



# HiEmployment

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**Employee Handbook**

# Aloha and Welcome!

We are pleased to have you in our organization and hope you will enjoy your employment with us and contribute to the success.

HiEmployment is responsible for providing our customer with qualified, pre-screened candidates. We administer the payroll, benefits, schedule and all information regarding working on the clients site related to the job. Our client is responsible for maintaining a safe working environment and managing the workforce to create an efficient and productive business venture.

Our Employee Handbook describes the current general guidelines and procedures for HiEmployment as well as our various employee benefits. It should not be construed as creating a contract or contractual obligations of any kind between HiEmployment and any of its employees. It is our intention to keep our guidelines and procedures as current as possible, so we reserve the right to add, alter, and/or eliminate policies, guidelines, benefits and procedures at any time with or without notice.

Please review the Employment Handbook carefully and discuss any questions or concerns you may have with your HiEmployment representative.

If you have any suggestions or comments about any guidelines, policy or procedures please share them with us. Working together and communicating openly will build a positive relationship. Again, we welcome you as a member of the HiEmployment organization and wish you much success.

Sincerely,

***Your HiEmployment Team***

## Contact Us

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HiEmployment

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(808) 695-3983

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# Employment Practice

## Equal Employment Opportunity

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HiEmployment seeks to employ the best qualified individuals from the available labor force and to provide them with opportunity for advancement, where possible in a manner which does not discriminate because of race, color, religion, sex, gender, age, national origin, ancestry, marital status, retaliation, credit history, arrest and court record except as provided by Hawaii. Rev. Stat. Sect. 378-2.5, disability, sexual orientation, domestic or sexual violence victim, genetic information, military/veteran status or any other characteristic protected under law. This policy governs all aspects of employment including selection, job assignment, compensation, discipline, termination, and access to benefits and training. Employees with questions or concerns about any type of discrimination in the workplace are encouraged to immediately bring these issues to the attention of an HiEmployment representative. Employees can raise concerns and make reports without fear of reprisal.

## Proof of Right to Work

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In accordance with the requirements of the Immigration Reform and Control Act of 1986 (IRCA), all persons commencing or resuming work must present valid documentation showing that they are authorized to work in the United States as required by Form I-9. Anyone submitting false documentation or otherwise making any false or misleading statement or omission in connection with the application or hiring process shall not be hired, or if already hired, shall be subject to immediate dismissal.

## Americans with Disabilities Act

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In accordance with the Americans with Disabilities Act, qualified individuals with disabilities will be provided a reasonable accommodation so that they may perform essential job functions and participate and/or enjoy any employment practice, term, condition, or benefit of employment.

Please contact an HiEmployment representative if you require or have any questions regarding reasonable accommodations for a disability.

## Immigration Reform and Control Act (IRCA)

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In accordance with the IRCA requirements, HiEmployment employs only those persons legally authorized to work in the United States.

## At-Will Employment

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Because individual and company situations are subject to change, your employment with HiEmployment is “at-will”; that is, you retain the right to terminate your employment with HiEmployment without prior notice or reason, and HiEmployment retains the right to terminate your employment at any time without prior notice or reason.

## Hire Date

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Your first day of employment after submitting your properly completed Employment Packet is your “hire date” with HiEmployment. You will be required to complete the following:

Employee Application/Information Report

Employee’s Withholding Exemption Certification (Form W-4 and HW-4)

Employment Eligibility Verification (Form I-9) with proof of eligibility (within 3 business days of your hire date).

Other documents that may be required by law and/ or HiEmployment

***Failure to do so may result in a delay of your hire date or termination.***

## Personnel Files

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

For benefits administration and emergency purposes, it is important that your personnel files reflect current information on you. It is your responsibility to notify HiEmployment of any change in your residence address, phone number, marital status, number, names dependents, name (s) and phone number of a person (s) you wish us to contact in the event of emergency or other necessary personal information.

## Termination

If you decide to resign, please give two weeks' notice. This advance notice provides time for HiEmployment to prepare your paycheck and for you to return any property issued to you by our Client. Employees who quit or resign without giving at least one pay period notice will be paid wages due in full no later than the next regular pay day. You must turn in all items belonging to HiEmployment or our Client.

## Compensation

### Time Keeping

In order for HiEmployment to calculate employee pay and benefits, the law requires all nonexempt employees to record their daily hours worked. Nonexempt employees are required to accurately record the time they begin and end their work day, as well as the beginning and ending time of their meal period. They must also record the beginning and ending time of any split shift departure from work for personal reasons. Overtime work must always be approved before it is performed.

Altering, falsifying, tampering with time cards, or recording time on another employee's time card may result in disciplinary action up to and including termination of employment. Each employee is responsible to sign his/her time card to certify the accuracy of all time recorded. The supervisor will review and sign the time cards before submitting them for payroll processing. In addition, if corrections or modifications are made to a time card, both the employee and the supervisor must verify the accuracy of the changes by initialing the time card.

**Complete Timecard**  
Start with Sunday and end on Saturday. Enter time to the nearest quarter hour (0.00; 0.25; 0.50; 0.75)

Day	Dates		Regular time		Overtime	
	Month	Day	Hours	Qtr Hr	Hours	Qtr Hr
Sunday						
Monday	3	9	7	75		
Tuesday	3	10	8	-		
Wednesday	3	11	9	50		
Thursday	3	12	8	-		
Friday	3	13	6	75	1	25
Saturday						
Total time			40	-	1	25

The hours as shown on this timesheet are correct. By signing this client approval, we agree to be bound by the terms and conditions listed below.

Company XYZ Inc.

