# POLICIES AND PROCEDURES

Staffing Support Solutions, LLC (S3) policies and procedures are intended to be for informational purposes only. This is not a contract between S3 and its Employees, and does not guarantee placement in any position. S3 policies and procedures are subject to change at any time at the sole discretion of S3 and without notice.

Employment at S3 is on an “at will” basis, meaning that employees are free to resign at any time and S3 is free conclude an employment relationship at any time it, in its sole discretion, deems termination is in the best interest of the company. Other than the president of the organization, no supervisor, manager or other person, irrespective of title or position, has authority to alter the at-will status of your employment or to enter into any employment contract for a definite period of time with you. Any agreement with you altering your at-will employment status must be in writing and signed by the president.

*S3 is committed to providing equal employment opportunity to all applicants and employees without regard to race, color, creed, age, sex, national origin, religion, or disability.*

**Safety Is Our Number One Priority**

Your health and well-being are very important to us! Providing a safe and healthy workplace is our number one priority and we expect all of our employees to follow safe practices while working. Each employee is responsible for knowing the safety requirements on the project that he/she is working on. No one should ever take any unnecessary risks while performing his or her job. You must be alert to any potentially hazardous conditions and report them immediately to your job site supervisor and S3. In addition, employees are empowered to stop work before completing an unsafe task and should immediately contact their job site supervisor and Chris Kent, S3.

Each employee is required to keep his/her work area clean and free from hazards and must wear all the personal protective equipment at all times while on their project.

**If You Are Hurt on the Job**

All accidents, injuries and incidents or “near misses”, must be reported to your site Coordinator/supervisor immediately, no matter how minor you may think it is. (Near misses are defined as unplanned event that did not result in injury, illness or damage, but had the potential to do so). You must also report the accident immediately to the S3 Operations Manager or Office Manager as soon as possible. We are available 24 hours a day, 7 days a week to handle any safety concerns you may have. Nothing is more important to us!

**Attendance/Call out Procedures**

Our clients have schedules and deadlines and they rely on our employees to show up every day at the scheduled time. You are required to show up for work on time, return to work from lunch on time and return to work from scheduled breaks on time. Excessive tardiness and/or absenteeism could result in your assignment coming to an end and impact our ability to place you at other jobs. In the event you must be tardy, absent, or leave work early, be sure to follow your supervisor's call out procedures. Additionally, you must call S3 to notify us of your absence if you know you will be out, call your supervisor or call out line.

**Family & Medical Leave Act Policy Statement**

S3 allows employees to balance work and family life by taking reasonable unpaid leave for certain family and medical reasons. FMLA provides you with up to 12 workweeks of unpaid, job-protected leave a year, and requires group health benefits to be maintained during the leave as if employees continued to work instead of taking leave. S3 may require that the need for a leave for a serious health condition or employee’s immediate family member be supported by a certification issued by a healthcare provider.

Employee Eligibility

To be eligible for FMLA leave, an employee must work for:

* Have worked for S3 for at least 12 months; and
* Have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave.

Employee Responsibilities

Eligible employees seeking to use FMLA leave may be required to provide:

* 30-day advance notice of the need to take FMLA leave when the need is foreseeable;
* Notice “as soon as practicable” when the need to take FMLA is not foreseeable;
* Sufficient information to understand that the employee needs leave for FMLA-qualifying reasons.

Leave Entitlement

You are eligible up to a total of 12 workweeks of unpaid leave in a 12-month period for one or more of the following reasons:

* For the birth of a son or daughter, and to care for the new born child; (Leave to care for a newborn child or for a newly placed child must conclude within 12 months after birth or placement.)
* For the placement with the employee of a child for adoption or foster care, and to care for the newly placed child;
* To care for an immediate family member (spouse child, or parent – but not a parent “in law”) with a serious health condition; and
* When you are unable to work because of a serious health condition, which means an illness, injury, impairment, or physical or mental conditions that involves: (1) treated connected with inpatient care, (2) incapacity requiring absence of more than 3 calendar days which involves continuing treatment by a healthcare provider, (3) any period of incapacity due to pregnancy or prenatal care; (4) period of incapacity due to a chronic serious health condition; period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, (5) any absence to receive multiple treatments.

**Timecards / Timesheets**

It is your responsibility to ensure your weekly timecard is correct. If you notice an error or discrepancy on your timecard, contact your supervisor immediately to get it corrected. All timesheets received by S3 must be approved by the client. If you have any questions or issues with your paycheck, please contact the S3 main office.

