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This Temporary Employee Handbook was reviewed by legal counsel in March of 2017.
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1.0 Welcome

1.1 Welcome

Welcome to PDS Tech! We’re excited to have you on board!

Please take the time now to read this Temporary Employee Handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. PDS reserves the right to interpret, modify, or supplement the provisions of this handbook at any time.

Please understand that no employee handbook can address every situation in the work place. If you ever have questions about your employment, you are encouraged to ask them. If you have any difficulty reading or understanding any of the provisions of this handbook, please contact Human Resources at (800) 270-4737 or humanresources@pdstech.com.

We wish you success in your employment here at PDS!

All the best,

Art Janes, CEO
PDS Tech, Inc.

Cash Nickerson, President
PDS Tech, Inc.

1.2 At-Will Employment

Your employment with PDS Tech, Inc. is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave PDS at any time, with or without notice and with or without cause. Nothing in the Temporary Employee Handbook or any other PDS document should be understood as creating guaranteed or continued employment, a right to termination only "for cause," or of any other guarantee of continued benefits or employment. Only the CEO and/or President have the authority to make promises or negotiate regarding guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the CEO or President.
2.0 **Introductory Information**

2.1 **About PDS**

Founded by aerospace engineer and current CEO Art Janes in 1977, our roots lie in the aerospace and defense industries - though we've since evolved to become a major supplier of temporary labor in the information technology, aviation trades, maritime services and light industrial sectors as well. Over the years, we've grown and diversified into one of the largest staffing firms in the United States.

Each day, thousands of PDS Tech, Inc. employees like you head to work filling vital roles for our clients. Much of our long-tenured success is directly attributable to the quality of employees we’re able to find and connect to the right jobs. PDS is proud to welcome you on board as a part of its team.

2.2 **Ethics Code**

PDS Tech, Inc. will conduct its business honestly and ethically wherever it operates. We continuously strive to improve the quality of our services and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices.

We expect that officers, directors, and employees will not knowingly misrepresent PDS and will not speak on behalf of PDS unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about PDS or its operations, or that of its customers or partners, is to be treated with discretion and only be disseminated on a need-to-know basis. Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether the violator cooperated in any subsequent investigation.

2.3 **Revisions to Handbook**

This Temporary Employee Handbook is our attempt to keep you informed of the terms and conditions of your employment, including PDS policies and procedures. The handbook is not a contract. PDS reserves the right to revise, add, or delete from this handbook as it determines to be in its best interest except the policy concerning at will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion.
3.0 Hiring and Orientation Policies

3.1 EEO Statement and Anti-Harassment Policy

**Equal Opportunity Statement**

PDS Tech, Inc. is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment which is free of harassment, discrimination, or retaliation because of age (40 and over), race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. PDS is dedicated to the fulfillment of this policy regarding all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment. PDS and/or its client, if necessary, will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of PDS’s Equal Employment Opportunity Policy in a confidential manner. PDS will take appropriate corrective action, if and where warranted. PDS prohibits retaliation against any employee who provides information about, complains, or assists in the investigation of any complaint of discrimination or violation of PDS’s Equal Employment Opportunity Policy. We are all responsible for upholding PDS’s Equal Employment Opportunity Policy and any claimed violations of that policy, including violations occurring at client worksites and involving client employees, should be brought to the attention of your PDS recruiter and/or PDS Human Resources personnel at humanresources@pdstech.com.

**Policy Against Workplace Harassment**

PDS Tech, Inc. has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual’s age (40 and over), race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

**A. Sexual Harassment**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual’s employment (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual or (3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment.

While it is not possible to identify each and every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment are provided below: (a) unwelcome requests for sexual favors; (b) lewd or derogatory comments or jokes; (c) comments regarding sexual behavior or the body of another employee; (d) sexual innuendo and other vocal activity such as catcalls or whistles; (e) obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature; (f) repeated requests for dates after being informed that interest is unwelcome; (g) retaliating against an employee for refusing a sexual advance or reporting an incident of possible sexual harassment to PDS Tech, Inc. or any government agency; (h) offering or providing...
favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and (i) any unwanted physical touching or assaults, or blocking or impeding movements.

B. Other Harassment

Other workplace harassment is often verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual’s age (40 and over), race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment: (a) the use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to the above protected categories; (b) written or graphic material that insults, stereotypes or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on PDS’s premises, or circulated in the workplace; and (c) a display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

Maintaining a harassment-free workplace requires the cooperation of all employees. It is very important for employees to report to PDS any conduct they believe is improper under PDS’s policies against discrimination, harassment, and retaliation. An employee who believes that he or she has witnessed or is a victim of discrimination, harassment, or retaliation must promptly report the incident to his or her branch manager or the Senior Manager of Human Resources at the appropriate phone number listed below. If the employee feels uncomfortable bringing the matter to any of these persons, he or she can raise the issue directly with PDS’s associate general counsel or president. All complaints will be treated with discretion and with sensitivity to the complaining employee’s concerns. All allegations of discrimination and harassment will be promptly investigated. All employees must cooperate fully in any investigation in a discrete and sensitive manner. If PDS determines that prohibited harassment has occurred, it will take appropriate corrective action to end the harassment and to prevent it from recurring.

Reporting Phone Numbers

Senior HR Manager: 1-800-270-4737 Ext. 10135
Associate General Counsel: 1-800-270-4737 Ext. 10104
President: 1-800-270-4737 Ext. 10106

PDS prohibits employees from retaliating against anyone who makes a good faith report of harassment or provides information in connection with a report or investigation of harassment. Retaliation is a serious violation of this policy, and any person found to have retaliated against an individual for reporting harassment or cooperating with an investigation will be subject to disciplinary action up to and including termination.

3.2 Affirmative Action Policy for Government Contractors

As a government contractor, PDS will take affirmative action to ensure that job applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, sex, or other protected classifications.

3.3 Disability Accommodation

PDS complies with federal and state disability regulations, including the Americans with Disabilities Act (ADA). Qualified applicants or employees who inform PDS of a physical or mental disability requiring accommodation in order for them to perform the essential functions of their jobs should inform PDS Human Resources or their PDS recruiter or branch manager of this so that we can together discuss what accommodations are
available and appropriate. Procedure for reasonable accommodation requests:

- Employee advises PDS Human Resources or their PDS recruiter or branch manager of the need for accommodation
- Employee completes a Request for Accommodation form and gives it to PDS Human Resources
- The accommodation request will be discussed with the employee and the employee’s client-site manager(s) and/or client Human Resources department

The employee may be required to provide documentation supporting a disability, including medical certification. If a reasonable appropriate accommodation is readily available, the request will be approved and the accommodation implemented. PDS and/or its client will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that PDS and/or its client will consider are cost, the effect that an accommodation will have on current established policies, and the burden on operations -- including other employees -- when determining a reasonable accommodation.

3.4 Religious Accommodation

PDS is dedicated to treating the religious diversity of all our employees equally and with respect. Employees may request an accommodation when their religious beliefs cause a deviation from PDS’s dress code, schedule, basic job duties, or other aspects of employment. PDS and/or its client will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that PDS and/or its client will consider are cost, the effect that an accommodation will have on current established policies and the burden on operations, including other employees, when determining a reasonable accommodation. At no time will PDS or its client question the validity of a person’s belief. Please direct requests for religious accommodation to PDS Human Resources or your PDS recruiter or branch manager.