Client signature The Boss

Title Department Supervisor

I certify that the days shown on this time sheet are correct and were worked by me:

Employee's signature Your Signature

Last 4 numbers in SSN 

1	1	1	1
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Employee's name (print) Your Name

## Work Schedule

Work schedule for employees are the responsibility of our Client. Work site supervisors and HiEmployment staff. HiEmployment will advise employees of their individual work schedules however they could change. Staffing needs and operational demand may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

If you are not currently on assignment, it is your responsibility to call in weekly to confirm your availability. Failure to do so will result in your removal from our call list and effectively terminate your employment.

## Attendance

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Your success as a HiEmployment employee and the success of our Client depends upon you being ready to work at the beginning of your assigned work schedule. If you are unable to start work at your scheduled time, please notify your supervisor as soon as possible and notify your HiEmployment representative. If you are unable to reach your supervisor, contact another member of management. **Do not leave message with fellow employees.** If you are unable to personally contact your supervisor or another member of management due to emergency condition, have a family member or a friend call your supervisor for you.

## Expectations

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### **First Day**

Have fun! You have just started a new employment opportunity so begin your first day with a smile.

Be clear on where your assignment is located. If possible, drive by the location the day before you are supposed to start to familiarize yourself with their parking situation and traffic conditions.

We will inform you of the office dress code but if in doubt, dress to impress! You can never go wrong overdressing for your first day.

Arrive 15 minutes early. It is important to start the assignment by showing the employer how punctual and dependable you are.

### **Everyday**

If you are feeling ill and won't be able to make it to the assignment, call our office at least ½ hour before your shift is expected to start. Call our office if you are running late.

Inform us at least 24 hours in advance of any appointment (i.e. doctor or dentist appointments). If for any reason you are not able to complete the assignment, we require a minimum of 5 business days advance notice.

You are not insured to do any physical work, driving, or handling of cash so please refrain from those activities. If the client has a concern with this, please contact our office immediately.

In the situation where you are continuing your job search, please schedule interviews at a convenient time for our clients such as early morning, late afternoon or lunchtime. Like any appointment, HiEmployment will need to be notified 24 hours in advance.

If the status of your assignment changes or problems arise, please call our office and discuss the situation with us. Examples include: the assignment is extended or terminated early, personal issues occur at the job site, change of assignment duties, hours, or reporting manager, a permanent employment offer is made to you by the manager at your work site.

## Overtime

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When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization. Employees working beyond their scheduled hours without prior authorization will be subject to disciplinary action.

In accordance with federal and state wage and hour regulations, overtime compensation is paid to eligible nonexempt employees at one and one half (1 1/2) times their regular hourly rate for actual hours worked in excess of forty (40) hours in a standard work week. HiEmployment's standard work week consists of seven (7) consecutive days from 12:01 a.m. Sunday through 12:00 midnight Saturday. Time for holidays, vacation, sick, or any other paid leave (if applicable, will be omitted in computing overtime).



## Deductions

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The following deductions are made from your gross earnings each pay period:

- Federal and State Income Taxes
- Social Security Taxes

In addition, for your convenience, HiEmployment may make deductions from health insurance and as you may direct in writing on a form provided by HiEmployment. All other deductions from your paycheck, except for court-ordered garnishments, must be authorized in writing by you and approved by HiEmployment.

## Errors in Pay

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HiEmployment takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount pay, you should promptly bring the discrepancy to our attention so corrections can be made as quickly as possible. In the event that an employee does not receive his or her check on Friday. The employee must notify HiEmployment immediately. If the check is not located after five business days, we will stop payment and re-issue a check at that time.

## Pay Schedule and Timecards

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Employees are paid weekly on the following Friday of the work week. Meaning that if you work Monday through Friday you will be paid the following Friday.

By the end of the day Friday of every work week (or noon on Monday at the latest), you must submit a timecard (either thru email or via fax). This allows us to pay you and bill our clients, so please don't accumulate your time sheets. Do not mail your time sheet.

Faxed time sheets must be signed by you and your supervisor indicating the hours you have worked each day of the week. Never ask the client to sign any blank or incomplete time sheets. Falsifying or forging time sheets is illegal.

HiEmployment will make only those deductions from your compensation that are required by federal or state statute or by court process or authorized in writing by you as provided by law.

**In an effort to "go green," all direct deposit check stubs can be accessed through the internet. Please go to <http://hihrhawaii.com/> and select the employee login tab located at the top right of the page. First you must register, upon registering an email with your temporary password will be sent to the email address that you provided when registering. Please use the assigned code when you first login. Once you gained access, on the left side of the screen you will find the tab inquiries which you must click in order to select the check stub tab. The check stub tab has all your check stubs available for you to view and print for your records.**

## Employee Benefits

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HiEmployment is pleased to offer its employees a wide range of benefits. You may think of these benefits as an "invisible paycheck".

- Bonus Pay
- Holidays
- Referral Bonus
- Medical Insurance
- Dental Coverage
- Worker's Compensation Insurance
- Temporary Disability Insurance
- Family and Medical Leave
- 401k

## Bonus Pay

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You will qualify for a 40 hour bonus, paid at your current base hourly rate, each time you work 1560 hours (approximately 9 months) without a break in service longer than 13 continuous weeks. Please note that after any break of 13 weeks or longer, your bonus pay account resets to zero.

## Holidays

HiEmployment provides paid holidays to all employees in appreciation for all your hard work. Qualified candidates will receive 8 hours of pay equal to your current base hourly pay. The requirements for paid holidays are as follows:

- Be paid for at least 1040 hrs. within the preceding 52-week period.
- Be paid for at least 20 billable hours both the week before and week of the holiday.

