other than your own during the course of your assignment, you must not drive that vehicle until you have received approval from your Kinetic Personnel Group Staffing Manager.

Prohibited Use of Cell Phone

The use of personal cell phones are prohibited during working hours unless in an emergency, defined as (1) conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite; or (2) an order to evacuate a workplace, a worksite, an Employee's home, or the school of an Employee's child, caused by natural disaster or a criminal act. Under no circumstances should an employee place calls, receive calls, send, receive and/or read text messages on Company time unless there is an emergency that must be reported or handled. Personal cell phones are not required for work, and if a cell phone is needed, a Company cell phone will be issued. Employees should not use text messaging for work communication purposes.

Dress Policy

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Clothing should be neat, clean and tasteful. Avoid clothing that can create a safety hazard. Client supervisors may issue more specific guidelines.

- **Grooming:** General appearance must be neat and clean. Clothing and hairstyles must be suitable for business. Hair shall be clean and neatly styled. Beards and mustaches must be neatly trimmed.
- **Acceptable attire:**
 - Button down and/or collared shirts, blouses or other 'dress' shirts
 - Dresses and skirts
 - Slacks, 'Dockers' style cotton twill slacks, typical dress slacks
 - 'Polo' style shirts, knit shirts
- **Unacceptable attire:**
 - Excessively short or baggy shirts, pants, dresses, or skirts
 - Jeans
 - Lycra / spandex shirts or pants
 - Shorts
 - Sweatshirts, sweatpants, or jogging suits

- T-shirts or tank tops, including midriff shirts, halter tops, spaghetti straps, and see-through shirts
- **Miscellaneous:**
- Nails: Must be kept clean, well-manicured and of a moderate length.
- Footwear: Must be appropriate for a professional business setting. Tennis shoes and sandals are not deemed appropriate unless approved by a client supervisor.
- Accessories: Jewelry, such as earrings, necklaces and rings may be worn if they are appropriate for a business setting.
- Body Piercings: Earrings may only be worn in the earlobes and are limited to two per lobe. Piercings may not be visible on any other body part (nose, tongue, eyebrow, etc.).
- Tattoos: Cannot be visible or exposed on any part of the body not covered by clothing.
- Hats: Unacceptable, except for those who cover their heads to comply with religious practices.

Confidentiality

Each employee is responsible for safeguarding the confidential information obtained during employment. In the course of your work, you may have access to confidential information regarding the client, its suppliers, its customers, or perhaps even fellow employees. You must not reveal or divulge of any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and employees will be disciplined; further, legal action may be taken by the Company against any employee who violates this policy.

Business Conduct and Ethics

No employee may accept a gift or gratuity from any client, vendor, supplier, or other person doing business with the Company because doing so may give the appearance of influencing business decisions, transactions or service. Please discuss expenses paid by such persons for business meals or trips with the Company in advance.

Co-Worker Relationships

It is the Company's policy not to discriminate against an individual because of that person's marital status or because the individual may be related to another Company employee. However, if such a relationship arises, the employees involved should immediately inform Human Resources of the circumstances. The Company reserves the right to take appropriate action if, in the Company's sole discretion, such relationships interfere with safety, security, or morale at the Company. There are two situations in which the Company may take an employee's relationship with another employee into account:

- a. An employee cannot be in a supervisory relationship with another employee who is a Relative or to whom the employee is married. In addition, supervisors should avoid real or apparent opportunities for favoritism or conflicts of interest regarding the employment of Relatives. For purposes of this policy, a "Relative" is defined as any family member, including but not limited to, an employee's spouse, domestic partner, sibling, parent, child, cousin, grandparent, grandchild, and step-family.
- b. A supervisor should not date or otherwise form special social relationships with Company employees that could result in real or apparent opportunities for favoritism or conflicts of interest. In addition, no supervisor should date or form special social relationships with someone directly under their supervision. However, if such a relationship exists or develops, the supervisor must advise Human Resources of the relationship so that appropriate measures can be taken to avoid real or apparent favoritism or conflicts of interest.

In addition, all employees are expected to treat each other in a professional and courteous manner. It is important that we respect each other's talents and differences and that when issues arise, we approach them in a constructive manner and treat each other as we would want to be treated.

Housekeeping

All employees are expected to keep their work areas clean and organized. Employees using common areas such as lunchrooms, locker rooms, and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

Personal Items

In order to ensure that the Company can manage its business effectively and so that employees can work safely and effectively while on job assignments at client companies, employees are expected to refrain from taking personal items of value with them to job assignments. If an employee finds that he or she does not have the appropriate accommodations to accomplish an assigned task, he or she should contact his or her Staffing Manager at Kinetic Personnel Group and request further accommodations. Personal items that employees take with them to job assignments in violation of this policy may be discarded when the employee's job assignment ends without the employee's consent and without compensation to the employee for replacement items.

Parking

Employees may park their vehicles in designated areas, if space permits. If space is unavailable, employees must park in permissible public areas in the vicinity of the client property. Employees may not use parking areas specifically designated for customers, vendors, company vehicles, or reserved for managers. Kinetic Personnel Group and its client companies are not responsible for any loss or damage to employee vehicles or contents while parked on client property.

Solicitation and Distribution of Literature

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed. Working time is defined below.

No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activities are directed.

"Working time" includes the working time of both the employee doing the soliciting and distributing and the employee to whom the soliciting or distributing is being directed. Working time does not include break periods, meal periods, or any other specified periods during the workday when employees are properly not engaged in performing their work tasks.

Conducting Personal Business

Employees are to conduct only Company business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

Use of Client Exercise Facilities

Employees are not permitted to use client exercise facilities without written authorization from Kinetic Personnel Group.

EMPLOYEE BENEFITS

Paid Holidays

- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

To qualify, you must have accumulated 1,500 work hours within the preceding 52 weeks to the holiday. You must also work for at least 38 hours in both the week before and the week after the holiday. Maximum holiday pay is 8 hours times your regular pay rate.

Performance Bonus

Employees may be eligible for discretionary bonuses based on performance. Your supervisor or the Company will inform you if you have been awarded a discretionary bonus.

Paid Sick Days

The Company provides paid sick days to eligible employees to protect them against financial losses that would otherwise result from an unavoidable absence from work. Eligible employees include any type of employee who works 30 or more

days within one year from the commencement of employment. This policy excludes those categories of employees that are specifically excluded from the definition of "employee" under California Labor Code section 245.5(a)(1)-(4).

Eligible employees will accrue paid sick days at a rate of one hour for every 30 hours worked. Employees shall be entitled to use paid sick days beginning on the 90th day of employment, after which day employees may use accrued sick days as they are accrued. The minimum increment for use of paid sick leave shall be two hours. An employee who is exempt from overtime requirements as an administrative, executive, or professional employee under a wage order of the Industrial Welfare Commission, shall accrue paid sick days based on a 40-hour work week unless the employee's normal workweek is less than 40 hours, in which case the employee shall accrue paid sick days based upon that normal workweek.