**Paychecks**

S3 pay periods are Monday through Sunday, and Payday is each Friday. Paycheck distribution may vary by client so be sure to inquire with your S3 coordinator for further details. Direct deposit is available. If you’re interested, please discuss with your S3 coordinator.

**Problems on the Job**

Occasionally, problems arise on the job. We encourage you to work any problems out and go to your supervisor for assistance. If you have spoken to a supervisor and are still having issues, please reach out to S3 as soon as possible, do not let issues escalate.

**Americans with Disabilities Act (ADA) Policy Statement**

S3 will fully comply with all requirements of the American with Disabilities Act (ADA). Our policy is to treat all employees without discrimination because of physical or mental disability in regard to any position for which the employee is qualified and to treat them equally in all employment practices including: compensation, benefits, training, promotion, transfer or demotion, layoff or termination, and all other terms, conditions and privileges of employment.

S3 will make reasonable accommodation to the known physical or mental limitations of qualified applicants or employees with disabilities to enable them to perform essential job duties, unless such accommodation would impose an undue hardship on the operation of the business.

The Company will maintain all information regarding the medical condition or history of applicants, employees, and employees’ dependents on separate forms and in separate locked medical files and will treat such information as a confidential medical record, to be utilized only as permitted by law.

**No Tolerance Drug and Alcohol Policy**

S3 is a drug free employer and has a *No Tolerance* policy of working while impaired and/or under the influence of illegal drugs and alcohol. S3 is committed to protecting the safety, health and well-being of all employees and individuals in our workplace. We recognize that alcohol abuse and drug use pose significant threat to our goals. We have established a drug free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug free environment. Violation of this policy will result in disciplinary action, including termination.

It is a violation of our drug free workplace policy to use, possess, sell trade and/or offer for sale alcohol, illegal drugs or intoxicants.

Any employee who is convicted of a criminal drug violation in the workplace must notify the organization in writing within five calendar days of the conviction. The organization will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

One of our goals of our drug free work place program is to encourage employees to voluntarily seek help with alcohol and/or drug programs. If, however, an individual violates the policy the consequences are serious.

*S3 reserves the right to require and conduct random drug tests at any time. Refusing a drug test will result in termination.*

**Fitness for Duty**

If it is determined that an employee appears unfit for duty, he or she may be required to undergo a *Fitness for Duty Evaluation*. This evaluation may include a medical evaluation, a drug and/or alcohol testing, and any other tests deemed necessary.

**Anti-Harassment and Discrimination**

S3 is committed to maintaining an equal-opportunity work environment free from any form of unlawful discrimination and harassment. Each of the company's employees has the right to work in an environment free from all forms of illegal discrimination, including but not limited to unwelcome sexual advances or overtures. Consequently, the company will not tolerate illegal discrimination against or harassment of its employees by any other employee or by a third party. Such discrimination and harassment violates federal and state law and the company's own policy.

**SEXUAL HARRASSMENT:** S3 has zero tolerance for Sexual Harassment. S3 believes you should be afforded the opportunity to work in an environment free of sexual harassment. Sexual harassment is a form of misconduct that undermines the employment relationship. No employee, either male or female, should be subjected verbally or physically to unsolicited and unwelcomed sexual overtures or conduct.

**OTHER HARASSMENT DEFINED:** Harassment based on someone's race, color, religion, national origin, gender, pregnancy, age, military service, handicap or disability also is prohibited. Such harassment includes jokes, verbal abuse and epithets, degrading comments, the display of offensive objects and pictures, and other conduct that an individual reasonably finds to be offensive.

If you experience or witness any type of harassment in the workplace, report it immediately to your supervisor or the next person in your chain of communication. All allegations of harassment, sexual or otherwise, will be quickly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. If an investigation of any allegation of harassment shows that harassing behavior has taken place, the harasser will be subject to disciplinary action, up to and including dismissal. When the investigation is completed, you will be informed of the outcome of that investigation. S3 will permit no employment based retaliation against anyone who brings a complaint of any kind of harassment.

**Prohibition against Retaliation**

No company employee will be permitted to suffer retaliation or reprisal for making a report of a violation or suspected violation of this policy or for assisting with the investigation of such a report. Such retaliation or reprisal against an employee by any other employee or third party is itself a violation of this policy and will subject the individual engaging in such retaliation or reprisal to the full range of disciplinary measures available to the company, including but not limited to withholding of promotion or transfer, oral or written reprimand, or suspension or termination of an employee's employment. Reports of retaliation or reprisal in violation of this policy shall be made, received, investigated, and handled in the same manner as reports of discrimination or harassment made under this policy.