HiEmployment provides pay for the following holidays:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

## Referral Bonus

Any successful business is dependent on the quality of their employees. That is why HiEmployment only hires the best candidates that apply with us. We understand that great employees like you often know of other talented people who may wish to work for us. You can receive a referral bonus by either having your friend, neighbor, relative, etc. to our office or giving us their name and phone number. If the person you refer works a minimum of 80 hours, we will give you a bonus of \$50.00

## Time Schedule of Benefit Eligibility

*Date of Hire*

- Worker's Compensation
- Temporary Disability Insurance
- Unemployment Insurance
- Unpaid Leave of Absence as required by law

After four (4) consecutive weeks of twenty (20) or more hours of work per week

- Medical Insurance

After six (6) months of employment

- Hawaii Family Leave

After one (1) year of full-time active employment

- Federal Family Medical Leave (1,250 hours worked over the previous 12 months).

## Medical Insurance

HiEmployment provides health care benefits in accordance with the State of Hawaii Pre-Paid Health Care Act.

Employees are eligible for health care benefits on the first day of the month following the month in which they worked twenty (20) or more hours for four (4) consecutive weeks with HiEmployment. Benefits will be terminated if in the event you do not work 20 hours a week each week of the month.

Employees may be required to pay 1.5% of their gross monthly wages for employee coverage provided that amount does not exceed 50% of the base medical premium amount. Employees may also be required to pay for the additional cost of optional dependent coverage.

Eligible employees who decline health care benefits must complete and return a waiver form (Form HC-5) annually to HiEmployment.

## Premiums

The Pre-Paid Health Care Act requires that all payments be prepaid one month prior to months of coverage. For example, deductions made in January pay for coverage in February.

## Dependent Coverage

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If a dependent, spouse or civil union partner has different last name from the employee, legal documentation is required and must be submitted with the enrollment application. Dependents must be added upon initial enrollment or during HiEmployment's open enrollment period. No additions or changes can be made to your medical insurance outside of the open enrollment and/or initial enrollment without a "qualifying event".

Qualifying Events are defined as:

- Involuntary loss of other medical insurance
- Birth of a child
- Marriage, civil union or divorce
- Adoption
- Court-ordered dependent coverage
- Change from a part-time to a full-time student status for unmarried dependents ages 19 through the maximum age allowed by health care carrier.

In the event that HiEmployment does not receive the required legal documents and enrollment within thirty (30) days of the qualifying event or the employee fails to fulfill the prepayment of the premium obligation, dependent coverage will be denied.

## Form HC-5

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Form HC-5 should be completed and submitted to HiEmployment by all employees who choose to waive health insurance and who work at least twenty (20) hours per work week. This form must be renewed every year.

## Cobra

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Employees and their dependents may have the right to pay for continuation of health care coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) upon the occurrence of a qualifying event, which would otherwise cause them to lose group medical insurance coverage. The employee and/or dependents shall pay the full cost of the monthly premium plus a two percent (2%) administrative fee.

## 401 (K) Retirement Savings Plan

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The Company offers a 401(k) Retirement Savings Plan to all eligible employees after 1 year of employment. The terms and conditions of the 401(k) Retirement Savings Plan are controlled by the applicable plan document. Contact 808) 695-3983 for more information regarding the 401(k) Retirement Savings Plan and eligibility requirements.

## Employee Elective Supplemental Coverage

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Employees have the option of electing Aflac individual plans, which are a direct pay to Aflac. AFLAC offers coverage for the following: accident, cancer, hospital, critical care and recovery, dental and vision. Those interested may contact Aflac Representative, Michael Roura at (808) 778-6368 michael\_roura@us.aflac.com.

## Dental Coverage

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HiEmployment provides dental coverage to eligible employees. The plan gives employees the freedom to visit any dental provider of their choice and will cover most services without preauthorization. The plan will allow dental care within providers from the Hawaii Family Dental Centers. The employee is responsible for all cost which may vary depending on coverage, services provided and/or provider.

# Employee Selected Benefits

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## Workers' Compensation

HiEmployment maintains Workers' Compensation Insurance. If you sustain a work-related injury or illness, you may be entitled to workers' compensation benefits. **You must report any injury or illness immediately to your SUPERVISOR AND your HiEmployment Representative!** Fraud or misrepresentation will be prosecuted to the extent allowable by the law. HiEmployment utilizes a nurse triage hotline called Medcor. If in the unlikely event you sustain a work related injury, no matter the severity you are to do as follows:

1. If the injury is life threatening or serious please dial 911 **FIRST** then:
  - a. Call Medcor at **1-800-775-5866** and tell them you are HiEmployment employee
  - b. Let them know the basic information on how the injury happened
  - c. After you call 911 and Medcor to start the claim, please contact your HiEmployment representative ASAP
2. If the injury is not critical please call Medcor at 1-800-775-5866 and tell them you are a HiEmployment employee
3. They will ask basic information about the claim, who was injured, who witnessed, how it happened and other questions regarding the accident
4. They will ask to speak to a supervisor, please give the client supervisor the phone if you can
5. When you are given back the phone Medcor will diagnose treatment and tell you where to go if further treatment is needed
6. They will send HiEmployment a copy of the accident information sheet
7. You can follow up at anytime with Medcor to seek further treatment or guidance on the claim

## Temporary Disability

HiEmployment maintains Temporary Disability Insurance, ("TDI"). If you become disabled due to a non-work related accidental illness or injury, including pregnancy, you may be entitled to TDI benefits. If you are eligible, TDI will pay benefits at the rate of fifty eight percent (58%) of your average weekly earnings up to a maximum beginning with the eight-calendar day of disability. Benefits are paid for a maximum of twenty-six (26) weeks in any benefit year. It is your responsibility to apply for these benefits and to notify a representative of the HiEmployment Human Resource Team if you require time off.

