

**Kaye Personnel, Inc.**

**Field Associate Handbook**

## **WELCOME TO KAYE PERSONNEL!**

### **YOUR ROLE AS A KAYE ASSOCIATE**

We are happy to welcome you to Kaye Personnel. We will do everything possible to present and prepare you for work assignments which will utilize your skills and foster your personal growth. This guide gives you important information that will help you take an active role in your employment. Please review the ASSOCIATE HANDBOOK and use it as your reference guide.

This ASSOCIATE HANDBOOK is intended to provide associates with a general understanding of our personnel policies. Associates are encouraged to familiarize themselves with the contents of this handbook which provides answers to many common questions concerning employment with Kaye Personnel, but cannot anticipate every situation or answer every question. Periodically, associates should review the Handbook for updates and/or revisions. **It is not an employment contract and is not intended to create contractual obligations of any kind.**

In order to retain necessary flexibility in the administration of policies and procedures, Kaye Personnel has the right to amend, interpret, modify, or withdraw any of the provisions of the Handbook at any time at its sole discretion, with or without notice. The ASSOCIATE HANDBOOK is available online at [www.kayepersonnel.com](http://www.kayepersonnel.com) and a paper copy may be requested.

As a Field Associate on assignment, you are a Kaye Personnel, Inc. associate. This means that your pay and benefits are established and provided by Kaye Personnel, Inc.

Your assignment is the result of a need by one of our client companies to have a specific job performed. Since you will be working within their work force, you will be required to adhere to their rules and regulations and will be expected to perform your job in a manner acceptable to them. This does not relieve your responsibility to adhere to the policies and procedures established by Kaye Personnel. Compliance with work site specific policies and procedures is required in addition to adherence to Kaye Personnel work rules.

If you have a question or concern, do not hesitate to call a company Staffing Coordinator who will be happy to help you.

### **Employment-At-Will Statement**

Kaye Personnel, Inc. is an At-Will Employer. That means employment is for no

definite period and may be terminated by either party at any time with or without cause and with or without prior notice.

Neither Kaye Personnel, Inc.'s policies nor practices are to be construed as imposing any binding employment obligations. Policies are subject to change or may be discontinued at any time without prior notice.

### **Equal Employment Opportunity/Non-Discrimination**

We are pleased to say that it is the policy of Kaye Personnel, Inc. to provide equal opportunity in employment to all Field Associates and applicants. No person is to be discriminated against in employment because of race, color, national origin, sex, age, religion, marital status, height, weight, pregnancy, disability, military status, or any other reason prohibited by law.

This policy applies to all terms, conditions and privileges of employment, including hiring, placement, orientation, training and development, promotion, transfer, compensation, benefits, educational assistance, social and recreational programs, Field Associate facilities, termination, and retirement.

Kaye Personnel prohibits retaliation against individuals who bring forth any complaint, orally or in writing, to the employer or the government, or against any individuals who assist or participate in the investigation of any complaint or otherwise oppose discrimination.

Anyone found to be engaging in any type of unlawful discrimination will be subject to discipline, up to and including termination of employment.

### **Americans with Disabilities Act**

Kaye Personnel, Inc. complies with the Americans with Disabilities Act to ensure equal employment opportunity for all qualified persons with disabilities.

We ensure non-discrimination in all terms, conditions, and privileges of employment. Reasonable accommodation is available to all Field Associates and applicants including worksite accessibility if it does not cause undue hardship on the operation of business. Individuals should contact a Kaye Personnel, Inc. representative concerning a request for accommodation.

### **WORK STATUS/VOLUNTARY QUIT**

Kaye Personnel is a staffing service and for that reason Kaye Personnel is unable to guarantee any associate ongoing and continuous work. Additionally, your assignment may end at any time and is not a contract of work. It is

important for Kaye Personnel to maintain ongoing communication with associates while working on an assignment or during the job search process. If Kaye Personnel is unable to communicate an offer of work due to an incorrect address, telephone number, or other contact information, this will be deemed a voluntary quit of your employment status with Kaye Personnel. By doing so, this could affect your unemployment benefits.

It is the associate's responsibility to stay in direct contact with Kaye Personnel. When you complete a work assignment for Kaye Personnel, you MUST immediately contact your branch office for reassignment within two (2) business days in New Jersey or by the following business day in Pennsylvania. If an associate fails to contact Kaye Personnel or refuses without good cause an additional suitable assignment; Kaye Personnel will make the determination that the associate has voluntarily quit. This will end employment with Kaye Personnel and may impact the eligibility of unemployment benefits. If an associate does not show up for an assignment and/or quits without providing notice, or the associate ends the assignment before the scheduled due date, Kaye Personnel will make the determination that the associate has voluntarily quit and will have an ineligible hire status with Kaye Personnel, which could impact eligibility of unemployment benefits.