Each employee's use of paid sick days is limited to 40 hours or five days (whichever is greater) in each year of employment. Each employee's total accrual of sick days is capped at 80 hours. Unused accrued paid sick days will carry over to the following year of employment. However, employees will not be paid for unused sick days upon termination, resignation, retirement, or other separation from employment with the Company. If an employee separates from Company and is rehired by Company within one year from the date of separation, previously accrued and unused paid sick days shall be reinstated, and the employee shall be entitled to accrue additional paid sick days immediately upon rehiring.

Employees may use their accrued paid sick days to take paid time off for preventable care or diagnosis, care, or treatment of the employee's illness, injury, or health condition, or that of a family member which includes a child, spouse, parent, registered domestic partner, grandparent, grandchild, sibling, legal guardian, ward, or a person designated by the employee. An employee is entitled to designate a single individual once every 12 months with Human Resources for purposes of exercising leave under this policy.

An employee who is a victim of domestic violence may use paid sick days to: (1) to seek medical attention for injuries caused by domestic violence, sexual assault, or stalking; (2) to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; (3) to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and (4) to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

An employee who is unable to report to work due to a personal or qualified family member's illness or injury must give his or her Staffing Manager at Kinetic Personnel Group and or their direct supervisor at the Client Company where they are assigned reasonable advance notice of his or her intention to take time off, unless the advance notice is not feasible. If an employee becomes sick during the day, the employee's Staffing Manager and or their direct supervisor at the Client Company where they are assigned must be notified before the employee leaves the work site, unless it is not possible to do so. Where notice cannot be given before leaving the work site, employees shall provide notice of the need to leave as soon as practicable. Failure to follow these procedures will result in treatment of the day as an unexcused absence and may result in disciplinary action, up to and including termination.

Leave under this policy may run concurrently with leave taken under other applicable policies as well as under local, state, or federal law, including leave taken pursuant to the California Family Rights Act (CFRA) or the Family and Medical Leave Act (FMLA). When an employee is on leave pursuant to the Family and Medical Leave Act (FMLA), paid sick leave or paid annual/vacation leave must be used initially as part of the FMLA leave.

- The Company considers use of paid sick days for purposes other than those explicitly outlined in this policy to be a violation of this Company policy. A violation of this policy or any of its provisions may result in disciplinary action, up to and including termination of employment.
- An employee who has a sick leave absence in excess of three consecutive workdays must present medical documentation for the absence.
- If an employee's accrued sick leave is exhausted under this policy, annual leave will be used in its place. Once both sick leave and annual leave have been exhausted, an employee must contact his or her Staffing Manager and/or direct supervisor. If the employee needs more leave than is available under this policy, he or she may be advised to apply for leave covered by FMLA or CFRA. Unpaid sick

leave may be granted at the discretion of the Company on a case-by-case basis. Unexcused absences from work may result in disciplinary action, up to and including termination.

Lactation Accommodation Policy

Employees who are breastfeeding mothers are entitled to accommodation if the mother who wishes to express milk during her workday when separated from her newborn child. Such employees should be provided a lactation room within a close distance to the employee's work area. The room shall: be shielded from view and free from intrusion; be safe, clean and free of toxic or hazardous materials; contain a surface to place a breast pump and other personal items; contain seating; and have access to electricity. Such employees should also be provided access to a sink with running water and a refrigerator suitable for storing breast milk close to their workspace. Employees who are not provided with such accommodations must notify their Kinetic Personnel Group Staffing Manager in writing immediately.

Workers Compensation

We provide insurance coverage for employees in case of work-related injury in accordance with state law. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to your supervisor;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to your Kinetic Personnel Group Staffing Manager; and
- Provide the Company with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to his or her same position held at the time the leave began, or to an equivalent position. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the Company's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on his or her qualifications for existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of a physical or mental disability, the Company's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act. An employee who is returning to work and believes he or she will require an accommodation or accommodations in order to perform his or her essential job functions should contact any Staffing Manager as soon as possible to request the opportunity to participate in a timely interactive process.

The law requires the Company to notify the workers' compensation Insurance Company of any concerns of false or fraudulent claims. Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. A violation of this law is punishable by imprisonment for one to five years, or by a fine not exceeding \$50,000 or double the value of the fraud, whichever is greater, or both. Additional civil penalties may also apply.

EMPLOYEE SAFETY

All employees have the following rights under State and Federal law:

The right to be advised of occupational safety and health hazards and receive training on safe work conditions, practices and personal protective equipment. The right to request safety information or make safety suggestions without fear of reprisal.

Our goal is to ensure that our client companies provide a safe workplace for our employees. Pursuant to this goal, all employees have a duty to comply with the following requirements:

Comply with working conditions, safe work practices and personal protective equipment requirements for your job. Report all unsafe conditions to your supervisor immediately.

If assigned to a client location, report any change in job assignment to your Kinetic Personnel Group Staffing Manager immediately. (Example: Assume that you are a receptionist assigned to a client location. Assume further that your client supervisor asks you to spend the day moving heavy 40 pound file boxes. In this situation you should call us immediately!)

We sincerely hope you are never injured, but if you are injured, we want you to have the best medical care possible. At Kinetic Personnel Group, nothing constitutes a greater emergency than when an employee is injured. Please help us to do our job by reporting job related injury or illness, no matter how minor, immediately. Report the accident even if medical treatment is not necessary. We will respond appropriately according to the severity of the illness and injury. We'll also send you an Employee's Claim Form (DWC-1) for Workers Compensation Benefits, which you should complete and return to us within three (3) days.

Safety Policy

Accident prevention is considered to be of primary importance in all phases of our operation and administration. We intend to provide safe and healthy working conditions for all employees, and we insist upon safe practices at all times.

Federal and State Occupational Safety and Health Acts and good safety practice requires that all employers provide safe and healthful working conditions for all of their employees. This requirement is especially difficult for a temporary help service, as we have little control over the facilities where the majority of our employees work. However, we have an obligation to ourselves, to our employees, and to our customers to ensure that the work assigned by our customers to our employees is free of unsafe working conditions and/or hazards.

In order to meet these obligations, we ask that you advise us of potential safety hazards that you may observe at our client company locations. Our primary goal is to achieve the greatest degree of freedom from accidents and to ensure that every employee is provided a safe and healthy working environment, free from recognized hazards.

Additionally, in compliance with California law, the Company maintains an Injury and Illness Prevention Program. A copy of the Company's Injury and Illness Prevention Program is available to all employees, and all employees are required to read it and adhere to all safety policies.

Employee Responsibilities

Every employee is responsible for complying with safety rules, postings, and instructions. Follow the safety regulations that have been established, some of which have been listed below, to protect you and your fellow workers.