## Leave of Absence

**Family and Medical Leave Act:** In accordance with the Family and Medical Leave Act of 1993 (FMLA) federal law, employees with at least twelve (12) months of service with HiEmployment and/or the Client and worked at least 1250 hours during that period are entitled to a maximum of 12 weeks unpaid, job protected leave for approved absences due to the following:

- Upon the birth of your child
- Upon the placement of a child with you for adoption or foster care
- When you are needed to care for a child, spouse, or parents who has a serious health condition
- When you are unable to perform the functions of your job because of a serious health condition.

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Up to twelve (12) weeks of unpaid leave may be granted in a rolling of twelve (12) months period.

Employees with at least six (6) consecutive months of employment with HiEmployment and/or the Client may qualify for up to four weeks of family leave under the Hawaii Family Leave (HFL) law for approved absences due to the following:

- Upon the birth of your child
- Upon the placement of a child with you for adoption or foster care
- When you are needed to care for a child, spouse, parents, parent-in-law, grandparents, grandparents-in-law, or a reciprocal beneficiary.

Substitution of Paid Leave:

HFLA leave and FMLA leave are unpaid.

If your leave is due to your own disability or serious health condition, then any paid vacation or paid sick leave you may have accumulated will first be substituted for any unpaid FMLA leave. Time off covered by TDI or Workers' Compensation is also counted towards the 12 weeks of FMLA leave entitlement.

If your leave is due to the serious health condition of your spouse, child, or parent, then you may at your option elect to take any paid vacation or up to 10 days of paid sick leave you may have accumulated during your HFLA leave. However, once your HFLA is exhausted, any paid vacation or paid sick leave you may have accumulated will first be substituted for any additional leave that you take using FMLA leave.

#### VICTIM'S LEAVE

Eligibility:

If you or your child (including your biological child, adopted child, foster child, step-child, or legal ward under age 18) is a victim of domestic violence or sexual violence, and you have been employed with us for six (6) or more months, you may be eligible for leave without pay to either:

- Seek medical attention;
- Obtain services from a victim services organization;
- Obtain psychological or other counseling;
- Temporarily or permanently relocate;
- Take legal action (including preparation or participation in court proceedings); or
- Take other actions to enhance your health and safety, the health and safety of your children, and/or the health and safety of your coworkers and business associates.

Exhaustion of Other Leaves:

An employee must exhaust any other paid or unpaid leave which is applicable and available before taking leave under this policy. For example, employees wishing to take victims leave who have available vacation leave must first use their vacation leave before taking unpaid victims leave. The total amount of paid or unpaid leave which may be taken because of domestic or sexual violence shall not exceed 30 days per calendar year. Moreover, leave may only be taken for a reasonable period of time.

Request for Leave: Your request for Victim's Leave should first be verbally communicated to your manager.

- If you are requesting Victim's Leave in order to seek medical attention, you must furnish your manager with appropriate medical certification specifying the number of days needed, and the commencement and termination dates of the leave.
- If you are requesting leave for non-medical reasons, and the leave is less than five days, you must submit a written request for leave and submit your request to your manager no later than one day after you make your request for leave.



- If you are requesting leave for non-medical reasons, and the leave is for more than 5 days, in addition to submitting a written request, you must also submit either: (a) a signed written statement from your agent, victim's services volunteer, attorney or medical professional; or (b) a police or court record related to the violence.

If it is not practical for you to submit a written notice of your request for leave due to imminent danger to you or your children, you must notify your manager within a reasonable period of time of your need to take leave. Failure to provide notice of your need for Victim's Leave may be grounds for delay of the leave or may render the period you are absent "unprotected."

**Seniority and Benefits:** Employees on Victim's Leave receive full service credits and privileges during their period of disability.

**Returning to Work:** You must update the company at least once a week on your intent to return to work, and upon your return you must submit a "fitness for duty" certificate. Employees who return to work after being on Victim's Leave will be reinstated to their original positions or similar positions of like status and pay.

If you would like more information on Victim's Leave, please contact HiEmployment. All information provided to HiEmployment about your situation will be kept confidential.

## Additional Leave Information

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Leaves that are allowed under both FMLA and HFL will be counted toward the entitlement under both laws. Any paid or unpaid leave (i.e.: workers' compensation, temporary disability, sick leave, vacation, personal leave) taken which qualifies as leave under the FMLA and/or HFL will be counted toward family and medical leave.

Medical or other certification may be required to grant a leave request and approval to return to work if applicable. In order to continue health care benefits during family and medical leave, employees must continue to pay their share of the monthly premium. Please contact the HiEmployment HR Team to make arrangements before taking leave.

It is your responsibility to request leave in a timely manner and to make arrangements for benefits continuations for the duration of the leave. For further information or to request a family or medical leave, contact the HiEmployment HR Team.

## Military Leave

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An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, or Public Health Service will be granted an unpaid leave of absence for military service, training, or related obligations in accordance with applicable law. Employees on military leave may substitute their accrued paid leave for unpaid leave, if applicable. At the conclusion of the leave and upon the satisfaction of certain conditions, an employee generally has a right to return to the same position held prior to the leave or to a position with like status and pay that the employee is qualified to perform.

During a military leave of less than thirty-one (31) days, an employee is entitled to continued health plan coverage under the same conditions as if the employee had continued to work. For military leave of more than thirty (30) days, an employee may elect to continue health plan coverage for up to eighteen (18) months of uniformed service, but must pay one hundred-two percent (102%) of the full premium for continuation of coverage (similar to COBRA).