**Prohibition Against Knowing And Intentional False Reports**

Any individual who knowingly and intentionally makes a false report of illegal discrimination or harassment in violation of this policy or who makes a false report under this policy with reckless disregard for its truth, shall be in violation of this policy and shall be subject to appropriate discipline, which may include but is not limited to withholding of promotion or transfer, oral or written reprimand, or suspension or termination of an employee's employment.

**Workplace Violence**

S3 is committed to preventing workplace violence and to maintaining a safe work environment and has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises. All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay” or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous, unauthorized or hazardous devices or substances are prohibited from the premise of S3 and all client/customer locations.

The safety and security of all employees is of primary importance. Threats, threatening and abusive behavior, or acts of violence against employees, visitors, customers (clients), or other individuals by anyone on company property will not be tolerated. Violations of this policy will lead to corrective action up to, and including, termination and/or referral to appropriate law enforcement agencies for arrest and prosecution. S3 reserves the right to take any necessary legal action to protect its employees.

Employees are responsible for notifying management of any threats that they witness, receive or have knowledge of. Employees should report any behavior they have witnessed that they regard as potentially threatening or violent or which could endanger the health or safety of an employee. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threatening behavior and the person or persons being threatened. The organization understands the sensitivity of the information requested and has developed confidentiality procedures that recognize and respect the privacy of the reporting employee.

**Employee Work Rules**

Each incident will be reviewed by the employee’s supervisor or manager. If the severity of the violation does not warrant immediate termination, the problem will be addressed through the corrective action program. Conduct which is unacceptable and will result in immediate discharge includes, but is **not limited to**:

1. Harassment of or discrimination against an employee or customer, including, but not limited to, on the basis of age, race, sex, national origin, religion, pregnancy, disability;
2. Excessive absenteeism or tardiness, including unauthorized or prolonged breaks;
3. Falsification, unauthorized reproduction, or altering of S3 records or reports, including but not limited to, employment applications, time reporting, and expense reports;
4. Solicitation of sexual favors, advances, or any other verbal or physical conduct of a sexual nature on the company’s premises or a company sponsored function;
5. Dishonesty, misrepresentation, or other conduct detrimental to the company;
6. Conviction of a crime indicating unfitness for the job or considered detrimental to the company, its employees, or customers;
7. Conduct which compromises the safety of the employees or security of the workplace;
8. A slow-down, interference or delay of your work or the work of other employees;
9. Theft, misappropriation, fraud, or gambling;
10. Possession of weapons in the workplace;
11. Violation or disregard of safety rules;
12. Threatening or intimidating conduct, including, but not limited to fighting, damaging company property, horseplay, practical jokes, pranks or endangering persons on the company’s premises, or any other conduct which S3 deems improper, unprofessional, or unethical;
13. Use of threatening, disrespectful, intimidating, coercive or abusive language in the workplace;
14. Insubordination (including, but not limited to, refusal to comply with reasonable business instructions) or failure to perform reasonable duties as assigned;
15. Leaving the job during working hours, i.e., not while on authorized break or lunch period, without permission of your supervisor, or switching shifts with another employee without prior approval;
16. Sleeping on the job;
17. Making maliciously false statements about S3 or unauthorized possession, use or disclosure of confidential information about the Company;
18. Failure to cooperate with an investigation of management;
19. Failure to report an accident in the workplace;
20. Indecent conduct in the workplace;
21. Inefficiency, carelessness or other unsatisfactory work performance;
22. Possession, distribution, sale, transfer, use or being under the influence of drugs in violation of the Drug Free Workplace Policy;
23. Smoking, except in designated areas;
24. Violation of or failure to follow other company policies;
25. Any other conduct not in the best interest of the company.

The above list is not all inclusive, and may be changed from time to time at the discretion of S3.

**Progressive Discipline Policy**

**POLICY:** Employees of S3, LL Care expected to observe certain standards of job performance and conduct. Conformance to generally-accepted rules of conduct is necessary to protect the health and safety of all employees and to protect the goodwill and property of the company. Conduct which adversely affects or is otherwise detrimental to the interest and reputation of the company, its employees or customers, may result in disciplinary action, up to and including termination. While the company reserves the right to impose progressive discipline for certain types of conduct, employment with the company is at-will. Consequently, certain conduct may warrant, in the company’s sole discretion, immediate termination. The company shall decide in all cases what corrective action is appropriate.

Management reserves the right to enter into any level of disciplinary action or termination based on the severity of the offense and the employee’s past work record.

**Ending of Assignment**

When your assignment ends, please notify S3 immediately so we may begin searching for new employment for you. It is imperative that you keep us updated on any changes of assignment.