1. Familiarize yourself with all Company and/or site safety materials, including the Injury and Illness Prevention Plan, Emergency Action Plan, and all other safety posters and materials.
2. Check for updates on safety policies, forms and procedures.
3. Report all injuries or unsafe practices to your supervisor.
4. Report any hazards or unsafe conditions to your supervisor. You may report any hazards, unsafe conditions, or practices anonymously to HR.
5. Ask your supervisor the safe procedure for performing a task, if you are not certain.
6. Use the safeguards provided; never remove safety signs or guards.
7. Do not run or participate in horseplay in the office or workplace.
8. Know the location of fire exits, alarm boxes, and firefighting equipment in your department.
9. Keep all aisles, walkways, and passageways clear.
10. Use fire-fighting equipment only for fighting fire, unless your supervisor grants special permission.
11. Do not use makeshift ladders. Use the proper ladder for the job and set it securely.
11. Correctly lift heavy objects, keep your back straight, and use your leg muscles. Request help if needed.
12. Call your supervisor for electrical repairs; do not attempt to do them yourself.
13. Be sure your workspace is set-up in an ergonomically correct manner.

Job Assignments

You will be given a job description each time you are given a job assignment at one of our client companies. Call us immediately if, in the course of your assignment, that job description should change.

Each individual employee needs to know and understand the following:

No employee is expected to undertake a job until he or she has received instructions on how to do it properly and has been authorized to perform that job.

No employee should undertake a job that appears to be unsafe or use chemicals without understanding their toxic properties.

Mechanical safeguards must be in place and kept in place.

We expect you to report to us all unsafe conditions encountered during your work.

Any injury or illness suffered by our employees, even a slight one, must be reported to your Kinetic Personnel Group Staffing Manager.

Security

Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to your supervisor or security personnel. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of our client facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

LEAVES OF ABSENCE

Family and Medical Leaves ("FMLA" and "CFRA")

1. Eligibility Conditions

State and federal family and medical leave laws provide up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- The employee has been employed for at least 12 months;
- The employee has worked at least 1,250 hours of service during the previous 12-month period immediately before the leave would begin; and
- For FMLA purposes, the employee worked within a 75-mile radius of 50 or more employees of the organization.

Leave may be taken for one or more of the following reasons:

- The birth of the employee's child;
- The placement of a child with the employee for adoption or foster care;
- To care for an immediate family member (spouse; registered domestic partner; child, whether biological, adopted, foster, step child, legal ward, domestic partner's child, or person to whom the employee legally stands in place of the parent); parent; parent-in-law, including of registered domestic partner; sibling, including adopted and step-siblings; grandparent; grandchild; or a designated person* who related to the employee by blood or is the equivalent of a family member) with a serious health condition; or
- For a qualifying exigency arising out of a spouse's, son's, daughter's, or parent's active duty or notification of an impending call or order to active duty in the Armed Forces in support of a contingency operation.

*An employee is entitled to designate a single applicable individual once every 12-months with Human Resources for purposes of exercising this leave.

For purposes of calculating the 12-month period during which 12 weeks of leave may be taken, the Company uses a calendar year.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious injury or illness sustained in the line of duty on active duty may request up to 26 weeks leave during a single 12-month period to care for the service member.

Under most circumstances, leave under federal and state law will run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period. However, leave because of the employee's disability for pregnancy, childbirth or related medical condition is not counted as time used under California law (the California Family Rights Act). Time off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under federal law (the Family and Medical Leave Act). Employees who take time off for pregnancy disability and who are eligible for family and medical leave will also be placed on family and medical leave that runs at the same time as their pregnancy disability leave. Once the pregnant employee is no longer disabled, she may apply for leave under the California Family Rights Act, for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. California Family Rights Act leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the Company will grant a request for a California Family Rights Act leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

2. Insurance Coverage

An employee taking family medical leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for a maximum of the applicable 12 or 26 workweek limit) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The Company will continue to make the same premium contribution as if the employee had continued working. The employee must continue to pay the share of the health benefit costs that he or she paid before the beginning of the leave if he or she wishes such coverage to continue during the leave. The employee must pay his or her share of the premiums either through increased payroll deductions before the leave begins (when the need for leave is foreseeable) or, if the employee prefers, through separate payments that are made to the Company every pay period at the same time as such payments would be made if paid by payroll deductions. If an employee does not pay his or her share of the premiums for the period of the leave, coverage will cease in accordance with the provisions of the law. The employee may thereafter reinstate coverage immediately following the leave if the employee resumes payment of his or her share of the premiums in a timely manner. The continued participation in health benefits begins on the date leave first begins under Family and Medical Leave Act (e.g., for pregnancy disability leaves) or under the Family and Medical Leave Act/California Family Rights Act (e.g., for all other family care and medical leaves). In some instances, the Company may recover from an employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave.

3. Advance Notice

Contact your Staffing Manager as soon as you realize the need for family/medical leave. Employees are required to give advance notice of their need for a leave whenever such need is foreseeable. The notice should describe the reason for the requested leave, the anticipated duration of the leave, and the anticipated date the leave will begin. Employees ordinarily must provide at least 30 days advance written notice to the employee's Staffing Manager. If the leave is not foreseeable at least 30 days in advance, the employee must give as much advance notice as is practicable. A medical certification must be provided to support a request for a leave required because of a serious health condition. Failure to provide a satisfactory certification may result in the denial or postponement of leave. If the leave is needed for to care for a sick child, spouse, or parent, the employee must provide a certification from the health care provider.

Where practicable, an employee should consult with his or her Kinetic Personnel Group Staffing Manager regarding scheduling of any planned medical treatment or supervision in order to ensure the employee obtains appropriate leave and to minimize disruption to the operations of the Company.

If the Family and Medical Leave Act/California Family Rights Act request is made because of the employee's own serious health condition, the Company may require, at its expense, a second opinion from a health care provider that the Company chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the Company.

If the second opinion differs from the first opinion, the Company may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the Company and the employee.

The Company requires the employee to provide certification within 15 days of any request for family and medical leave under state and federal law, unless it is not practicable to do so. The Company may require re-certification from the health care provider if additional leave is required.

When both parents are employed by the Company any request simultaneous leave for the birth or placement for adoption or foster care of a child, the Company will not grant more than 12 workweeks total of family/medical leave for each employee.

Subject to any exceptions provided by law, an employee will be guaranteed reinstatement either to his or her former position or an equivalent position upon completion of the leave. Employees who take leaves because of their own serious health conditions must provide medical certifications verifying that they are able to return to work in the same manner as employees who return from other types of medical leaves. Failure to provide certification by the health care provider of the employee's fitness to return to work will result in denial of reinstatement for the employee until the certificate is obtained. Employees should be aware that an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. For example, if an employee on family/medical leave would have been laid off had he or she not gone on leave, or if the employee's assignment is ended by the client and no equivalent or comparable assignment is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Employees on Family and Medical Leave Act/California Family Rights Act leave will not continue to accrue paid time off during unpaid Family and Medical Leave Act/California Family Rights Act leave.