3.5 Job Descriptions and Changes of Duties

PDS Tech, Inc. attempts to maintain job descriptions for each client assignment. If you do not have a copy of your current job assignment description you should request one from your PDS recruiter. Job descriptions prepared by PDS Tech, Inc. serve as an outline only. Due to the needs of your PDS client’s business, you may be required to perform job duties not within your written job description. Furthermore, PDS may have to revise, add to, or delete from your job duties according to PDS/your PDS client’s needs. On occasion, PDS may need to revise job descriptions with or without advance notice to the employee. Should your work hours, tasks, duties or responsibilities change considerably (for example, utilization of a higher or lower skill level) from the nature of the original terms of the assignment, report this to your PDS recruiter immediately. If you are transferred to another department, floor, or are assigned a new client on-site manager, you also must advise your recruiter immediately.

3.6 Employment Authorization Verification

All new hires and current employees are required by federal law to verify their identity and eligibility to work in the United States. You will be required to complete federal Form I-9 on the first day of employment. If this form and verification of employment eligibility is not completed during the first three days of employment, we are required by law to terminate your employment. If you are currently employed and have not complied with this requirement or if your status has changed, please inform your PDS recruiter or PDS Human Resources.
4.0 Wage and Hour Policies

4.1 Introduction

An employee’s pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as holiday pay (where applicable), paid sick time (where applicable), overtime, benefits, or paycheck deductions, please speak with your PDS recruiter or PDS Human Resources. If you have any issues with or questions regarding your paycheck, please reach out to your PDS branch administrator or the PDS Payroll department at payroll@pdstech.com.

4.2 Pay Period

All PDS Tech, Inc. employees are paid each Friday for hours worked during the previous workweek. While PDS’s standard workweek is Monday through Sunday, your PDS client may use a different standard workweek, which PDS will follow when determining your pay. If a regular payday falls on a holiday, PDS will endeavor to make paychecks and direct deposits available the day before the holiday.

4.3 Paycheck Deductions

PDS is required by federal, state, and certain local laws to withhold certain deductions from your paycheck. This includes income and unemployment taxes, and FICA contributions (Social Security and Medicare) as well as any other deductions required by law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the number of exemptions you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for your insurance premium, 401k plan, health savings account, or other services. Your deductions will be reflected in your wage statement. Contact your branch administrator or the PDS Payroll Department for any questions about your paycheck. PDS will attempt in good faith to resolve and correct any pay mistakes when alerted to them.

4.4 Direct Deposit

We encourage all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, please fill out the enrollment form in your new hire paperwork, sign up online at https://ess.pdstech.com, or ask your branch administrator or the Human Resources department for an enrollment form. If you have selected the direct deposit payroll service, a written explanation of your deductions will be available each week on the PDS Employee Self-Service Portal, https://ess.pdstech.com.

4.5 Recording Time

You must submit a timecard every week in the manner required by your client – most often this will be completed within the client’s system, but some clients may opt to use PDS’s TimeTrack system or paper timecards instead. All time you work must be recorded. You are responsible for obtaining client approval for time worked. In the event of a discrepancy of time reporting, you will need to resolve the discrepancy with the client as to the actual time recorded. Keeping time on an hourly basis will not provide express or implied evidence of an intention to pay you wages on an hourly basis. PDS reserves the right to deduct money from your existing or future pay for your unauthorized time (worked or not worked), that is disputed by the client. Altering, falsifying, tampering with time records, or recording time on another employee’s time record, will result in disciplinary action up to and including termination of your assignment/employment.

4.6 Travel Time Pay

Some clients may require you to travel during your assignment. PDS pays nonexempt contractor employees for travel time in accordance with the Fair Labor Standards Act (FLSA) and per your client’s travel policy.
Home to Work Travel

An employee who travels from home before the regular workday and returns to his or her home at the end of the workday is engaged in ordinary home to work travel, which is not work time.

Home to Work on a Special One Day Assignment in Another City

An employee who regularly works at a fixed location in one city is given a special one-day assignment in another city and returns home the same day. The time spent in traveling to and returning from the other city is work time, except that the employer may deduct/not count that time the employee would normally spend commuting to the regular work site.

Travel That Is All in a Day’s Work

Time spent by an employee in travel as part of their principal activity, such as travel from job site to job site during the workday, is work time and should be counted as hours worked.

Travel Away from Home Community

Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across the employee’s regular workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. PDS will not consider as work time that time spent in travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

Calculating and Reporting Travel Time

Employees are responsible for accurately tracking, calculating, and reporting travel time.

4.7 Overtime Authorization for Nonexempt Employees

If you are a nonexempt employee, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your client on-site supervisor and your PDS recruiter. It is your responsibility to obtain pre-approval for overtime work.

Overtime pay of one and one-half an employee’s regular rate of pay is paid for any hours worked more than 40 hours in a workweek (certain states, such as Alaska and California, may have stricter overtime pay requirements, which PDS will follow). Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

4.8 Attendance Policy

Unplanned Absences or Tardiness

In case of sickness or an emergency that will cause you to be absent or late for your assignment or if you need to leave your assignment early, you must notify your PDS recruiter and client on-site manager as soon as possible. Leave a message on your recruiter’s and/or client on-site manager’s voicemail if you are not able to reach them. Be sure to leave a number where you can be reached. Please also send anyone you were unable to reach an e-mail to ensure he or she receives the message you left on their voicemail. If you miss three or more days due to illness, PDS may require a note from your doctor certifying your ability to return to work.

Planned Time Off

You must request and receive advanced written approval from both your PDS recruiter and the client on-site manager for planned time off. Notify your recruiter and client on-site manager as soon as possible to ensure they have enough time to consider your request. Your request will be considered by the client and PDS based on a number of factors, including business needs and staffing requirements. You should never assume that just because you have requested a leave that it
will automatically be granted. You should not expect to be paid for time off.

**Holidays**

Our clients recognize various holidays throughout the year. Typically, you will not work on those days and you should not expect to receive holiday pay.

**4.9 Job Abandonment**

If an employee fails to show up for work or call in with an acceptable reason for the absence for a period of three consecutive days, he or she will be considered to have abandoned his or her job and voluntarily resigned from PDS.

**4.10 Travel Expenses**

PDS will only reimburse you for travel expenses which:

- Have been approved in writing by your PDS client; and
- For which you have a receipt.

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on PDS/client approved business trips.

**Personal Vehicles**

All employees using their own vehicle for business purposes must maintain insurance coverage as required by law. Travel between the employee’s home and primary office is not considered to be business travel. Employees may not use personal vehicles for business travel without authorization.

**4.11 Rest and Meal Periods**

PDS strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding rest and meal periods. Please check with your PDS recruiter or client supervisor regarding procedures and schedules for rest and meal breaks. Employees must accurately observe and record meal and rest periods.

**4.12 Accommodations for Nursing Mothers**

PDS will provide nursing mothers reasonable unpaid break time to express milk for their infant children for up to one year following the child’s birth. Employees who would like to request an accommodation for nursing should contact PDS Human Resources, who will work with you and your PDS client to ensure an accommodation is made in compliance with legal requirements.