# Company Regulations

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## Appearance /Work attire

Our Clients and customers not only judge us all by what we do, but how professionally we present ourselves. We all must look neat and use good taste and common sense in our grooming, dress and hygiene. Our appearance is important to our business. Depending upon the job position and work environment, employees may be required to follow specific requirements and dress codes. Jewelry and other accessories should coordinate with the style of apparel and be consistent with a businesslike appearance. All employees should avoid extremes in makeup, hairstyle colors, and jewelry including piercings.

## Honesty

Honesty on and off the job and our confidence in your trustworthiness and integrity are absolute requirements. Dishonest acts are certain to be detected and will result in termination and probable prosecution. HiEmployment may prosecute anyone, whether customer or employee(s) who steal money, merchandise or other property. You are responsible for reporting any dishonest acts to your supervisor and HiEmployment representative immediately. Failure to do so may result in disciplinary action. You are also required to cooperate fully in any investigation of dishonesty whether or not you are directly/indirectly involved. Failure to cooperate fully regarding investigation concerning dishonesty is an extremely serious act of misconduct, which may result in disciplinary action up to and including discharge.

## Business Ethics

All employees, shall at all times, comply with all laws, the highest standard of business ethic and conduct in every state in which HiEmployment. and our Clients conduct business. Avoid situations which may involve a conflict between their personal interest and the interest of HiEmployment as well as our Client. Situations such as these create the appearance of conflict. Protect confidential and proprietary information held by HiEmployment and our Client. If you have any concerns about the business ethics of our Client and its employees, we encourage you to bring them to management's attention without fear of retaliation. In compliance with Hawaii's Whistle Blowers' Protection Act, HiEmployment protects employees from discharge, threats, or discrimination because an employees or a person acting in behalf of an employee: {1} reports or is about to report a violation, or suspected a violation of a state or federal law or regulation to a public body; or {2} is requested to participate in an investigation or hearing by a public body or court. Employees must also avoid conduct on or off the job that may injure or harm HiEmployment's or our Client's reputation in the community including but not limited to criminal conduct.

## Rules of Conduct

The following Rules of Conduct have been adopted to ensure that there is no misunderstanding on the part of our employee as to what conduct is expected of them. They are also designed to create and maintain a safe environment in which everyone treats others with consideration and respect.

These rules do not cover all circumstances considered unacceptable in the workplace. Additional rules may be added from time to time and existing rules may be amended. The following are examples of infractions of rules of conduct that may result in disciplinary action.

- Violation of any HiEmployment policy or procedural guideline
- Theft, removal or possession of property belonging to HiEmployment or our Client without authorization or permission
- Falsification or omission of fact on time cards, employment application or other records or reports
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace while on duty or while operating HiEmployment or our Client's vehicles or equipment.
- Fighting, threatening either by words, actions or committing any act of violence in the workplace
- Smoking in prohibited areas
- Neglect, carelessness or mischief which results in loss, damage or destruction of property or bodily injury
- Insubordination, refusal to obey instruction, disregard of any order or directive to perform work as required or assigned or willful slowdown or neglect of duty

- Violation of safety or health rules
- Failure to report accidents, breakage of or damage to equipment or falsifying or refusing to give testimony when accidents are being investigated
- Harassment of any kind
- Unauthorized changes in schedule or switches with other employees
- Repeated tardiness, absenteeism or unexcused absence, failure to properly notify supervisor of absence
- Conduct which violates common decency or morality, or could bring HiEmployment or our Client into disrepute
- Gambling in the workplace or during working hours
- Possession of firearms or weapons of any kind of in the workplace
- Loitering on the workplace premises after working hours
- Posting notices or other material on workplace bulletin boards or elsewhere on the workplace premises and/or removing the same without permission
- Violation of HiEmployment no solicitation/distribution policy
- Disrespect in any form to customers or employees with the use of vulgarity or failing to render the appropriate degree of service or courtesy to any customer or employee.

## Disciplinary/Corrective Action

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An Employee who engages in conduct considered by HiEmployment and our Client to be improper and/or not in the best interest of HiEmployment is subject to discipline up to and including termination with or without prior notice, warnings or suspension.

Depending on the severity of the problem and the number of occurrences, disciplinary action may call for any of the four steps below:

- Verbal warning/counseling (with written notification of the warning placed in the employee's file)
- Written reprimand
- Suspension (with or without pay)
- Termination

Progressive discipline is often used in hopes of correcting inappropriate behavior. However, termination of employment is always possible at the election of HiEmployment. at any time with or without reason if HiEmployment determines that the employee's conduct, either by itself or taken together with prior incidents, merits termination of employment.

## Harassment in the Workplace

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HiEmployment prohibits unwelcomed harassment or abusive treatment based on an individual's race, gender, ancestry, national origin, color, age, retaliation, religion, disability, marital status or sexual orientation. HiEmployment prohibits employees from making any unwelcome slur, joke or similar-type epithets based on the preceding list toward any individual including customers.