4. Administration of Policy

The employer intends to administer this policy in accordance with the requirements of the state and federal laws regulating family and medical leaves. Accordingly, this policy will be interpreted and applied in a manner that conforms with all applicable legal requirements. Any leave of absence that is granted to an employee under this policy or any other policy for the purposes specified above shall be credited against the 12-week and 26-week limits contained in this policy if and to the extent permitted by the state and federal laws.

Pregnancy Disability Leave (PDL)

Any female employee planning to take PDL should advise HR as early as possible. The individual should make an appointment with HR to discuss the following conditions:

Duration of PDL will be determined by the advice of the employee's physician, but employees disabled by pregnancy may take up to four months. The four months is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks. This leave may be taken intermittently or on a continuous basis, as certified by the employee's health care provider. Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.

Kinetic Personnel Group will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or temporarily transfer you to a less strenuous or hazardous position (if one is available) or duties if medically needed because of your pregnancy.

Employees who need to take PDL must inform the Company when a leave is expected to begin and how long it will likely last. If the need for a leave, reasonable accommodation, or transfer is foreseeable, employees must provide reasonable advance notice at least 30 days before the PDL or transfer is to begin. Employees must consult with their supervisor and HR regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of the employee's physician.

If 30 days' advance notice is not possible, notice must be given as soon as practical. Failure to give reasonable advance notice may result in delay of leave, reasonable accommodation, or transfer.

Upon the request of an employee and recommendation of the employee's physician, the employee's work assignment may be changed if necessary to protect the health and safety of the employee and her child.

Pregnancy leave usually begins when ordered by the employee's physician. The employee must provide Kinetic Personnel Group with a written certification from a health care provider for need of PDL, reasonable accommodation, or transfer. The certification must be returned within 15 calendar days. Failure to do so may, in some circumstances, delay PDL leave, reasonable accommodation or transfer. The certification indicating the need for disability leave should contain:

- A statement that the employee needs to take PDL because she is disabled by pregnancy, childbirth, or related medical condition.
- The date on which the employee became disabled due to pregnancy;
- The probable duration of the period or periods of disability; and
- If the employee needs a reasonable accommodation or transfer, a medical certification is sufficient if it contains all of the following: a description of the requested reasonable accommodation or transfer; a statement that describes the medical advisability of the reasonable accommodation or transfer because of pregnancy; and the date on which the need for reasonable accommodation or transfer became/will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

An employee will be required to use accrued sick time (if otherwise eligible to take the time) during a PDL.

Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of no fewer than one hour. If intermittent leave or leave on a reduced work schedule is medically advisable the employee may, in some instances, be required to transfer temporarily to an available alternative position that meets the employee's needs. The alternative position need not consist of equivalent duties but must have the equivalent rate of pay and benefits. The employee must be qualified for the position. The position must better accommodate the employee's leave requirements than her regular job. Transfer to an alternative position can include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work schedule.

Employees on PDL will be allowed to continue to participate in group health insurance coverage for up to a maximum of four months of disability leave (if such insurance was provided before the leave was taken) at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave.

In some instances, an employer can recover from an employee some or all premiums paid to maintain health coverage if the employee fails to return following PDL.

Leave returns will be allowed only when the employee's physician sends a release. Upon submission of a medical certification that an employee is able to return to work from a PDL, an employee will be reinstated to her same position held at the time the leave began or, in certain instances, to a comparable position, if available. There are limited exceptions to this policy. An employee returning from a PDL has no greater right to reinstatement than if the employee had been continuously employed.

PDL may impact other benefits or a seniority date. Please contact HR for more information.

Integration with Other Benefits

PDL and accommodations that require employees to work a reduced work schedule or to take time off from work intermittently are unpaid. Employees may use their accrued PTO or sick benefits during the unpaid leave of absence, if applicable. However, use of sick or PTO benefits will not extend the available leave of absence time. Sick or other PTO leave hours will not accrue during any unpaid portion of the leave of absence, and employees will not receive pay for official holidays that are observed during their leave of absence except during those periods when they are substituting PTO or sick leave for unpaid leave.

Any State Disability Insurance for which employees are eligible may be integrated with accrued vacation, sick leave, or other PTO benefits so that they do not receive more than 100 percent of their regular pay.

Bereavement Leave

If a death occurs in your immediate family during your scheduled work time, employees who have been employed by the Company for at least thirty (30) days are entitled to a maximum of up to five (5) days of unpaid leave to be taken at any time within three (3) months of the date of the death of the immediate family member. For the purpose of administration of this policy, the immediate family will be considered the employee's spouse, child (biological, adopted, foster, step child, legal ward, domestic partner's child, or person to whom the employee legally stands in place of the parent), domestic partner, parent, parent-in-law (including parent of domestic partner), legal guardian, stepparent, sibling (inclusive of adoption and stepsiblings), grandparent, and grandchild. Additional days of unpaid leave may be granted if needed. All salaried and hourly employees are eligible for Bereavement Pay as described in this policy. While bereavement leave is unpaid, Employees may use vacation, personal leave, accrued and available sick leave, or any other compensatory time off that is otherwise available to supplement pay during bereavement leave.

Reproductive Loss Leave

Employees who have been employed by the Company for at least thirty (30) days are entitled to up to five (5) days of unpaid reproductive loss leave during their scheduled work time. In the event of more than one reproductive loss, reproductive loss leave may not exceed twenty (20) days during a twelve (12) month period. Reproductive leave can be taken any time within three (3) months of the date of the reproductive loss and may be taken in nonconsecutive days. For purposes of administration of this policy, reproductive loss includes the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. Additional days of unpaid leave may be granted if needed. All salaried and hourly employees are eligible for Reproductive Leave Pay as described in this policy. While reproductive loss leave is unpaid, Employees may use vacation, personal leave, accrued and available sick leave, or any other compensatory time off that is otherwise available to supplement pay during reproductive loss leave. The Company will maintain the confidentiality of any employee requesting reproductive loss leave as required by applicable law.

Jury and Witness Duty Leave

If you are required to serve on a jury or are subpoenaed for witness duty, Kinetic Personnel Group will allow employees unpaid time off for each jury summons or witness subpoena. Exempt employees will not incur any reduction in pay for a partial week of absence due to jury duty. When you receive notice of jury service or witness duty, notify your immediate supervisor or HR and provide verification of your service. All salaried and hourly employees are eligible for Jury Duty as described in this policy.

Personal Emergency Leave

Employees who need a leave of absence for personal reasons must write an explanation of the situation and give it to HR. Subject to business needs, employees may be granted a personal emergency leave not to exceed 30 days.

Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and state law. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Any military leaves of absence will be unpaid. However, employees may use any available PTO for the absence and exempt employees will receive their full salary for any week in which they report to work. Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible. Veterans returning to Kinetic Personnel Group within the time limits specified by law will retain their Kinetic Personnel Group continuous service without a break in service.