**4.13 Pay Transparency Policy**

PDS will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by PDS, or (c) consistent with PDS’s legal duty to furnish information.
5.0 Performance, Discipline, Layoff, and Termination

5.1 Pay Raises

Ordinarily, employees on assignment should not expect to receive a pay raise. However, in certain cases, a client may allow PDS to issue a pay raise. Please direct any questions you might have about pay raises to your PDS recruiter.

5.2 Standards of Conduct

PDS Tech, Inc. wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all its employees, clients, customers, and other stakeholders. Every employee has a shared responsibility toward improving the quality of our work environment. By deciding to work at PDS, you agree to follow PDS’s rules.

While it is impossible to list every item that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit PDS’s right to discipline or discharge employees for any reason permitted by law. In fact, while we value our employees, PDS retains the right to terminate an employee on an "at-will" basis.

Examples of inappropriate conduct include:

- Violation of your PDS client’s policies
- Violation of the policies and procedures set forth in this Temporary Employee Handbook
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances
- Being under the influence of alcohol during working hours on PDS or client property or while on PDS or client business
- Inaccurate reporting of the hours worked by you or any other employee
- Providing knowingly inaccurate, incomplete or misleading information when speaking on behalf of PDS or in the preparation of any employment related documents including, but not limited to, job applications, personnel files, employment review documents, intra-PDS or client communication or expense records
- Taking or destroying PDS or client property
- Possession of potentially hazardous or dangerous property where not permitted such as firearms, weapons, chemicals, etc., without prior authorization
- Fighting with, or harassment (as defined in our EEO policies) of, any fellow employee, vendor, client, or client employee
- Disclosure of PDS or client trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) of PDS or its customers, contractors, suppliers, or vendors
- Refusal or failure to follow directions or to perform a requested or required job task
- Refusal or failure to follow safety rules and procedures
- Excessive tardiness or absences
- Smoking in non-designated areas
- Working unauthorized overtime
- Solicitation of fellow employees on PDS or client premises during working time
- Failure to dress according to client policy
- Use of obscene or harassing (as defined by our EEO policies) language in the workplace
- Outside employment which interferes with your ability to perform your PDS assignment
- Gambling on PDS or client premises
- Lending keys or keycards to client property to unauthorized persons
- Misuse of PDS or client property, such as computers, cell phones, etc.
Nothing in this policy is intended to limit employee rights under the National Labor Relations Act.

5.3 Bullying and Workplace Violence

PDS prohibits and will not tolerate any form of workplace violence by any employee, supervisor, or third party at either its or its clients’ workplaces or any other location if tied to work.

Prohibited Conduct

For purposes of this policy, workplace violence includes:

- Making threatening remarks (written or verbal)
- Aggressive or hostile acts such as shouting, using profanity, throwing objects at another person, fighting, or intentionally damaging a coworker’s property
- Bullying, intimidating, or harassing another person (for example, making obscene phone calls or using threatening body language or gestures, such as standing close to someone or shaking your fist at them)
- Behavior that causes another person emotional distress or creates a reasonable fear of injury, such as stalking
- Assault

This list is illustrative only and not exhaustive. No form of workplace violence will be tolerated.

PDS Prohibits Weapons at the Workplace

PDS prohibits all employees from possessing any weapons of any kind at the workplace. For purposes of this policy, the workplace is defined to include PDS’s and its clients’ buildings, outdoor areas, and parking lots. Weapons include:

- Guns
- Knives
- Mace
- Explosives

- Any item with the potential to inflict harm that has no common purpose

This list is illustrative only, and not exhaustive. PDS prohibits employees from possessing any weapon at the workplace.

Complaint Procedure

If you witness or are subjected to any conduct you believe violates this policy, you must speak, write, or otherwise contact your PDS recruiter or your PDS branch manager as soon as possible.

Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses.

PDS will directly and thoroughly investigate all complaints of workplace violence and will take prompt corrective action, including discipline, if appropriate. PDS reserves the right to contact law enforcement, if appropriate. To the extent permitted by law, PDS reserves the right to seek a restraining order to prevent workplace violence against an employee.

If you become aware of an imminent violent act or threat of an imminent violent act, immediately contact appropriate law enforcement then contact the PDS Safety Hotline, the number which is in Section 9.2.

5.4 Criminal Activity/Arrests

Involvement in criminal activity, whether on or off PDS or client property, during employment may result in disciplinary action including suspension or termination of employment. Disciplinary action depends upon a review of all factors involved, including whether the employee’s action was work-related, the nature of the act, or circumstances which adversely affect attendance or performance. Any disciplinary action is not dependent upon the disposition of any case in court. Employees are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled as a result of an arrest may lead to disciplinary action, up to and including termination of
This Temporary Employee Handbook was reviewed by legal counsel in March of 2017.

employment, for violation of an attendance policy or job abandonment. Any disciplinary action taken will be based on information reasonably available. This information may come from witnesses, police, or any other source as long as management has reason to view the source as credible.

5.5 Drug and Alcohol Policy

Commitment to a Drug and Alcohol-Free Workplace

PDS is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, this policy establishes PDS’s intent to maintain a drug and alcohol-free workplace. Being under the influence of alcohol or illegal drugs (as classified under federal, state or local laws, including marijuana) while on the job poses serious health and safety risks to employees, client employees, and others, which is not tolerated. Also in furtherance of the above commitment, PDS maintains a policy in which job applicants and current employees may be requested or required to submit to drug and alcohol testing in certain situations. This policy is intended to comply with applicable laws regarding drug and alcohol testing and current and prospective employee privacy rights.

Prohibited Conduct

PDS expressly prohibits the following activities at any time that employees are either (1) on duty or conducting PDS business (either on or away from PDS’s or its clients’ premises), or (2) on PDS’s or its clients’ premises (whether or not the employee is working):

- The use, abuse or being under the influence of alcohol, illegal drugs or other impairing substances
- The possession, sale, purchase, transfer or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the employee or drug-related paraphernalia
- The illegal use or abuse of prescription drugs

Nothing in this policy is meant to prohibit the appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, to the extent that it does not impair an employee’s job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, you should immediately inform the PDS Safety Department by calling 1-800-986-5530 or emailing safety@pdstech.com if you believe the medication might impair you job performance, safety or the safety of others or if you believe you may need to request an accommodation before reporting to work while under the influence of that medication.

Main Office: 1-214-647-9600 Ext. 10159
Direct line: 1-214-647-9629
Injury Fax Report Number: 1-800-896-5530
Email: safety@pdstech.com
24 Hour Safety Hotline: 1-866-528-9691
Safety Related- After Hours and Emergency: 1-214-223-7815

While the use of marijuana has been legalized under the law of many states for medicinal and/or recreational uses, it remains an illegal drug under federal law and its use insofar as it impacts the workplace is prohibited by PDS’s policy. A violation of any of the above is subject to disciplinary action, up to and including immediate termination of employment.

Employer-sponsored Events

From time to time, PDS may sponsor social or business-related events at which alcohol is served. This policy does not prohibit the use or consumption of alcohol at such events. However, if employees choose to consume alcohol at such events, they must do so responsibly and maintain their obligation to conduct themselves properly and professionally at all times with colleagues and/or current or prospective clients.