## Sexual Harassment

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HiEmployment and our Client are committed to create and maintaining a work environment free of objectionable and disrespectful conduct and/or communication of a sexual nature and to prohibiting sexual harassment by all employees. Conduct that creates an intimidating, hostile or offensive work environment will not be tolerated. Examples of sexual harassment include but are not limited to:

- Unnecessary touching of an individual
- Unwelcome sexual advances, proposition or flirtations
- Requests for sexual favors including subtle pressure or requests for sexual activities
- Sexually explicit or offensive jokes
- Verbal, visual or physical conduct of a sexual nature
- Graphic or verbal commentaries about an individual's body
- Display of sexually suggestive objects or pictures

HiEmployment needs your help and assistance to keep the workplace free from any form of harassment. If you feel that you are a victim of harassment (including but not limited to those previously mentioned) by any supervisor, manager, employee, customer or any other person in connection with your employment at HiEmployment you should bring this matter to the immediate attention of your supervisor. If speaking to your supervisor might be uncomfortable, you should contact the HiEmployment Human Resource Team.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents or harassment. Therefore, while no fixed reporting period has been established, HiEmployment strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. HiEmployment will make every effort to stop alleged harassment before it becomes severe or pervasive, but can only do so with the cooperation of its employee.

Every effort will be made to promptly investigate all allegation of harassment in a confidential manner and to take appropriate corrective action if warranted. The confidentiality of all parties involved in a sexual harassment charge shall be strictly respected insofar as it does not interfere with HiEmployment's legal obligation to investigate allegations of misconduct and to take corrective action.

HiEmployment also prohibits retaliation against an individual who reports or threatens to report harassment or discrimination or who cooperates with all investigation of a complaint. Retaliation can consist of threats, reprimands, negative evaluations, hazing, bullying tactics and other types of adverse treatment by a manager or co-worker. Any employee who engages in retaliation prohibited by this policy shall be subject to appropriate disciplinary action up to and including termination.

## Post Accident Drug and Alcohol Testing

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Any work site employee of HiEmployment's involved in a reportable accident or any other work site employee whose performance could have contributed to a reportable accident as determined by HiEmployment using the best information available at the time of the decision shall be required to undergo drug and alcohol testing as soon as practicable following the accident. The Client will schedule the test and a supervisor shall take the employee to the testing site.

## Employee Suggestions

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Some of the best suggestions for improving safety come from the work site employees themselves. In recognition of this, HiEmployment and our Clients actively encourage all employees to make suggestions for improving safety. In most cases, suggestions of the type that prevent accidents also result in saving from lost time and damaged equipment.

## Hazard Reporting Procedure

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Employees who are injured on the job, regardless of how minor the injury may appear must promptly report the injury to their supervisor or a representative of the HiEmployment HR Team. Such reports are necessary to comply with laws and ensure immediate medical attention if necessary. HiEmployment utilizes a nurse triage hotline called Medcor. If in the unlikely event you sustain a work related injury, no matter the severity you are to do as follows:

1. If the injury is life threatening or serious please dial 911 **FIRST** then:
  - a. Call Medcor at **1-800-775-5866** and tell them you are HiEmployment employee
  - b. Let them know the basic information on how the injury happened
  - c. After you call 911 and Medcor to start the claim, please contact your HiEmployment representative ASAP
2. If the injury is not critical please call Medcor at 1-800-775-5866 and tell them you are a HiEmployment employee
3. They will ask basic information about the claim, who was injured, who witnessed, how it happened and other questions regarding the accident
4. They will ask to speak to a supervisor, please give the client supervisor the phone if you can
5. When you are given back the phone Medcor will diagnose treatment and tell you where to go if further treatment is needed
6. They will send HiEmployment a copy of the accident information sheet
7. You can follow up at anytime with Medcor to seek further treatment or guidance on the claim

## Accident Investigation Procedure

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An accident investigation shall be conducted for all accidents involving a doctor's care and/or first-aid cases that might have resulted in more serious consequences (near misses). Investigations are necessary to determine the cause of the accident and to develop the necessary corrective action to ensure that the accident doesn't reoccur. The investigation shall be conducted on a timely basis, as soon as possible after the occurrence of the accident. All employees must cooperate with the investigator(s) during all phases of the investigation. Failure to comply with a HiEmployment representative or client during an ongoing investigation could lead to disciplinary action and/or termination.

## Return-to-Work Authorization

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Employees who return to work after a work-related illness or injury that require the services of a doctor must provide a written return-to-work form from their doctor specifying current work capabilities.

## Modified Duty Program

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HiEmployment and our Clients maintain an active Return-To-Work Program for injured employees. Worksite employees when reasonably possible and permitted by law may temporarily work in a modified-duty capacity until such time as the employee is no longer medically restricted from resuming duties performed prior to the illness or injury. The program includes modifying job requirements, restricting job functions, temporary job assignments and gradual re-acclimation to full working duty.

## Substance abuse

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HiEmployment as a matter of law and general business practice, has implemented reasonable rules governing the conduct and condition of its employees while engaged in HiEmployment business. Because alcohol and drug abuse are often difficult to detect and can lead to serious property damage, serious injury, death and deterioration in work performance, and in light of the Drug Free Workplace Act of 1988, clarification of HiEmployment's policy regarding alcohol and drug abuse is set forth below. As a condition of employment with HiEmployment all employees are expected to:

1. Refrain from the unlawful manufacture, distribution, dispensation, possession, solicitation, sale or use of any alcoholic beverage or illegal drug at any time during working hours and/or on our Client's premises or our Client's vehicles.
2. Report for work alcohol and drug-free, i.e., with no measurable trace of alcohol or illegal drugs in their bodies.
3. Notify their supervisor if their use of prescription medication may adversely affect their fitness for duty or job performance
4. Notify a representative of the HiEmployment Human Resource Team no later than five (5) days after any conviction of any criminal drug violation occurring in the workplace.

The Term “alcoholic beverage” means any beverage that may be legally sold and consumed and has an alcoholic content in excess of 3% by volume. The term “illegal drug” means any drug or controlled substance, the sale or consumption of which is prohibited by law.