A suitable assignment offered by Kaye Personnel meets the conditions stated on the associate's application at the time of hire as acceptable and willing to work, to include type of work, rate of pay, days and hours available, distance willing to travel, and available modes of transportation. Any updates to the original application will be mutually agreed upon by the associate or candidate and Kaye Personnel. Once the work relationship has ended, a new application will have to be submitted or the original application may be resigned if there are no changes.

If you are receiving unemployment benefits and the payer of those benefits is through Kaye Personnel's UI reserve account, you must contact us on a weekly basis via a phone call to a Kaye Personnel Representative between 8 and 4 pm on the first business day of each week to update your availability or your unemployment benefits may be impacted.

Failure to contact Kaye Personnel will be deemed a voluntary quit and your unemployment benefits may be impacted. Even if an assignment is not presented to you within 14 days and/or your employment relationship has terminated, you are still required to advise Kaye Personnel weekly of your availability status.

## **YOUR COMPENSATION**

### **Time Reporting**

The law requires a record of all time on duty for non-exempt associates. (Non-exempt refers to hourly associates who are eligible for overtime pay according

to the Fair Labor Standards Act.) Each hourly associate must keep a daily record of time worked, including any paid time off such as personal and/or vacation hours, any unpaid time off such as lunch hours, personal appointments, etc. Some assignments require other means of time reporting, such as electronic time clocks. Please see your Kaye Personnel, Inc. representative for client specific instructions. The following information contains instructions for prompt and proper time-slip handling:

**Time-slips are due no later than Monday at 5:00 p.m.**

**They can be faxed to 856-489-1010 or emailed to payroll@kayepersonnel.com**

Assignment specific instructions will be provided during your orientation.

- **Week Ending Date:** Date must be completed - MO/DA/YR - always the Sunday of the week worked.
- **Associate Name:** Your name - print clearly.
- **Customer Name:** Company to which you are assigned.
- **City:** City of Kaye Personnel, Inc. branch.
- **Complete Record of Hours:**
  - Date
  - Time Started
  - Time Finished
  - Lunch Out
  - Lunch In
  - Regular Hours
  - Overtime Hours
- **Total Hours for Week:** Total to the nearest ¼ hour.
- **Signature and SS #:** Legibly sign the slip and fill in your Social Security number.
- **Authorization:** Have your time-slip approved and signed by your supervisor. Unsigned time-slips may be returned for signature, which could delay your paycheck an additional week.

You will be paid weekly via direct deposit for the hours reported from the previous week. The full net amount of your wages will be deposited into your personal bank account or onto your pay card on Fridays for the previous weeks' hours. Please notify your Staffing Specialist of any changes to your contact information.

### **Overtime**

Non-exempt associates working more than 40 hours during a work week will be

paid one and one-half times their regular rate as overtime pay in accordance with FLSA and State laws.

- Only hours worked will be used to calculate overtime pay.
- Holidays, vacation time, or personal time for which you are paid but do not work will not count toward the calculation of overtime.

Falsification of time records is cause for termination of employment and may lead to criminal prosecution. Failure to punch in or out may also result in immediate termination of employment.

## **FIELD ASSOCIATE BENEFITS**

**Kaye Personnel offers you some of the industry's most competitive benefits in the industry:**

### **Holidays**

Kaye Personnel, Inc. Associates are eligible for 6 designated holidays per year. In order to qualify for holiday pay, you must work 480 hours in the twelve (12) full weeks prior to the holiday (the hours worked during the holiday week are not calculated in this total). You must also be available to work the day before and after the holiday. The 6 paid holidays are:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### **Earned Sick Leave (PTO)**

For every 30 hours worked, you will accumulate 1 hour of PTO with a maximum of 40 hours of PTO per calendar year. The minimum amount you can take is the amount of shift hours you work per day. The maximum would be 40 hours. Alert your Staffing Specialist at least one week in advance of using your PTO. PTO benefits may not be accumulated year to year and must be taken in the calendar year.

### **Referral Bonus**

If you refer someone to Kaye Personnel, Inc. who is not currently registered with us, we will reward your effort by giving you a check for \$50.00 (the person must complete 200 hours of work). There is no limit to the number of bonuses we will pay for your referrals.