Workplace Searches and Inspections

To achieve the goals of this policy and maintain a safe, healthy and productive work environment,
PDS reserves the right at all times to inspect employees, as well as their surroundings and possessions, for substances or materials in violation of this policy. This right extends to the search or inspection of clothing, desks, lockers, bags, briefcases, containers, packages, boxes, tools and tool boxes, lunch boxes and employer-owned or leased vehicles and any vehicles on company property where prohibited items may be concealed. Employees should have no expectation of privacy while on PDS or client premises, except in restrooms, locker rooms, or other locations with a reasonable expectation of workplace privacy.

**Pre-employment Testing**

All job applicants are subject to drug and alcohol testing. All offers of employment with PDS are conditioned on the applicant submitting to and successfully completing and passing a drug and alcohol test in accordance with the testing procedures described in this policy.

**Testing Based on Reasonable Suspicion**

Employees may be asked to submit to a drug and alcohol test if an employee's supervisor or other person in authority has a reasonable suspicion, based on objective factors such as the employee's appearance, speech, behavior or other conduct and facts, that the employee possesses or is under the influence of unlawful drugs, such as marijuana, or alcohol, or both.

**Periodic/Random Testing**

Employees in safety or security-sensitive positions are subject to drug and alcohol testing on a random basis.

**Post-incident Testing**

Employees involved in any work-related accident or incident involving the violation of any safety or security procedures may be required to submit to drug and alcohol testing. This applies even if the incident did not result in injury to any person or any property damage.

**Client-Specific Testing**

PDS Clients may have drug and alcohol testing requirements in addition to the ones set out in this policy. PDS employees must comply with any such additional requirements.

**Testing Procedures**

All drug and alcohol testing under this policy will be conducted by an independent testing facility, which will obtain the individual's written consent prior to testing. In most cases, PDS will pay for the cost of the test.

Employees suspected of working while under the influence of illegal drugs or alcohol may be suspended until PDS receives the results of a drug and alcohol test from the testing facility and any other information PDS may require to make an appropriate determination. If the test results are negative, the employee will be returned to work and paid for any lost time.

**Confidentiality**

All records relating to an employee or applicant's drug and alcohol test results will be kept confidential and maintained separately from the individual's personnel file.

**Consequences of a Positive Test**

Employees who test positive will be removed from the worksite and subject to discipline, up to and including immediate termination of employment. Job applicants who test positive will have their conditional job offers withdrawn. Employees who test positive may also be required to reimburse PDS for the cost of the drug test.

**Consequences for Refusing to Submit to Testing or Failing to Complete the Test**

Employees who refuse to submit to testing as required by PDS or who fail to complete the test will be subject to discipline, up to and including immediate termination of employment. Job applicants who refuse to submit to drug and
alcohol testing will be deemed to have withdrawn themselves from the application process and will no longer be considered for employment.

**Americans with Disabilities Act**

Individuals who currently use drugs illegally are not individuals with disabilities protected under the ADA when an employer takes action because of their continued use of drugs. This includes people who use prescription drugs illegally as well as those who use illegal drugs. However, people who have been rehabilitated and do not currently use drugs illegally, or who are in the process of completing a rehabilitation program, may be protected by the ADA.

**Cigarettes, E-Cigarettes and Other Tobacco Products**

With regards to using tobacco products, you should always follow your PDS client’s policy and only use tobacco products where your PDS client allows you to do so while on your PDS client’s premises. Where not otherwise specified, e-cigarette use will be treated the same as regular cigarette use.
6.0 General Policies
6.1 Employee Privacy and Right to Inspect

PDS Tech, Inc. and/or client property, including but not limited to, lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of PDS and/or the client and is subject to inspection at any time, without notice to the employee, and without the employee’s presence. Employees should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, any employee property maintained on PDS or client premises including property kept in lockers and desks.

6.2 Social Media Policy

PDS recognizes that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media, such as Facebook, LinkedIn, Twitter, Pinterest, Tumblr, blogs and wikis. However, employees’ use of social media can pose risks to PDS or its clients’ confidential and proprietary information, reputation and brands, can expose the company to discrimination and harassment claims and can jeopardize the company’s compliance with business rules and laws.

To minimize these business and legal risks, to avoid loss of productivity and distraction from employees’ job performance and to ensure that PDS and its clients’ IT resources and communications systems are used appropriately as explained below, PDS expects its employees to adhere to the following guidelines and rules regarding social media use.

Compliance with Related Policies and Agreements

All of PDS’s other policies that might apply to social media use remain in full force and effect. Employees should always adhere to them when using social media. Social media should never be used in a way that violates any other of PDS or its clients’ policies or employee obligations. If your social media activity would violate any of PDS or its clients’ policies in another forum, it will also violate them in an online forum. For example, employees are prohibited from using social media to:

- Violate PDS or its clients’ IT resources and communications systems policies.
- Violate PDS or its clients’ confidentiality and proprietary rights policies.
- Circumvent PDS or its clients’ ethics and standards of conduct policies.
- Engage in unlawful harassment.
- Circumvent policies prohibiting unlawful discrimination against current employees or applicants for employment.
- Violate PDS or its clients’ privacy policies (for example, never access private password-protected sites of co-workers or other PDS or client stakeholders without permission).
- Violate any other laws or ethical standards (for example, never use social media in a false or misleading way, such as by claiming to be someone other than yourself or by creating an artificial “buzz” around our business, products or stock).

Employees who violate PDS or client policies may be subject to discipline, up to and including termination of employment.

Personal Use of Social Media

Personal use of social media is usually not permitted by PDS clients on working time by means of the client’s computers, networks and other IT resources and communications systems. Your PDS client may have more a more specific social media policy that you should adhere to.

No Expectation of Privacy

All contents of PDS and its clients’ IT resources and communications systems are the property of PDS or its clients. Therefore, employees should have no expectation of privacy whatsoever in any message, files, data, document, facsimile, telephone
conversation, social media post, conversation or message, or any other kind of information or communications transmitted to, received or printed from, or stored or recorded on PDS or its clients’ electronic information and communications systems.

You are expressly advised that in order to prevent misuse, your PDS client will likely monitor, intercept and review, without further notice, every employee’s activities using the company’s IT resources and communications systems, including but not limited to social media postings and activities, and you consent to such monitoring by your acknowledgment of this policy and your use of such resources and systems. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, logins, recordings and other uses of the systems as well as keystroke capturing and other network monitoring technologies.

Your PDS client may also store copies of such data or communications for a period of time after they are created, and may delete such copies from time to time without notice. Do not use your PDS client’s IT resources and communications systems for any matter that you desire to be kept private or confidential from PDS or your PDS client.

**Guidelines for Employees’ Responsible Use of Social Media**

The above material covers specific rules, policies and contractual obligations that employees must follow in using social media, whether for personal or business purposes, in consideration of their employment and subject to discipline for violations. The following sections of the policy provide employees with common-sense guidelines and recommendations for using social media responsibly and safely, in the best interests of PDS. These guidelines reflect the “duty of loyalty” all employees owe their employers, and are intended to add to, not contradict, limit or replace, applicable mandatory rules, policies, legal requirements, legal prohibitions and contractual obligations.