Military Spouse Leave

Employees who work more than 20 hours per week and have a spouse in the Armed Forces, National Guard, or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from (not returning from) military deployment. Employees must request this leave in writing HR within two business days of receiving official notice that their spouse will be on leave. Employees requesting this leave are required to attach to the leave request written documentation certifying the spouse will be on leave from deployment.

Domestic Violence & Sexual Assault Leave

Kinetic Personnel Group will provide time off to any employee who is a victim of domestic violence, sexual assault, or stalking so that the employee may obtain or attempt to obtain relief and to help ensure the health, safety or welfare of the employee or the employee's child. "Relief" includes, but is not limited to, a temporary restraining order, restraining order or other injunctive relief. Employees should give the Company reasonable notice of the need for leave, unless advance notice is not feasible. The Company also may require the employee to provide written verification of the need for the time off. Certification may be sufficiently provided by any of the following:

- A police report indicating that the employee was a victim of domestic violence or sexual assault;
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee appeared in court; or
- Documentation from a medical professional, domestic violence, or sexual assault victim advocate, healthcare provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.

Additionally, an employee who is a victim of domestic violence, sexual assault, or stalking may take time off for any of the following reasons:

- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- To obtain services from a domestic violence shelter, program, or rape crisis center;
- To obtain psychological counseling; and
- To participate in safety planning and to take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

If the reason for the leave is also covered by the federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the leave pursuant to this policy and FMLA/CFRA will run concurrently. Therefore, the length of leave is limited to that provided under the FMLA and CFRA. For example, an employee is not entitled to time off due to reasons in this policy if he or she has already exhausted the maximum 12 weeks of leave under the FMLA/CFRA.

Employees may use accrued paid time off, such as vacation time, in order to receive compensation during the leave of absence. Employees may also be entitled to a reasonable accommodation under the Company's accommodation for victims of domestic violence, sexual assault, or stalking policy and should consult that policy and/or HR for additional information.

Kinetic Personnel Group will keep all information submitted in connection with an employee's request for leave confidential to the extent permissible by law. If the law requires disclosure of information, Kinetic Personnel Group will notify the employee before any information is released. Kinetic Personnel Group will not discriminate, harass, or retaliate against any employee because the individual is, or is perceived to be, a victim of domestic violence, sexual assault, or stalking or takes or requests leave in accordance with this policy. Employees who have questions about this policy or who wish to request a leave of absence under this policy should contact HR.

Volunteer Civil Service Personnel

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. You are also eligible for unpaid leave for required training. Please alert your supervisor that you may have to take time off for emergency duty. When taking time off for emergency duty, please alert your supervisor before doing so when possible. If you are an official volunteer firefighter, please alert your supervisor if you have to attend training. Volunteer firefighters may take up to a total of fourteen days (unpaid) per calendar year to engage in fire or law enforcement training.

Civil Air Patrol Leave

Employees with more than 90 days of service who are volunteers in the California Civil Air Patrol will not be disciplined for taking time off to perform emergency duty. If you are a Civil Air Patrol volunteer, please make your manager aware that you may have to take time off for emergency duty. When taking time off for emergency duty, please provide your manager or HR with as much advance notice as is practicable. Up to 10 days of unpaid leave for duty may be taken each year. However, leave for a single emergency mission cannot exceed three days, unless the emergency is extended by the entity in charge of the operation and the extension of leave is approved by Kinetic Personnel Group.

Organ and Bone Marrow Donor Leave

Employees who are donors for organ or bone marrow may take paid and unpaid time off as follows:

- ***Organ Donation:*** Employees may take up to 30 business days of paid leave, and up to an additional 30 business days of unpaid leave, in any one-year period for the purpose of donating an organ to another person. The one-year period is calculated from the date the employee begins his/her leave. Kinetic Personnel Group requires that employees taking leave for organ donation use two (2) weeks of accrued but unused sick leave and vacation.
- ***Bone Marrow Donation:*** Employees may take up to 5 business days of leave in any one-year period for the purpose of donating bone marrow to another person. The one-year period is calculated from the date the employee's leave begins. Kinetic Personnel Group requires that employees taking leave for bone marrow donation use 5 days of accrued but unused sick leave and vacation.
- After exhausting the required paid sick and vacation leave, the remainder of the leave of absence will be paid.
- During the leave for organ/bone marrow donors, Kinetic Personnel Group will continue to provide and pay for any group health plan benefits the employee was enrolled in prior to the leave of absence.
- Leave taken for the purpose of organ or bone marrow donation is not leave for the purpose of FMLA or CFRA and shall not run concurrently therewith. Employees who wish to take a leave of absence to donate bone marrow or an organ will be required to provide written verification of the need for leave, including confirmation that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Victims of Crime Leave

Kinetic Personnel Group will provide time off for almost all victims of violent crime and for immediate family members of homicide victims. The Company requests that where feasible, in advance of taking leave, employees may provide a police report, court order, medical note or other documentation that "reasonably verifies" the crime or abuse occurred including a statement from the employee or individual acting on their behalf.

Victim includes:

- Victims of stalking, domestic violence or sexual assault;
- A victim of a crime that caused:
 - Physical injury
 - Mental injury
 - Threat of physical injury
- A person whose immediate family member is deceased as a result of a crime; or
- For purposes of appearing in court in response to a subpoena or court order: any person against whom any crime has been committed.

School Activities

Employees are encouraged to participate in the school activities of their child(ren). The absence is subject to all of the following conditions:

- Parents, guardians, or grandparents having custody of one or more children in kindergarten or grades one to 12 may take time off for a school activity;
- The time off for school activity participation cannot exceed a total of 40 hours each school year;
- Employees planning to take time off for school visitations must provide as much advance notice as possible;
- If both parents are employed by Kinetic Personnel Group, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor;
- Employees must use their accrued vacation hours in order to receive compensation for this time off;
- Employees who do not have vacation hours available will take the time off without pay, and
- Employees must provide their supervisor with documentation from the school verifying that the employee participated in a school activity on the day of the absence for that purpose.