- A. HiEmployment will specifically test for the following drugs as part of its drug-free work place policy: marijuana, cocaine, amphetamines (including crystal methamphetamine), phencyclidine (PCP), opiates and alcohol).
- B. All employees may be subject to drug and/or alcohol screening and the following circumstances.
  - State or Federal law requires such testing
  - Pre-employment (post-job offer)
  - Post accident (for any employee involved in an on the-job accident if there is personal injury or damage to property)
  - Reasonable Suspicion
  - Random
  - Return-to-Duty (at least 6 unannounced tests in the first 12 months for employees returning under the terms of a return-to-work agreement).
  - A positive test result, refusal to submit to a drug and/or alcohol test, or tampering or adulterating a specimen are in violation of company policy and will result in termination
  - Compliance with these requirements is considered an essential job function for all job assignments because of HiEmployment’s concern for the safety of its employees and Clients and the safety of the general public.

HiEmployment shall administer this policy and its substance abuse testing procedures as privately as practicable. All results from substance abuse testing and information relating to an employee’s substance abuse problem, including any treatment shall be treated as confidential information. As required by law, a state certified laboratory will conduct substance abuse testing a medical disclosure from will be provided to the employee prior to substance abuse testing. A Medical Review Officer will review the laboratory test results and verify positive test results.

## Safety and Health Program

The personal safety and health of each employee of HiEmployment is of primary importance. In recognition of this fact, a guiding principle of HiEmployment is safety shall not be compromised and will be given precedence over operating productivity. HiEmployment is committed to complying with all laws and regulations concerning the safe operation of the business and the health and safety of our employees and the public. To do this, HiEmployment developed and maintains a comprehensive safety and health program aimed at assisting our Client in preventing accidents and providing safe working conditions.

Employees are responsible for sincere cooperation with all aspects of the safety and health program, including compliance with all rules and regulations, reporting unsafe conditions and practices and continually practicing safety while performing their duties.

**Policy:** the personal safety and health of each and every employee of HiEmployment is of utmost importance. It is HiEmployment’s policy to:

- Assist our client with their obligation to ensure a safe and healthful work environment for all work site employees
- Ensure that first aid or other emergency treatment is administered as necessary and that immediate transportation to a hospital is provided for serious injuries. A supervisor is required to accompany the injured worker to the hospital.
- Ensure that all work site employees adhere to safe work methods and practices and required that all employees cooperate with safety and health rules as a condition of employment, including the requirement to use such safety devices as may be necessary and/or advisable
- Ensure compliance all applicable laws, regulations and standards pertaining to the safety and health of workers

- Ensure that the proper accident report form is completed for every accident or work injury no matter how minor it may appear to be and to ensure that a copy of this completed form is forwarded immediately to a representative of HiEmployment Human Resource Team.
- Ensure that every accident or work injury, no matter how minor, is thoroughly investigated and that corrective action is taken to ensure that such an accident does not recur
- Reports and concerns about workplace safety issues can be made anonymously at the request of the employee. All reports can be made without fear of reprisal.

## General Health and Safety Rules

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The following general health and safety rules must be observed by all employees to ensure safety in the workplace. Specific safety rules may be developed by the Client for special situations. Failure to comply with any safety and health rules will be considered a violation of HiEmployment policy and may result in disciplinary action, up to and including discharge:

- Observe and practice the safety procedures established for your job. If you are not sure that you thoroughly understand the job, ask your supervisor for further instruction or clarification
- Report all work injuries, damage to property, equipment, or machinery promptly to a supervisor or manager
- Do not engage in practices that are inconsistent with ordinary and reasonable common sense safety rules; i.e., horseplay or practical jokes
- Become familiar with the location and use of the nearest fire extinguisher, fire alarm pull station and fire escape routes.
- Become familiar with the locations of the first-aid kit and the list of emergency telephone numbers
- Review the appropriate information provided by the Material Safety Data Sheets (MSDS) when you may be exposed to any toxic substance or harmful physical agents
- When necessary, wear appropriate personal protective equipment (PPE) to control hazardous exposures that may cause a preventable accident. Personal protective equipment or safety gear, includes, but is not limited to: hard hats, safety glasses, face shields, goggles, ear plugs, gloves, footwear, street-toe boots, respirators and knee pads.
- Practice good housekeeping at all times. Keep work areas clean and orderly. Wipe up all spilled material and liquids immediately.
- Do not attempt to push or lift objects that may be too heavy. Use proper lifting techniques to prevent injury and seek assistance when necessary
- Do not operate machines or equipment until receiving proper instruction and authorization from a supervisor
- Participate in all required safety-related activities including meetings, inspections, and training
- Wear seat belts at all times while operating or riding in a moving vehicle. Do not ride in the bed or a pickup truck or on the back of a truck or its load. Proper head protection (helmet) is required if an employee is operating a moped, bicycle, or all-terrain vehicle while working.
- Plug all electrical equipment into appropriate wall receptacles. Three pronged plugs should be used to ensure continuity or ground
- Observe all warning signs and no-smoking signs

## Security

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To protect you, your fellow employee, customers, HiEmployment and or our Client from injury or the loss of property, management must reserve the right to examine any and all persons or object while on HiEmployment's or our client's premises including clients vehicles. As a condition of employment for HiEmployment, all employees must agree to consent and submit to any search or inspection of his/her person or personal property located on HiEmployment or our Client's premises, work sites, or facilities including, but not limited to, parking lots, lockers and desks. Refusal or delay in consenting to such searches is grounds for discharge.

## Smoking

Smoking is a health hazard to smokers and those exposed to their smoke. Employees are expected to be courteous and respectful of the right of others. Smoking is permitted in designated areas only.