**Protect the PDS and its Clients’ Goodwill, Brands and Business Reputation**

You are personally responsible for what you communicate in social media. Remember that what you publish might be available to be read by the masses (including by PDS or its clients, future employers and social acquaintances) for a long time. Keep this in mind before you post content. Make it clear in your social media activity that you are speaking on your own behalf. Write in the first person and use your personal e-mail address when communicating via social media.

If you disclose your affiliation as an employee of PDS or as a contractor on assignment at a PDS client, it is recommended that you also include a disclaimer that your views do not represent those of your employer. For example, consider such language as “the views in this posting reflect my personal views and do not represent the views of my employer.” Use good judgment about what you post and remember that anything you say can reflect on PDS, even if you do include a disclaimer. Always strive to be accurate in your communications about PDS and its clients and remember that your statements have the potential to result in liability for you, PDS or PDS’s clients. PDS encourages professionalism and honesty in social media and other communications.

**Respect Intellectual Property and Confidential Information**

PDS’s policies restrict employees’ use and disclosure of PDS’s and its clients’ trade secrets, confidential information and intellectual property (see above). Beyond these mandatory restrictions, you should treat PDS and its clients’ trade secrets, intellectual property and other proprietary information about PDS’s clients and its clients’ products as confidential and not do anything to jeopardize or unwittingly disclose them through your use of social media. In addition, you should avoid misappropriating or infringing the intellectual property of other companies and
individuals, which can create liability for yourself and for PDS.

Respect and Comply with Terms of Use of All Sites You Visit

Do not expose yourself, PDS, or a PDS client to legal risk by using a social media site in violation of its terms of use. Review the terms of use of all social media sites you visit and ensure your use complies with them.

Respect Others

In addition to complying with PDS’s mandatory anti-harassment and anti-discrimination policies, do not post, or express a viewpoint on another’s post, such as by "liking" a Facebook post, anything that PDS or its clients’ customers, business partners, suppliers or vendors would find offensive, including ethnic slurs, sexist comments, discriminatory comments, profanity, abusive language or obscenity, or that is maliciously false.

Conduct Not Prohibited by this Policy

This policy is not intended to preclude or dissuade employees from engaging in legally protected activities protected by state or federal law, including the National Labor Relations Act, such as discussing wages, benefits or other terms and conditions of employment or legally required activities.

6.3 Personal Appearance

Your personal appearance reflects on the reputation and integrity of PDS. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, i.e. clean clothing, good grooming and personal hygiene, and appropriate social behavior. You should adhere to the requirements of your assigned PDS client’s dress code policy, if such a policy exists.

6.4 Personal Cell Phone/Mobile Device Use

While your assigned client may permit employees to bring personal cell phones and other mobile devices (i.e. smart phones, PDAs, tablets, laptops) into the workplace, employees must not permit the use of such devices to interfere with their job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of employee productivity. As a result, if your assigned client permits such devices, you should primarily use them during nonworking time, such as while on break and during meal periods. During this time, employees should use their device in a manner that is courteous to those around them. During work time, use of such devices should be kept at a minimum and limited to emergency use only. Employees with devices that have a camera and/or audio/video recording capability are restricted from using those functions on PDS or its clients’ property unless authorized in advance by management or used in a manner consistent with the rights of employees to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

Employees are expected to comply with PDS and its clients’ policies regarding the protection of the employer’s confidential and proprietary information when using personal devices. Employees should comply with their assigned clients’ mobile device rules and policies. Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

Violation of this policy will subject an employee to disciplinary action up to and including termination of employment.

6.5 Computer Security, Copying of Software, and Use of PDS or Client Property in General

Software programs purchased and provided by PDS and its clients are to be used only for creating,
researching, and processing PDS and PDS client-related materials.

By using PDS and its clients' hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable PDS and PDS client policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of a PDS client or developed by PDS client employees or contract personnel on behalf of a PDS client is and shall be deemed the property of that PDS client. It is the policy of PDS to respect all computer software rights and to adhere to the terms of all software licenses to which PDS or a PDS client is a party. PDS employees may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject users and/or PDS or its clients to both civil and criminal penalties under the United States Copyright Act.

When you are issued, or permitted to use, PDS or PDS client property, you should treat such property with the utmost care. Do not remove such property from your PDS client's premises unless you have express permission to do so. Never leave such property in your car or other vulnerable place with an increased likelihood of theft. If PDS or PDS client property issued to you is lost or stolen, notify your PDS recruiter and appropriate client personnel immediately. Never download unauthorized software or applications to, or click on unsolicited e-mail links while using PDS or client property, as doing so may compromise the security of the property.

6.6 Third Party Disclosures

From time to time, PDS or your PDS assigned client may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of PDS or your assigned PDS client and you should refer any call requesting PDS or its client's position to PDS Human Resources. If you have any questions about this policy or are not certain what to do when such a contact is made, please contact PDS Human Resources.

6.7 Personal Data Changes

It is your obligation to provide PDS with all your current contact information, including current mailing address, telephone number and email address. Please inform PDS of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings.
7.0 Benefits

7.1 Full-Time Employees

A full-time employee is an employee who has completed his or her introductory period and is regularly scheduled to work more than 30 hours per week. Unless stated otherwise, all the benefits provided to employees are for full-time employees only.

7.2 Exempt Employees

If you are classified as an exempt employee at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are an exempt or nonexempt employee, contact your PDS recruiter for clarification.

7.3 Health Insurance

PDS offers health insurance coverage options to its full-time employees who have completed 90 days of employment. Employees may also choose coverage for dependent children and spouses. Medical plan benefits for eligible employees and their dependent children and spouses are described in detail in the Summary Plan Description (SPD) prepared by the insurance carrier that is available to all eligible employees. These benefits may be canceled or changed at the discretion of PDS, unless otherwise required by law.

Health benefits during Family and Medical Leave Act (FMLA) leaves are maintained by PDS on the same terms as if the employee continued to work. Please contact Human Resources for clarification. In such circumstances, arrangements must be made by eligible employees to pay their share of the health insurance premium on a weekly basis to maintain insurance coverage. Please contact the Human Resources department to determine the amount of your contribution. PDS’s obligation to maintain health benefits stops when:

- An employee informs PDS of an intent not to return to work at the end of the leave period; or
- An employee fails to return to work when the FMLA entitlement is exhausted; or
- An employee’s premium contribution is past due.

PDS will be entitled to recover premiums paid to maintain health insurance coverage for an employee who fails to return to work from leave.

Please understand that plan eligibility does not necessarily mean coverage for all medical treatments or procedures. In addition, under changed circumstances you may be responsible for contributing to the cost of increased premiums. This benefit, as well as other benefits, may be canceled or changed at the discretion of PDS, unless otherwise required by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your medical benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). PDS’s Administrator will mail you information about your COBRA rights.

7.4 Ancillary Insurance

After completing 90 days of service, full-time employees may also be eligible to purchase one or more ancillary benefits, including dental insurance, vision insurance, long-term disability insurance, life insurance, or other coverage offered by or through PDS.