Suspension

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. Under California Labor Code section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

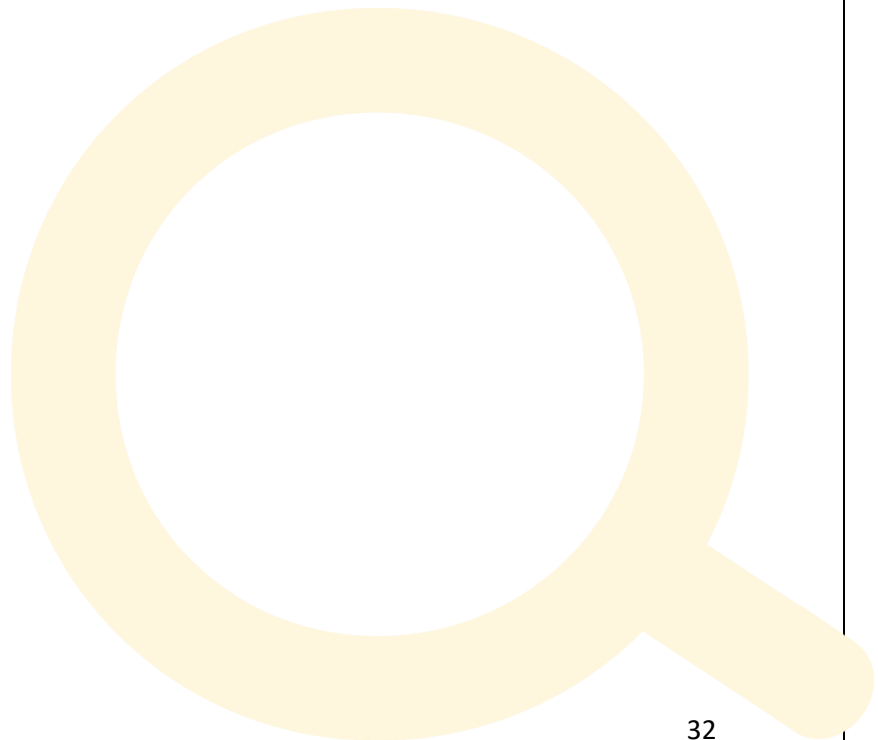
Employee Literacy

We will reasonably accommodate and assist any employee who reveals a problem of illiteracy and requests employer assistance in enrolling in an adult literacy education program, provided that this reasonable accommodation does not impose an undue hardship. An employee who reveals a problem of illiteracy and who satisfactorily performs his or her

work shall not be subject to termination of employment because of the disclosure of illiteracy.

Time Off for Voting

In the event that an employee does not have sufficient time outside of working hours to vote in an election, the employee may take off enough working time to enable him or her to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time for the purpose of voting. Under these circumstances an employee will be allowed a maximum of two (2) hours on the Election Day without loss of pay. Deductions will not be made from the salary of an exempt employee for time taken off for voting. Where possible, the employee shall give his or her manager at least two (2) days' notice that time off to vote is needed.



ACKNOWLEDGEMENT OF POLICY AGAINST HARASSMENT, DISCRIMINATION, AND RETALIATION

The Company strictly prohibits and has “zero tolerance” for discrimination and harassment in any phase of the employment, including but not limited to recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training. This includes sexual harassment (which includes harassment based on sex, pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), as well as harassment, discrimination, and retaliation based on such factors as race and traits historically associated with race (including hair texture and protective hairstyles), color, religion, religious creed (including religious dress and religious grooming practices), sex, national origin, ancestry, citizenship, age (40 years and older), mental disability and physical disability (including HIV and AIDS), legally-protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, gender, gender identity (including transgender identity), gender expression (including transgender expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning, or is perceived to be transitioning), sex stereotyping, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the California Fair Pay Act, requesting a reasonable accommodation on the basis of disability or bona fide religious belief or practice, or any other basis protected by federal, state, or local laws.

Discrimination and Harassment Defined. Discrimination and harassment may consist of offensive verbal, physical, or visual conduct when such conduct is based on or related to an individual’s sex or membership in one of the above-described protected classifications, and: (1) Submission to the offensive conduct is an explicit or implicit term or condition of employment; (2) Submission to or rejection of the offensive conduct forms the basis for an employment decision affecting the employee; or (3) The offensive conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creates an intimidating, hostile, or offensive working environment.

Examples of Sexual Harassment. For the purpose of clarification, examples of what may constitute prohibited sexual harassment include, but are not limited to, the following:

- (1) Making unsolicited sexual advances written, verbal, physical, or visual contact with sexual overtones. (Written examples: suggestive or obscene letters, notes, invitations. Verbal examples: derogatory comments, slurs, jokes, epithets. Physical examples: touching, assault blocking or impeding access, leering gestures, display of sexually suggestive objects or pictures, cartoons or posters.)
- (2) Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction is not considered sexual harassment.)
- (3) Making reprisals, threats of reprisal, or implied threats of reprisal following a negative response. (For example, implying or actually withholding support for an appointment, promotion, or change of assignment; suggesting a poor performance report will be prepared; or suggesting probation will be failed.)
- (4) Engaging in implicit or explicit coercive sexual behavior which is used to control, influence, or affect the career, salary, or work environment of another employee.
- (5) Offering favors or employment benefits, such as promotions, favorable performance evaluations, favorable assigned duties or shifts, recommendations, reclassifications, etc., in exchange for sexual favors. (Similar conduct when applied to other protected classes such as race, color, creed, national origin, age, disability, medical condition, religion, sexual orientation, or marital status may constitute harassment and violation of this Policy. For example, racial jokes or degrading comments about age or ethnic background can constitute harassment under this policy). Accordingly, in order to avoid the risk of discipline, such acts should be avoided in all circumstances.

Internal Complaint Procedure. Any applicant or employee who believes that he or she has been the victim of sexual or other prohibited discrimination or harassment by co-workers, supervisors, clients or customers, visitors, vendors, corporate officers or others must immediately notify Human Resources of the alleged conduct. If the employee believes that, for any reason, Human Resources is the source of the conduct or is biased, the employee may submit the complaint to the Vice President of Operations. If the employee believes that both Human Resources and the Vice President of Operations are the source of the conduct or biased, the complaint may be submitted directly to the President of the Company.

Internal Investigation and Resolution. Following receipt of a harassment grievance, the Company shall begin an immediate and thorough investigation to determine if sexual or other harassment has occurred. The investigation shall be conducted in an impartial manner and all information shall be maintained confidential to the extent possible. After full consideration of all relevant facts and circumstances involving the inquiry, a timely decision will be made by the Company and appropriate disciplinary or other action will be taken, up to and including termination of employment.