## No Solicitation & No Distribution Policy

a. Employees: Employees are prohibited from soliciting or distributing literature during their working time or when any employee being solicited is on working time. There shall be no solicitation or distribution by employees in retail areas open to the public nor will distribution be permitted at any time in any work area.

b. Non-Employees: Persons who are not employees are prohibited from soliciting employees during work time or in work areas or from distributing literature for any purpose on the premises.

### **Definitions:**

1. "Work area" means interior areas of the company and other work areas of the company that are devoted to providing services to customers or retail areas while the area is open to the public.

"Work areas" do not include the lunchroom and authorized break areas.

Also excluded from the definition of "work area" are the porte-cochere, parking lots, gates or other outside work areas, provided there is no interference with production or discipline.

2. "Working time" means while either employee is on "duty" or on "company time." "Working time" does not include breaks or meal breaks or authorized rest periods, regardless of whether the time is paid or unpaid.

3. "Written or printed material" must not be maliciously false. Litter will be discarded.

All employees are expected to strictly comply with the foregoing rules, and any violation may result in disciplinary action up to and including suspension or termination. Any employee who has questions regarding the application of these rules should consult with his or her Supervisor immediately.

## Confidentiality

It is HiEmployment's policy to protect the property and sensitive information of HiEmployment and our Client. The willful disclosure of confidential information constitutes violation of HiEmployment's policy and may result in disciplinary action up to and including discharge and legal action. The information not to be released to "outside" people or sources includes, but is not limited to the following:

- Sales figures
- Marketing goals and/or margins
- Customer lists, spending or other data regarding customers
- Profit margins
- Merchandise mark-up
- Marketing, sales and operating reports
- Names and addresses of employees or customers
- Employee Handbook
- Any other information that by policy is not available to the public
- Compensation rates for employees are also confidential information; therefore, HiEmployment prefers that they not be divulged

## Voting time

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HiEmployment encourages all eligible employees to register and vote in Primary, General, or Special Elections. Employees who are unable to vote before or after working hours may be given up to two hours off with pay for voting time. Employees requiring this voting time must notify their supervisor at least one week in advance.

## Court duty

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Jury duty or duty, as summoned witness is an important civic obligation. In an effort to assist you in meeting your civic duty, HiEmployment will provide you with time off without pay to respond to court duty.

In the event you receive a subpoena or jury summons, notify your supervisor immediately. Your supervisor will then make appropriate arrangements to allow you the necessary time away from work. You will be excused for only as long as you are required to serve on the jury or testify. You are expected to come to work on any day or part day you are not scheduled to testify or serve on jury duty, as well as the next working day following the completion of your service.

Upon your return to work, you must present a statement of jury service or witness duty to your supervisor. The court will issue this document.

# Disclaimer

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The policies described herein are guidelines reflecting current policies and are not intended to and do not create a contract between you and Hawaii Human Resources, Inc. Hawaii Human Resources, Inc. reserves the right to change or delete any policy, practice or benefit including benefits for which an employee is eligible but not yet entitled to be paid at any time with or without notice.

Because you may want to pursue other opportunities and because the business direction of Hawaii Human Resources, Inc. is subject to change, Hawaii Human Resources, Inc. has an “at will” employment policy that allows either you or Hawaii Human Resources, Inc. to terminate the employment relationship at any time with or without cause or notice.

This manual is the property of Hawaii Human Resources, Inc. and must be returned to your supervisor upon your resignation or termination. This manual may not be reproduced in whole, or in part, without the expressed written permission of HiEmployment, Inc. all rights reserved.

If you have any question regarding any of our benefits or services please contact the HiEmployment HR Team @ (808) 695-2222.



# At-Will Agreement

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I understand that because business judgments and needs may change over time, the policies and guidelines described in this Handbook are not conditions of employment and this Handbook is not intended to create a contract between myself and HiEmployment.

I understand that my employment is for no fixed term and may be terminated, with or without cause or notice, at any time at the option of myself or the Company.

In addition, I understand that no Client of HiEmployment as the authority to enter into any written or oral employment contract or agreement for employment for any specified period of time or to limit termination to certain specified reasons or only after the exhaustion of certain procedures. I further understand that only the President of HiEmployment or his authorized agent(s) can make such an agreement, which must be in writing and signed by all parties, including the employee, HiEmployment, and the Client representative. I further agree that no such representation has been made to me.

I understand the Company will evaluate my work performance and continued employment based upon the policies and guidelines contained in this Handbook.

I also understand that in case of termination, I will settle all open employee charge accounts in full and return all tools, Company property, including keys, prior to my last day of work. I understand and agree that any outstanding balance may be withheld from my final paycheck to the extent permitted by law.

## **Acknowledgment**

This Statement of Policies is merely a general overview of some of the Company's policies. The policies described herein are guidelines reflecting current policies and are not intended to and do not create a contract between you and the Company. The Company reserves the right to change, add, or discontinue any policy or benefit (including benefits for which an employee is eligible but not yet entitled to be paid) at any time, with or without notice.

By entering your signature in the box below, you will indicate that you have read and understand the above at-will employment statement. It also indicates that you have received the HiEmployment's Handbook and had it explained to you. You further agree and acknowledge that you will read this handbook and accept responsibility for complying with all policies therein. You also agree that if you do not understand anything in the Handbook, you will discuss it with Company officers. You also agree that violation of these policies and guidelines constitute reason for disciplinary actions up to and including discharge

This statement of policies and handbook supersedes, replaces and cancels all prior statements of policy and handbooks.

NAME: \_\_\_\_\_  
(Print Employee's Name)

SIGNED: \_\_\_\_\_  
(Employee's Signature)

DATE: \_\_\_\_\_



HiEmployment