## **Family and Medical Leave**

The Family and Medical Leave Act (FMLA) provides eligible Field Associates up to 12 weeks of unpaid leave in a 12-month period for specified family and medical reasons. To be eligible for FMLA benefits, a Field Associate must:

- Have worked for Kaye Personnel, Inc. for at least 12 months.
- Have worked at least 1,250 hours during the previous 12 months.
- Work at a location where at least 50 Field Associates are employed within 75 miles.

FMLA leave can be taken for the birth of a child, adoption, or foster-care placement of a child with you, the care of an immediate family member with a serious health condition, or a serious health condition that causes you to be unable to perform your job.

- Medical Certification will be required prior to authorization of FMLA eligibility.
- FMLA benefits will run concurrently with Worker's Compensation.

If you need to take an FMLA leave, you will need to contact Kaye Personnel, Inc.'s Benefits Department for further information.

## **Fringe Benefits**

As a Kaye Personnel, Inc. Field Associate, your worker's compensation coverage, unemployment compensation coverage, and fringe benefits are provided to you solely by Kaye Personnel, Inc., and not by the client to whom you are assigned to work. You are not eligible for, and will not receive, any fringe benefits from any client of Kaye Personnel, Inc. This includes pension, retirement, deferred compensation, insurance, vacation, holiday, disability, and any other benefits that may be provided by such clients to their associates.

## **Standards of Conduct**

It is our goal is to see that you work in, and contribute to, a pleasant and cooperative work environment. To promote this goal, all Field Associates must meet certain standards of conduct and performance.

The following is a partial list of unacceptable behaviors that may lead to disciplinary action up to and including termination of your employment. It is not intended to constitute a complete and final list of all possible violations for which Kaye Personnel, Inc. may take disciplinary action against a Field Associate, and does not alter the "at-will" employment relationship in any way.

- No-call, no-show to an assignment.
- Excessive absenteeism.
- Engaging in horseplay, or abusive language.
- Striking, threatening, or engaging in any other physical violence or intimidation.
- Insubordination, refusal to comply with instructions, or failure to perform reasonably assigned duties.
- Possession of firearms or other weapons while on Kaye Personnel, Inc. time or property, or client company property.
- Violation of safety rules and regulations, including failure to report workplace injuries in a timely manner.
- Misuse of timecards.
- Abuse, misuse, waste, destruction, or theft of Kaye Personnel, Inc., client, or associate property.
- Misuse of telephones, fax machines, computers (including the Internet), and other equipment.
- Possession, use, transportation, or sale of alcohol, controlled substances, illegal drugs, or drug paraphernalia while on assignment.
- Leaving the premises during work hours without permission of the supervisor, or failure to return as agreed, unless the circumstances are beyond your control.
- Unauthorized release of confidential information.
- Gross negligence of duty.
- Sleeping during business hours.

### **Attendance Standards**

Regular attendance is critical to your success. As a Kaye Personnel, Inc. Field Associate, you are expected to be dependable, which means you are expected to be at work every day you are scheduled, and to be on time.

We understand that there are rare occasions when it is necessary to miss work. In the event you will be absent for a day, you must call Kaye Personnel, Inc. immediately. For your convenience, we have a 24-hour Answer Line that allows you to call at any time, day or night.

You may also be required to call the company to which you are assigned. If so, this will be covered in your orientation.

### **Workplace Safety**

Your safety is of utmost importance to Kaye Personnel, Inc. As part of your orientation, we will discuss the importance of working safely and, per your



request, will provide you with safety resource and reference materials. Contact your Service Coordinator to obtain this information. Safety in the workplace is everyone's responsibility, but it begins with you! Please report unsafe working conditions, behaviors, or procedures that could lead to injuries or property damage to your Kaye Personnel, Inc. Representative immediately.

It is Kaye Personnel's policy that every associate and all property are entitled to maximum protection from controllable hazards. This company is totally committed to safety and loss control, and it is our intention that each associate shall work under the safest conditions possible. We will strive to maintain a safe workplace and equipment that is free from recognized hazards. We will provide you with appropriate information, training, and personal protective equipment (PPE) so that you can perform your job in a safe and proper manner.

We believe that most accidents can be avoided by using common sense and personal initiative. It is not our intention that you should perform any task that you believe is unsafe. Supervisors in charge of each operation have been instructed to teach and guide associates who are unfamiliar with safety rules and site-specific operations and practices. Many accidents occur when associates take short cuts and ignore established safety rules and regulations. It is not our intention that any associate should ignore established safety rules when performing their assigned task. **Established safety rules and regulations are to be always followed.**

Kaye Personnel, Inc. will strive to comply with all safety regulations, enacted implemented by federal, state, and local agencies. The information contained in this Safety Policy, sets forth safety rules and procedures that are to be followed by all Kaye Personnel, Inc. associates. While this Policy will help you recognize and avoid obvious hazards, it cannot cover all situations. When in doubt, you should consult with your supervisor for guidance.