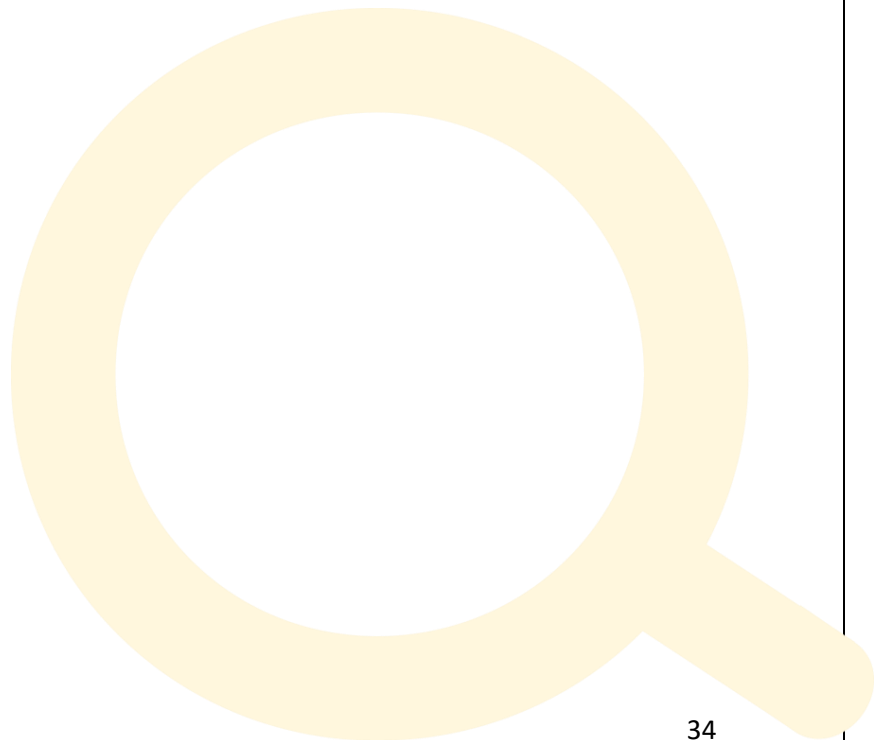
Prohibition Against Retaliation. Retaliation against anyone for opposing conduct prohibited by the Company's anti-harassment policies or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by the Company, or any authorized governmental agency is strictly prohibited and may subject the offending person to, among other things, disciplinary action, up to and including, termination of employment.

External Reporting. In addition to the Company's internal complaint procedure, an employee may file a complaint with the California Department of Fair Employment and Housing ("DFEH") or the U.S. Equal Employment Opportunity Commission ("EEOC") at a local office (the numbers are listed in the phone book). Under California law, the Fair Employment and Housing Commission ("FEHC") may order an employer to hire or rehire a victim of sexual harassment with back pay, and to provide the victim with monetary damages. The FEHC may also provide affirmative or prospective relief to prevent the recurrence of unlawful practices, including awards for back pay, reimbursement of out of pocket expenses, cease and desist orders, posting of notices, and other similar relief.

Employee Signature _____

Employee Name _____

Date _____



ACKNOWLEDGEMENT OF COMPANY TIME CLOCK POLICY

By initialing each section and signing below, I acknowledge that I fully understand [Kinetic Personnel Group]'s time clock policy and will follow the guidelines listed below:

_____ I understand that I must report any and all time I work, including any overtime, regardless of whether I received preauthorization for working overtime.

_____ I understand that I will be provided with all complete, off-duty, and uninterrupted meal and rest periods to which I am entitled. If I am not able to take a required meal or rest break, I understand that I must report it on the timekeeping system or to my manager or HR.

_____ I understand that Kinetic Personnel Group pays me for all hours worked and does not allow off-the-clock work.

_____ I understand that Kinetic Personnel Group provides non-exempt employees with an off-duty and uninterrupted meal period of at least 30 minutes whenever their workday exceeds 5 hours that must start before the end of the 5th hour of work (in other words, no later than 4 hours and 59 minutes from when you start work). I understand that I may waive this first meal period if my workday does not exceed 6 hours and Kinetic Personnel Group and I mutually consent to the waiver via a written form for that purpose.

_____ I understand I have been authorized and permitted to take paid 10-minute off-duty and uninterrupted rest breaks every four hours or major fraction thereof. This means that for every 8-hour shift, I would get 2 rest periods and a shift over 10 hours would allow 3 rest periods. These paid rest breaks are included as work time (unless I have reported a missed rest period to my manager or HR).

_____ I understand that Kinetic Personnel Group provides me with a second off-duty and uninterrupted meal period of no less than 30 minutes whenever my workday exceeds 10 hours. I understand that I may waive this second meal period if my workday does not exceed 12 hours and [Kinetic Personnel Group] and I mutually consent to the waiver via a written form for that purpose.

_____ I understand that it is my responsibility to take my full rest and meal periods on time. I understand that managers/supervisors must not discourage meal and rest periods, encourage employees not to take meal or rest periods, or otherwise interfere with meal and rest periods.

_____ I understand that managers/supervisors must not interrupt employee meal or rest periods by calling the employee or requiring that the employee remain on call.

_____ I understand that I must always accurately and truthfully report my time and meal periods by using [Kinetic Personnel Group]'s timekeeping method.

_____ I understand that Kinetic Personnel Group prohibits falsification of any Kinetic Personnel Group records and I should never falsify my time records, such as recording a meal period that I did not take or not accurately reporting the time I took a meal period.

_____ I understand that I must review my paystubs for accuracy and report any issues or questions about my pay or work hours to HR.

Employee Signature _____

Employee Name _____

Date _____

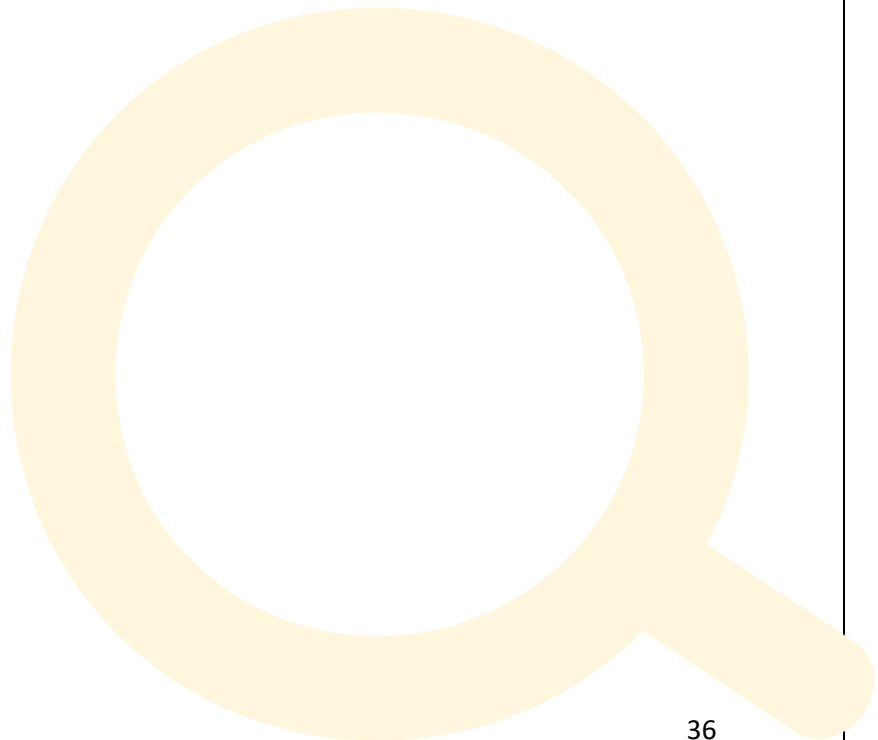
ACKNOWLEDGEMENT OF INTERACTIVE PROCESS AND REASONABLE ACCOMMODATION POLICY

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a Company representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The Company will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. The Company will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

Employee Signature _____

Employee Name _____

Date _____



ACKNOWLEDGEMENT OF AT-WILL EMPLOYMENT RELATIONSHIP

I have received my copy of the Company's employee handbook. I understand and agree that it is my responsibility to read, familiarize myself with, and conform to the policies and procedures contained in this handbook.