7.5 401(k) Plan

All employees are immediately eligible to participate in PDS’s 401(k) plan. As with your insurance benefits, please refer to your Summary Plan Description (SPD) provided by the Human Resources department for specifics. Should you have any other questions about pension or profit sharing rights, please consult with the benefits administrator. This benefit, as well as other benefits, may be canceled or changed at the discretion of PDS, unless otherwise required by law.
7.6 Sick Pay

Where required by city or state law, PDS provides employees with paid sick (and sometimes, safe) leave. Each city or state requiring employers to provide paid sick leave has their own specific rules governing the accrual, use, carryover, etc. of such sick leave. You should follow the rules of your locality’s sick leave law. However, you should also follow a few general guidelines, unless they conflict with your locality’s applicable rules. Give your PDS recruiter and client on-site supervisor as much advance notice as possible if you are going to use your sick time off. There may be occasions, such as sudden illness, when you cannot notify your PDS recruiter or client on-site supervisor in advance. In those situations, you must inform your PDS recruiter/client supervisor of your circumstances as soon as possible. For use of sick leave more than three consecutive work days, you may be requested to provide PDS Human Resources with a release from your doctor. Unused sick days may not be converted to a cash payment. You may be required to use available sick leave during family and medical leave, disability leave, or other leave. Should PDS notice a pattern of abuse regarding an employee’s use of sick leave, it may investigate such use further. Pursuant to such investigation, an employee may be required to provide proof of illness.

7.7 Leaves of Absence

A leave of absence (leave) is defined as an unpaid approved absence from work for a specified period for medical, parental, military, or other approved reasons. If an employee finds that he she must be out of work for more than three days, he or she should contact the Human Resources department to determine if a leave of absence may be necessary.

While on leave, an employee must contact the Human Resources department at least every 30 days. This provision does not apply to employees taking Family and Medical Leave Act (FMLA) leave. Employees taking FMLA leave should consult the documents they are provided for FMLA leave or should discuss such notification or certification issue with Human Resources. Failure to contact HR upon request may result in voluntary termination of employment. Failure to return to work upon the expiration of the leave or refusing an offer of reinstatement for which the employee is qualified will also result in voluntary termination of employment.

Required Documentation

All requests for a leave of absence must be made on a Leave of Absence Request Form for the type of leave requested (FMLA, disability accommodation, military, pregnancy, other medical leave, personal leave, etc.) and submitted to PDS Human Resources. An employee must provide 30 days’ advance notice when the need for the leave of absence is foreseeable; for instance, if medical treatments or other events are planned or known in advance. If the leave of absence is not foreseeable, the employee must provide notice to his or her PDS recruiter, client supervisor, and PDS Human Resources as soon as possible. Medical certifications and/or other documentation supporting the need for the leave may be required.

Job Benefits

Family and Medical Leave Act (FMLA) leaves of absence allow for up to 12 weeks of group health insurance continuation coverage in the same manner as if the employee continued to work. The employee must continue to pay his or her portion of the benefits which may be made by payroll deductions (when applicable) or by check which must be submitted to the Human Resources department each pay period unless other arrangements have been made. If the employee fails to pay his or her portion of the benefits for more than 30 days, the employee’s coverage(s) will be terminated and the employee will be offered COBRA to continue benefits coverage. While on leave, employees may be required to use any accrued vacation or sick time. No benefits will be accrued while an employee is on leave. Except as otherwise provided by law, time spent on a leave of absence, except for military reserve duty, will not be counted as time employed in determining an employee’s eligibility for benefits that accrue based on length of employment.
7.8 Family and Medical Leave of Absence Policy

A. General

We recognize that there are times when an employee may need to be absent from work due to qualifying events under the Family and Medical Leave Act (FMLA). Accordingly, we will provide eligible employees up to a combined total of 12 weeks of unpaid FMLA leave per leave year for the following reasons and any other leave authorized by the FMLA:

- **Parental Leave**: For the birth or placement of an adopted or foster child
- **Personal Medical Leave**: When an employee is unable to work due to his or her own serious health condition
- **Family Care Leave**: To care for a spouse, child, or parent with a serious health condition
- **Military Exigency Leave**: When an employee’s spouse, parent, son, or daughter (of any age) experiences a qualifying exigency resulting from military service (applies to active service members deployed to a foreign country, National Guard and Reservists)
- **Military Care Leave**: To care for an employee’s spouse, parent, son, daughter (of any age), or next of kin who requires care due to an injury or illness incurred while on active duty or was exacerbated while on active duty. Note: A leave of up to 26 weeks of leave per 12-month period may be taken to care for the injured/ill service member

B. Key Policy Definitions

- **Eligible employees** under this policy are those who have been employed by PDS for at least 12 months (need not be consecutive months and under certain circumstances hours missed from work due to military call-up will also be counted) and have performed at least 1,250 hours of service in the 12-month period immediately preceding the date leave is to begin. Employees who work in small locations with fewer than 50 employees within 75 miles, are not eligible for leave. However, employees should contact Human Resources to discuss other types of leave that might be available for the reasons listed in this policy.
- **Leave year** for the purposes of this policy shall be a rolling 12-month period measured backward from the date an employee uses any FMLA leave.
- A **spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage arose.
- A **son or daughter** for the purposes of parental or family leave is defined as a biological, adopted, foster child, step-child, legal ward, or a child for whom the employee stood in loco parentis to, who is (1) under 18 years of age or, (2) 18 years of age or older and incapable of self-care because of physical or mental disability. A son or daughter for the purposes of military exigency or military care leave can be of any age.
- A **parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to the employee when the employee was a son or daughter.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents,
aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual shall be the only next of kin. In appropriate circumstances, employees may be required to provide documentation of next of kin status.

• A **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions which may qualify, contact Human Resources.

• A **health care provider** is a medical doctor or doctor of osteopathy, physician's assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.

• **Qualifying exigencies** for military exigency leave include:
  o Short-notice call-ups/deployments of seven days or less (Note: Leave for this exigency is available for up to seven days beginning the date of call-up notice)
  o Attending official ceremonies, programs, or military events
  o Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent
  and nonroutine child care situations, arranging for school transfers, or attending school or daycare meetings
  o Making financial and legal arrangements
  o Attending counseling sessions for the military service member, the employee, or the military service members’ son or daughter who is under 18 years of age or 18 or older but is incapable of self-care because a mental or physical disability
  o Rest and recuperation (Note: Fifteen days of leave is available for this exigency per event)
  o Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (Note: Leave for these events is available during a period of 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty
  o Parental care when the military family member is needed to care for a parent who is incapable of self-care (e.g. arranging for alternative care or transfer to a care facility)
  o Other exigencies that arise that are agreed to by both PDS and employee

• **A serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.
C. Notice and Leave Request Process

Foreseeable Need for Leave: If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, employees must give at least 30 days' notice. If 30 days' notice is not practicable, notice must be given as soon as possible. Employees are expected to complete and return a Leave of Absence Request Form prior to the beginning of leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.

Unforeseeable Need for Leave: If the need for leave is unforeseeable, notice must be provided as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Employees are expected to complete and return the necessary Leave of Absence Request Form as soon as possible to obtain the leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.

Leave Request Process: To request leave under this policy, employees must obtain and complete a Leave of Absence Request Form from Human Resources and return the completed form to Human Resources. If the need for leave is unforeseeable and employees will be absent more than three days, employees should contact Human Resources by telephone and request that a Leave of Absence Request Form be mailed to their home. If the need for leave will be fewer than three days, employees must complete and return the leave request form upon returning to work.