Each associate shall be responsible for their performance and adherence to our safety rules. Failure to do so can lead to disciplinary action or dismissal.

### **General Safety Rules**

The company has developed these safety rules patterned after the Federal OSHA requirements. Read and become familiar with these rules, and other safety rules that apply to your job.

1. Report an injury to your employer/supervisor immediately.

2. Report any observed unsafe condition to your employer/supervisor.
3. Horseplay is always prohibited.
4. The drinking of alcoholic beverages is not permitted on the job. Any associate discovered under the influence of alcohol or drugs will not be permitted to work.
5. If you do not have current First Aid Training, do not move or treat an injured person unless there is an immediate peril, such as profuse bleeding or stoppage of breathing.
6. Appropriate clothing and footwear must be always worn on the job.
7. Where there exists the hazard of falling objects, an approved hard hat must be worn.
8. You should not perform any task unless you are trained to do so and are aware of the hazards associated with that task.
9. You may be assigned certain personal protective safety equipment. This equipment should be available for use on the job, be maintained in good condition, and worn when required.
10. Learn safe work practices. When in doubt about performing a task safely, contact your supervisor for instruction and training.
11. The riding of a hoist hook, or on other equipment not designed for such purposes, is always prohibited.
12. Never remove or by-pass safety devices.
13. Do not approach operating machinery from the blind side; let the operator see you.
14. Learn where fire extinguishers and first aid kits are located.
15. Always Maintain a general condition of good housekeeping in all work areas.
16. Obey all traffic regulations and signage when operating vehicles while on duty.
17. When operating or riding in company vehicles or using your personal vehicle for business purposes, the vehicle's seatbelt shall be worn.
18. Be alert to hazards that could affect you and your fellow associates.
19. Obey safety signs and tags.
20. Always perform your assigned task in a safe and proper manner; do not take shortcuts. The taking of shortcuts and the ignoring of established safety rules is a leading cause of associate injury.

### **Workers' Compensation Anti-Fraud Policy**

Workers' Compensation is defined by a set of rules determined by each state which outlines benefits to employees who have sustained work-related injuries/illnesses within the course and scope of their employment. The laws provide for payment of medical bills for treatment related to work injuries and illnesses, as well as provide statutory wage benefits for employees who lose

time from work. Fraudulent Workers' Compensation claims will be fully prosecuted of the law and may result in denial of benefits. Kaye Personnel has extensive experience investigating and defending fraudulent claims, it is our policy to defend these claims with all available resources including legal action.

## **Injury Reports and Workers' Comp Policy**

### **Your responsibilities**

Notify your Kaye Personnel Representative immediately, by phone or in person 856-489-1200

Obtain the name of the designated Occupational Clinic for evaluation and post-accident drug testing. You may jeopardize your benefits if initially treated by any other doctor.

### **Emergency rooms are only for critical, life threatening injuries and illnesses.**

If the physician indicates you cannot return to your regular job, notify your Kaye Personnel Representative immediately.

Contact your Kaye Personnel Representative after each medical appointment to report on your progress.

Provide a medical release form to your Kaye Personnel Representative prior to returning to work.

Light duty work (modified duty) will be available in most cases. If you return to work in a light duty or modified duty capacity by the WC Doctor, you must attend to be paid.

Kaye Personnel's policy is to get injured employees back to work subject to their current physical capabilities as soon as the doctor permits. It is your responsibility to return to work as soon as your doctor provides full or partial release to do so. If you fail to return to work (on either partial or full duty as allowed by your doctor) you may be subject to disciplinary action up to and including termination

## **Workplace Harassment Policy**

Kaye Personnel, Inc. is committed to providing a workplace that is free from unlawful discrimination and harassment based on race, color, religion, national origin, age, sex, or disability. Any harassing conduct, whether committed by supervisory or non-supervisory personnel, or third parties such as vendors, suppliers, or customers, is prohibited.

Sexual harassment situations can generally be placed into one of two broad categories:

- **Quid Pro Quo:** where employment (or a specific condition of employment, such as a raise, promotion, etc.) is conditioned upon

submission to unwelcome sexual conduct or demands of sexual favors by someone with (perceived) power over you.