I understand that this handbook represents the current policies, regulations, and benefits, and that except for employment at-will status and the Arbitration Agreement, any and all policies or practices can be changed at any time by the Company. The Company retains the right to add, change, or delete wages, benefits, policies, and all other working conditions at any time (except the policy of "at-will employment" and Arbitration Agreement, which may not be changed, altered, revised or modified without a writing signed by the President of the Company).

I understand that the Company reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the President of the Company, no manager, supervisor, or representative of the Company has authority to enter into any agreement, express or implied, for employment for any specified period of time, or to make any agreement for employment other than at-will. Only the president has the authority to make any such agreement and even then only in writing, signed by the president or, alternatively, via collective bargaining agreements negotiated and ratified under the National Labor Relations Act.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at the Company is employment at-will, meaning that employment may be terminated at the will of either the Company or myself with or without notice or cause. My signature certifies that I understand that my at-will employment status is the sole and entire agreement between the Company and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the Company.

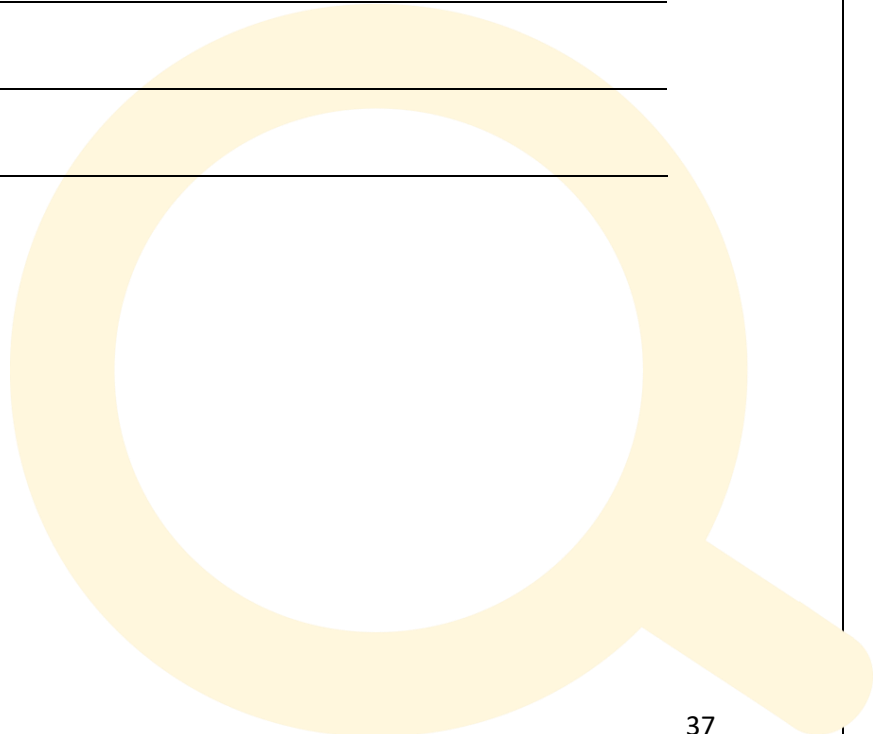
MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

Employee Signature _____

Employee Name _____

Date _____



CONFIRMATION OF RECEIPT (EMPLOYEE COPY)

I have received my copy of Kinetic Personnel Group's employee policy handbook and appendix. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook and appendix.

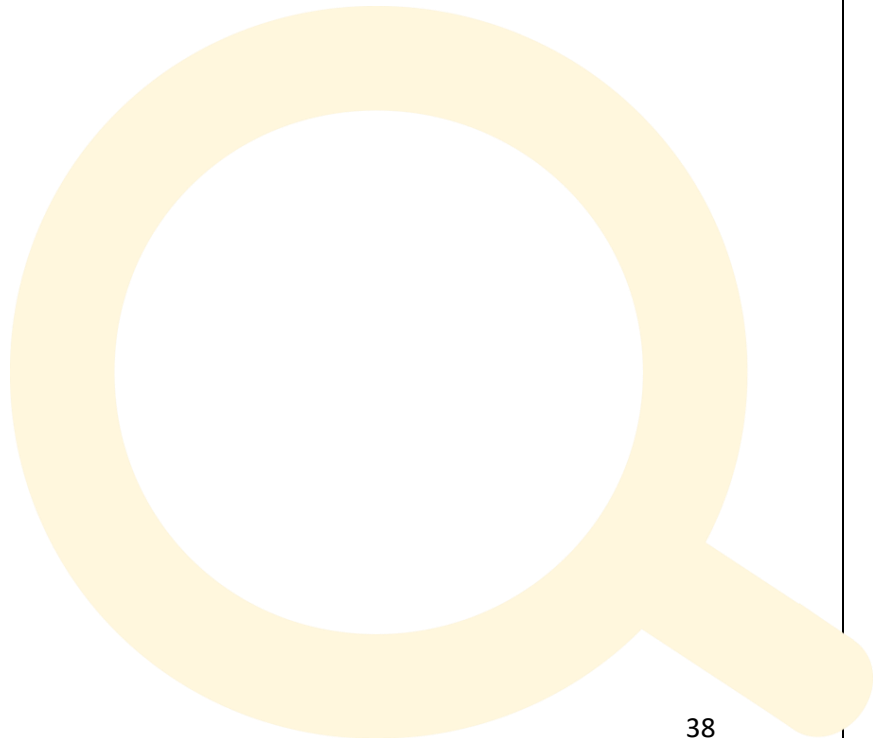
I understand that except for employment at-will status, any and all policies or practices can be changed at any time by Kinetic Personnel Group. Kinetic Personnel Group reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the president of the Company, no manager, supervisor, or representative of Kinetic Personnel Group has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the president has the authority to make any such agreement and then only in writing, signed by the president.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at the Company is employment at-will; employment may be terminated at the will of either Kinetic Personnel Group or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Kinetic Personnel Group and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with Kinetic Personnel Group.

Employee Signature _____

Employee Name _____

Date _____



CONFIRMATION OF RECEIPT (COMPANY COPY)

I have received my copy of Kinetic Personnel Group's employee policy handbook and appendix. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook and appendix.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by Kinetic Personnel Group. Kinetic Personnel Group reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the president of the Company, no manager, supervisor, or representative of Kinetic Personnel Group has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the president has the authority to make any such agreement and then only in writing, signed by the president.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at the Company is employment at-will; employment may be terminated at the will of either Kinetic Personnel Group or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Kinetic Personnel Group and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with Kinetic Personnel Group.

Employee's Signature _____

Employee Name (printed) _____

Date _____

Employee # _____