Call-in Procedures: In all instances where an employee will be absent, the call-in procedures and standards established for giving notice of absence from work must be followed.

D. Leave Increments

Parental Leave: Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental Leave must be completed within 12 months of the birth or placement of the child; however, employees may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave: Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

E. Paid Leave Utilization During FMLA Leave

Employees taking parental, family care, military exigency and/or military care leave must utilize available vacation, personal days, and/or family illness days during this leave. Employees on personal medical leave must utilize available sick, personal, and vacation days during this leave. Employees receiving short- or long-term disability or workers’ compensation benefits during a personal medical leave will not be required to utilize these benefits. However, employees may elect to utilize accrued benefits to supplement these benefits.

F. Certification and Fitness for Duty Requirements

Employees requesting family care, personal medical, or military care leave must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite the employee's diligent efforts. Failure to timely provide certification may result in leave being delayed, denied, or revoked. In PDS's discretion, employees may also be required to obtain a second and third certification from another health care provider at PDS expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at
appropriate intervals. Employees requesting a military exigency leave may also be required to provide appropriate active duty orders and subsequent information concerning qualifying exigencies involved. Employees requesting personal medical leave will also be required to provide a fitness for duty certification from their health care provider prior to returning to work.

**G. Scheduling Leave and Temporary Transfers**

Where possible, employees should attempt to schedule leave so as not to unduly disrupt operations. Employees requesting leave on an intermittent or reduced schedule basis that is foreseeable based on planned medical treatment may be temporarily transferred to another job with equivalent pay and benefits that better accommodates recurring periods of leave.

**H. Health Insurance**

PDS will maintain an employee’s health insurance coverage during leave on the same basis as if he or she were still working. Employees must continue to make timely payments of their share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. Alternatively, at PDS’s option, PDS may pay the employee’s share of the premiums during the leave and recover the costs of this insurance upon the employee’s return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if an employee does not return to work at the end of leave, PDS may require the employee to reimburse PDS for the health insurance premiums paid during the leave.

**I. Return to Work**

Employees returning to work at the end of leave will be placed in their original job or an equivalent job with equivalent pay and benefits. Employees will not lose any benefits that accrued before leave was taken. Employees may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

**J. Spouse Aggregation**

In the case where an employee and his or her spouse are both employed by PDS, the total number of weeks to which both are entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, a husband and wife employed by PDS will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed because of an employee’s own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

**K. General Provisions**

*Failure to Return:* Employees failing to return to work or failing to make a request for an extension of their leave prior to the expiration of the leave will be deemed to have voluntarily terminated their employment.

*Alternative Employment:* No employee, while on leave of absence, shall work or be gainfully employed either for himself, herself, or others unless express, written permission to perform such outside work has been granted by PDS. Any employee on a leave of absence who is found to be working elsewhere without permission will be automatically terminated.

*False Reason for Leave:* Discipline up to and including termination will occur if an employee gives a false reason for a leave.

**7.9 Military Leave (USERRA)**

PDS complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with applicable law.
with the Uniformed Services Employment and Reemployment Rights Act of 1994 (with amendments) and all applicable state law. Documentation of the need for the leave is required to be submitted to Human Resources. An employee returning from military leave of absence will be reinstated to his or her previous or similar job in accordance with state and federal law. You must notify your PDS recruiter and Human Resources of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits and reinstatement upon return from military leave, please contact Human Resources.

7.10 Jury Duty and Witness Leave

If you are summoned for jury duty, please make scheduling arrangements with your client supervisor and PDS recruiter as soon as you receive your summons or subpoena. If state or local law requires, you will be paid for jury duty leave. Otherwise, you should expect that such leave will be unpaid.

7.11 Voting Leave

If your work schedule prevents you from voting on Election Day, PDS will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your client supervisor and PDS recruiter, consistent with applicable legal requirements. Where available, you are encouraged to take advantage of early voting times and locations so long as they do not conflict with your work schedule.

7.12 Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by PDS and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from PDS.

7.13 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible employees and their beneficiaries to continue health insurance coverage under PDS health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements. Please contact Human Resources to learn more about your COBRA rights.
8.0 End of Assignment

8.1 Notice

When You End Your Assignment

Should you decide to end your assignment early, you are encouraged to provide as much notice as possible. Please notify your PDS recruiter in writing of your intent to end your assignment and of your projected final day of work.

When PDS Ends Your Assignment

Either PDS personnel or personnel of your PDS client may notify you that your assignment has ended. PDS and/or your PDS client will attempt to give you as much notice as possible, however, the employment relationship remains at will and either you or PDS may end the relationship at any time, for any reason, with or without advanced notice.

Within twenty-four (24) hours of your receipt of notification from either PDS or your PDS client that your assignment has ended or that your employment with PDS was terminated, you must call PDS at 866-305-2556 and report your availability to seek another assignment. Failure to call within twenty-four (24) hours of the end of your assignment will be considered job abandonment and may affect your ability to receive unemployment insurance benefits.

8.2 Property

PDS or Client Property

Immediately upon the end of your assignment, you must return any and all PDS and Client property. If you are unsure as to whom the property should be returned, please contact your PDS recruiter and provide an inventory of the property in your possession. Your PDS recruiter will provide you with further instructions regarding the return of such property.

Personal Property

At the end of your assignment, please follow any and all instructions provided by either PDS or your PDS client with regard to collection of any personal property you may have onsite. If you are notified of the end of your assignment while away from the worksite, please contact your PDS recruiter to coordinate retrieval of such items.

8.3 Post-Employment Reference Policy

PDS uses The Work Number for all post-employment reference checks. Please use the following information when you need a reference check.

Proof of Employment

Provide the person requesting your proof of employment the following information:
- The Work Number access option: www.theworknumber.com or 1-800-367-5690
- The PDS Tech employer code: 11615
- Your Social Security Number

Proof of Employee Income

To provide proof of employment and income:
- Access The Work Number either via the Web or telephone: www.theworknumber.com or 1-800-367-2884
- Select the Employee option and Login. To Login, enter the following information:
  - PDS Tech, Inc. Employer Code: 11615
  - Your Social Security Number
  - Your PIN (You will be promoted to create a PIN the first time you call)
- Select the “Create a Salary Key” option and write down the Salary Key
- Provide the person requesting proof of your employment plus income the following information:

This Temporary Employee Handbook was reviewed by legal counsel in March of 2017.
The Work Number access option: www.theworknumber.com or 1-800-367-5690
The PDS Tech employer code: **11615**
Your Social Security Number
Your Salary Key

If there are issues in verifying your employment and/or income, please contact The Work Number Client Service Center: 1-800-996-7566 (Voice) 1-800-424-0253 (TTY – Deaf) Monday – Friday, 7:00 a.m. – 8:00 p.m. (CST).
9.0 Safety and Loss Prevention

9.1 General Safety Policy

PDS Tech, Inc. assumes no responsibility for the acts or omissions of your PDS client, including but not limited to any alleged violation of any federal, state or local law or regulation relating to the client's premises, policies, practices, employees, or agents, working conditions or the termination of any assignment that you may be offered or which you have received. If at any time, you are offered or assigned work at any site and you feel that you are not able to safely or competently perform any action or responsibility of the assignment, you must immediately notify the PDS Safety Hotline at 1-866-528-9691. By calling this number a member of the Risk Management Department will be notified, and your call will be returned.