- **Hostile Work Environment:** when a Field Associate has been subjected to unwelcome verbal or physical conduct of a sexual nature that is so hostile, intimidating, or offensive that their ability to perform their job is adversely affected.

If you believe you have been subjected to harassment or have observed harassment, you should immediately report the alleged incident to a Kaye Personnel, Inc. Representative. You will be provided with a Harassment Complaint Form. You should promptly and thoroughly complete this form, providing a detailed description of the harassment, and immediately submit the form to a Kaye Personnel, Inc. representative. All inquiries will be investigated immediately in a confidential manner.

Kaye Personnel, Inc. does not tolerate any form of retaliation toward individual(s) making a good faith complaint or participation in an investigation of sexual harassment. Retaliation could result in termination of employment.

## **Substance Abuse Policy**

### ***PURPOSE***

The purpose of this Policy is to establish and maintain a safe, healthy working environment for all associates and to reduce injury to persons and/or damage or property. This Policy is intended to provide a deterrent for drug and alcohol abuse at work and during time away from the job. This Policy is also intended to educate associates regarding the dangers of drug abuse for the purpose of reducing absenteeism and tardiness and to eliminate substandard or unacceptable job performance.

### ***POLICY***

Kaye Personnel, Inc. requires all associates to report for work in a condition that allows them to perform their duties in a safe and efficient manner. Associates will not be permitted to work with prohibited drugs or alcohol in their systems thereby affecting job performance. If this circumstance occurs, or is reasonably suspected, an associate will not be paid when excused from work for reasons described in this paragraph.

## ***PROHIBITED DRUGS***

Prohibited drugs are defined as illegal substances, including controlled substances as defined in the Controlled Substances Act (21 U.S.C. 812) and the Code of Federal Regulations (21 CFR 1308) and prescription-controlled substances which have not been prescribed by a licensed physician or dentist for specific treatment purposes for the associate. These prohibited substances may include, but are not limited to, the following substances and their metabolites: marijuana, cocaine, PCP, amphetamine, opiates, and those controlled substances as defined above.

## ***TESTING***

Any associate who sustains a work-related injury that requires medical attention by an outside source may be required to take a drug and/or alcohol test. This test will be administered, if possible, at the time of initial treatment, or at such a time as determined by an officer of Kaye Personnel, Inc. No one will be exempt from complying with such a test.

## ***DISCIPLINARY ACTION***

A positive test result or violation of any provision of the Policy can result in disciplinary action up to and including discharge, even for a first offense. A refusal to submit to any test required by this Policy will be considered refusal of a direct work order and also can result in disciplinary action up to and including discharge. Notwithstanding the next below paragraph, evidence of non-compliance with the policy may be used against a discharged associate at any unemployment compensation hearing, workers compensation hearing, or in a formal proceeding or investigation that may occur after discharge. Similarly, the results of any test conducted pursuant hereto may be used in any such proceedings or investigations involving a discharged associate.

## ***CONFIDENTIALITY***

Individual test results, records, and other related personal information under the Policy will be maintained as private and confidential, except that the collection agency, testing laboratory, designated management personnel, and the applicable state and federal agencies shall have access thereto when necessary or required by law. Disclosure as addressed in the preceding paragraph hereof shall also be allowed for the purpose stated therein. In all

other circumstances, except when mandated by law, court order, or valid subpoena from a court, the results from an individual's drug or alcohol test will not be released to any other person or agency without written authorization of the individual tested. Test results, if requested, will be released to the individual tested and that person may designate (by written authorization) other persons to receive the test results.

Kaye Personnel, Inc. has a vital interest in maintaining safe, healthful, and efficient working conditions for you. Therefore, we are committed to a drug-free workplace. The use, possession, transportation, or sale of alcohol, controlled substances, illegal drugs, or drug paraphernalia by any Field Associate while on duty, while in a company or customer vehicle, or on any job position is prohibited. No Field Associate while at work may have in his or her system any controlled substances or illegal drugs, or be under the influence of, or impaired by alcohol.

**Kaye Personnel, Inc. may require applicants or Field Associates to be tested for the presence of controlled substances and/or illegal drugs under any of the following circumstances:**

- 1. When placed in a position for which the customer has requested or mandated that assigned Field Associates be tested.**
- 2. It is the policy of Kaye Personnel, Inc. to test any Field Associate who has sustained a work-related accident.**
- 3. Whenever there is a reasonable suspicion that a Field Associate is in possession of or under the influence of any controlled substances, illegal drugs, or alcohol.**

**Refusal to take a drug test may result in an inability to place you in a position or immediate disciplinary action, up to and including termination of employment.**



Locations:

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