**Personal Changes**

It is your responsibility to keep S3 updated on any changes in address, contact information and tax form changes (e.g. marriage, a change in the number of dependents, or a change in the amount of itemized deductions or tax credits anticipated for the tax year).

**Call in Policy**

It is your responsibility to call in each day that you are not currently assigned to let us know that you are available for a new assignment. **If you have not inquired about a new assignment for 30 days, you will be marked as voluntary quit in our system.** To call in for work, call 844-9STAFF4, Option 1, and leave a voicemail with your name, where you live, your experience/preferred field, your phone number, and your availability.

**Payroll Advances**

In the event an error occurs with your weekly time received from our clients it may be necessary for us to advance you funds until the issue is resolved. If funds are advanced to the employee, this is to be considered an advance of earned funds to be deducted from the employee’s next payroll check. I understand and agree to this policy.

I have been explained S3’s policies and procedures, which I have read and understand. I understand and agree that S3’s policies and procedures may be changed from time to time at S3’s discretion, without advance notice. I understand that I am expected to adhere to the policies and procedures and be subject to the discipline set forth in them.

I understand that the policies and procedures do not provide any contractual right or guarantees of employment and that my employment is for no duration. I further understand that my employment relationship may be terminated at any time with or without cause, either by myself or S3, and this understanding cannot be modified except by written agreement signed by the President of S3.

I authorize S3 to deduct any charges for damages and or cleaning charges due to hotel or travel. I agree to have this deducted from my pay check directly.

**Hotel Policy**

If you are asked or required to stay in a hotel room for S3 or one of our clients the following rules MUST be adhered to. If these rules are not followed the result may include termination, payroll deductions (for damages or cleaning) or prosecution if required.

* Respect ALL hotel and company rules at ALL times.
* Drugs and alcohol PROHIBITED!!
* Fighting is prohibited while in hotel, van or on the jobsite.
* Keep rooms clean and respect Hotel staff and their guests at all times.
* Employees are responsible for all incidental charges. i.e. phone calls, meals, smoking charges for smoking in rooms, additional cleaning charges and damage to room and or hotel/guests/contractor property.

**Van\travel policy**

If an employee has been chosen to travel from site to site with S3 the following rules MUST be adhered to. If these rules are not followed the result may include termination, payroll deductions (for damages or cleaning) or prosecution if required.

* All riders are responsible to arrive at the hotel in their own vehicle as instructed.
* Absolutely no alcohol, drugs or fighting will be permitted while in the company van.
* Do not leave private property in the van at any time. S3 is not responsible for loss or damage to any employee’s private property left unattended in the company van.
* Each employee is responsible for keeping the van clean.
* Any damage caused by an employee will be deducted from the employee’s pay check. If an employee does not have funds due to cover the damages, the employee will be responsible for paying for any damages. Any damage to the company van may result in termination, payroll deductions (for damages or cleaning) or prosecution if required.
* S3 employees ONLY are to be in the company van. NO EXCEPTIONS!
* S3 is not responsible for any employee’s vehicle or property left in vehicle while at the hotel, job site or S3 office.
* NO SMOKING in the van!!!

**Van driver’s policy**

If you have been chosen to be a driver and representative of S3 the following rules MUST be adhered to. If these rules are not followed the result may include termination, payroll deductions (for damages or cleaning) or prosecution if required.

* All drivers must provide their driving record to S3 prior to becoming a driver. S3 is authorized to obtain an updated driving record at any time if desired.
* ALL citations, accidents or incidents must be reported immediately to Eric Sanders (919-745-0567) at the S3 corporate office. Failure to report any incident regarding the S3 van and its occupants may result in termination, payroll deductions (for damages or cleaning) or prosecution if required.
* Drivers will be issued a fuel card for use with the S3 van only. Any misuse may result in termination, payroll deductions or prosecution if required. This card is to be maintained by each driver. ONLY drivers are authorized to use the credit card issued to them.
* Drivers are responsible for dropping off and picking up the van at the S3 office prior to and at the end of their weekly shifts. Personal vehicles may be left at the S3 corporate office during the week at the owner’s risk. S3 is not responsible for any employee’s vehicle or property left in vehicle while at the office.
* Drivers must provide fuel receipts at the end of their weekly shift.
* Drivers are responsible for maintaining accurate mileage logs for the van they are issued.
* The S3 van is to be used exclusively for the purposes of transporting S3 employees to and from the designated work site. NO EXCEPTIONS!
* NO SMOKING in the van!!!!
* All vans will be monitored by GPS. Any damage or tampering with the GPS device will not be tolerated.