9.2 Onsite Injuries and Workers’ Compensation Insurance

In case of an illness, injury or accident that you believe is related to an assignment or to your PDS employment, you are required to report the event immediately to PDS by using any of the numbers given to you by your supervisor, included in your hire packet, or by calling the PDS Safety Hotline at 1-866-528-9691. You must report, regardless of whether or not you believe that you are seriously injured or whether you think you need medical attention. On the same workday that the illness, injury or accident occurs, you must submit a written report to your client on-site manager, your PDS recruiter, or the Corporate Risk Management Office on the First Report of Injury form available from your supervisor or on the PDS Tech web site located in the safety section of the "MY PDS" site. All documents and notes relating to examinations and treatments (including follow-up care) for illnesses, injuries or accidents that you believe may be related to your Assignment or to your PDS employment, must be turned over to your local PDS Tech branch office, faxed to the Corporate Risk Management Office at 1-800-986-5530 or sent electronically to safety@pdstech.com for review by our insurance carrier, and for payment. Failure to supply these documents may cause refusals or failure to pay by our carrier.

In the event of an emergency, you must be treated at the hospital or clinic nearest to the location of the assignment where you are working when the illness, accident or injury occurs. It is your responsibility to be sure that the client on-site manager or PDS branch representative has supplied you with the names and locations of approved clinics and doctors that are closest to your working location. If after hours or if you have any questions relative to this section, please use any of the following numbers or contacts:

Main Office: 1-214-647-9600 Ext. 10159
Direct line: 1-214-647-9629
Injury Fax Report Number: 1-800-896-5530
Email: safety@pdstech.com
24 Hour Safety Hotline: 1-866-528-9691
Safety Related- After Hours and Emergency: 1-214-223-7815

This Temporary Employee Handbook was reviewed by legal counsel in March of 2017.
10.0 Trade Secrets and Inventions

10.1 Employee Inventions

Any employee invention created, in whole or in part, during an employee's work hours, or from the use of a PDS client's equipment or facilities, is a "work for hire" and the property of the PDS client.

10.2 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, PDS Tech, Inc. employees are required to protect the confidentiality of PDS and PDS client trade secrets, proprietary information, and confidential PDS and client-related commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.). Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from a supervisor. Any employee who has information that leads them to suspect that an employee or competitor is obtaining such information is required to inform their PDS recruiter or Human Resources. Violation of this policy may result in the discipline or termination of any employee, as well as subject the employee to civil liability.
11.0 Client Relations

11.1 Client Relations

We strive to provide the best services possible to our clients. Our clients support this business and generate your wages. You are expected to treat every client employee and the employees of other staffing firms at your worksite with the utmost respect and courtesy during your working time. You should never act in a disrespectful manner toward a client employee during your working time. If you are having problems with a client employee or employee of another staffing firm at your worksite, please notify your PDS recruiter immediately. Positive client relations will go a long way to establishing PDS as a leader in its field.
12.0 Helpful Websites

12.1 Helpful Websites for All Employees

- [https://ess.pdstech.com](https://ess.pdstech.com) – view paycheck information, elect benefits/view benefit information, enroll in direct deposit, update your tax withholding status and allowances, or view leave balances (for active employees only)
- [http://www.pdstech.com](http://www.pdstech.com) – view current job postings, view benefits, 401(k), and general payroll information
- [https://paperlesspay.talx.com](https://paperlesspay.talx.com) – view printable payroll information, download annual tax forms, obtain employment/income verification. Enter ‘11615’ when prompted for your Employer’s Code (for active or inactive employees)
- **PDS Mobile Employee App** – download ‘Infor Lawson Mobile Employee’ from your Apple or Android device app store to view weekly paystubs, benefits and leave balances on-the-go
  - o Launch the application by clicking the application icon on your mobile device.
  - o Enter New Profile Settings
    - In the **Profile Name** field enter: PDS Tech, Inc
    - In the **Server** field enter: https://ess.pdstech.com
    - In the **Port** field enter: 443
    - Click **Save Profile** to save your changes. Your configuration settings will be retained the next time you access the application, and can be updated at any time.
  - o In the **Username** field, type your Employee Self Service logon ID (PDS Employee Number).
  - o In the **Password** field, type your Employee Self Service password
  - o Click on the **Login** button and you will be logged onto the PDS Mobile Employee Application.

12.2 Additional Websites for PDS Benefit Partners

- Medical – [http://www.cigna.com](http://www.cigna.com) – for employees enrolled in PDS’s optional OAP 1000, OAP 1200, or HSA plans
- Medical – [http://www.askallegiance.com](http://www.askallegiance.com) – for employees enrolled in PDS’s optional MEC or MEC+ plans
- Ancillary – [http://www.guardiananytime.com](http://www.guardiananytime.com) – for employees enrolled in a PDS optional dental, life insurance, AD&D, or Long-Term Disability plan
- Vision – [http://www.vsp.com](http://www.vsp.com) – for employees enrolled in PDS’s optional vision insurance plan
- 401(k) – [http://www.retirementlink.jpmorgan.com](http://www.retirementlink.jpmorgan.com) – access your 401(k) account to elect deferrals, manage your investments, view your balance, update your beneficiaries, etc.
- Legal Plan – [https://www.legalplans.com/](https://www.legalplans.com/) – for employees enrolled in Hyatt Legal Plans providing service for a wide range of personal matters

This Temporary Employee Handbook was reviewed by legal counsel in March of 2017.
13.0 Closing Statement

13.1 Closing Statement

Thank you for reading our Temporary Employee Handbook. We hope it has provided you with an understanding of PDS’s history and structure as well as our current policies and guidelines. We look forward to working with you to create a successful PDS and a safe, productive, and pleasant workplace.
14.0 Acknowledgment of Receipt and Review
14.1 Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Temporary Employee Handbook and understand that it is my responsibility to read the Temporary Employee Handbook in its entirety. I agree to comply with the rules, policies, and procedures set forth herein, as well as any revisions made to the Temporary Employee Handbook in the future. I also understand that if I violate the rules, policies, and procedures set forth herein that I may be subject to discipline, up to and including termination of my employment.

I understand that the Temporary Employee Handbook contains information about the employment policies and practices of PDS. I understand that the policies outlined in this Temporary Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that PDS retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and PDS. I understand that this Temporary Employee Handbook supersedes and replaces any and all prior Temporary Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, which can only be changed by the CEO or President of PDS in a written and signed document, PDS reserves the right to revise, delete, and add to the provisions of this Temporary Employee Handbook at any time without further notice. I understand that no oral statements or representations can change the provisions of this Temporary Employee Handbook. I understand that this Temporary Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Temporary Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period. I understand nothing in this handbook is created to infringe on any available legal rights.

I understand that this Temporary Employee Handbook refers to current benefit plans maintained by PDS and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

If I have questions about the content or interpretation of the Temporary Employee Handbook, I will ask Human Resources.

_______________________________________________________
Date

_______________________________________________________
Signature of Employee

_______________________________________________________
Print Name

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CONNECTING THE RIGHT PEOPLE TO THE RIGHT JOBS™