# INTRODUCTION

Focus Workforce Management, Inc., its subsidiary, and affiliated companies (including Focus Workforce Services, Inc., Focus Enterprise Services, Inc., Focus Industrial Workforces, Inc., DTC Workforce Programs, Inc., and/or JMR Workforce Services, Inc.), hereinafter collectively referred to as “Focus,” have adopted the following Employee handbook and Policies (hereinafter, the “handbook”) to ensure a safe, productive workplace free of harassment and discrimination. While working at Focus you may be employed by one or more of Focus’ operating companies. During your employment with Focus, you may be assigned to work onsite for one or more clients of Focus. Please note, however, that Focus is your legal employer and withholds and remits payroll taxes and pays unemployment and workers compensation insurance on your behalf. Please direct all questions and concerns regarding your employment to Focus.

This handbook contains the employment policies and practices of Focus in effect at the time of publication and supersedes all previously issued handbooks or policies except for current state addendums which supplement this handbook. This handbook is provided for informational purposes only and it does not create a contract between you and Focus, nor does it confer any contractual rights whatsoever. Neither this handbook, nor any other verbal or written communication by a manager, employee, or representative of Focus, should be considered as an agreement or contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. Focus may modify, add to, or delete any policies in this handbook, at any time, in its sole discretion, with or without notice, except the policy of employment at will.

Focus reserves the right to interpret the policies and provisions of this handbook, and to vary its actions to fit particular circumstances, at its sole discretion. If any policy in this handbook is inconsistent with any applicable law or regulation, that unintended inconsistency shall be resolved by the applicable law or regulation superseding Focus’ written policy.

# At-Will Employment

Your employment with Focus is on an at-will basis, meaning that either you or Focus can terminate your employment at any time, for any reason, with or without cause, and with or without notice. Your employment with Focus is temporary in nature and for no definite period of time. Nothing in this handbook, or any other policy or personnel document, or any verbal or written communication by Focus, creates or should be construed as creating a promise or representation that your employment will continue for a set period of time or that your employment will be terminated only under particular circumstances. Your employment with Focus is at will and Focus reserves the right to terminate any employee for any reason, with or without cause, and to change wages (to the extent permitted by law), benefits, and/or other terms and conditions of your employment at any time, with or without cause, and with or without notice. No employee or representative of Focus, except the President of Focus, has the authority to enter into any agreement contrary to the foregoing or make any assurance or promise of continued employment and any such modification must be in writing and signed by you and the President of Focus.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Focus is an equal opportunity employer and it is the policy of Focus to make employment decisions on the basis of merit and to prohibit discrimination on the basis of age, race, creed, color, religion, national origin, sex, sexual orientation, gender identity, pregnancy, disability, military (including veteran) status, ancestry, genetic information, or any other protected status in accordance with applicable federal, state and local laws. This policy governs all areas of employment practices at Focus, including advertising, recruiting, hiring, training, application procedures, job assignment, promotions, compensation, benefits, discipline, and terminations.

In addition, Focus prohibits discrimination against any applicant or employee, regardless of temporary or other status, in work assignments, does not invite or honor discriminatory job orders or requests by client companies, and does not “code” job orders, applications, or other documents to record the protected class information of any applicant or employee. Any employee who violates this policy will be subject to discipline, up to and including discharge. To report any violation of this policy, please contact Focus Anonymous Reporting at 913-260-2567 or [email@focusjobs.com](mailto:email@focusjobs.com). Upon receipt of a complaint under this policy, Focus will promptly address the situation, which may include an investigation, and appropriate action will be taken based on the circumstances. Focus prohibits retaliation against any employee for making a good faith complaint under this policy, for opposing discrimination, or for participating in an investigation pursuant to this policy.

ANTI-HARASSMENT POLICY

Focus strictly prohibits and does not tolerate harassment or discrimination on the basis of an individual’s age, race, creed, color, religion, national origin, sex, sexual orientation, gender identity, pregnancy, disability, military (including veteran) status, ancestry, genetic information, or any other protected status under applicable federal, state, or local law. Discrimination or harassment of Focus employees by anyone – management, supervisors, co-workers, or non-employees, including vendors, contractors, or clients – on the basis of any status protected by applicable law – is strictly prohibited by Focus.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based on or relates to an individual's age, race, creed, color, religion, national origin, sex, sexual orientation, gender identity, pregnancy, disability, military (including veteran) status, ancestry, genetic information or any other status protected by applicable law, that 1) has the purpose or effect of creating an intimidating, hostile or offensive working environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities.

Examples of prohibited harassment include, but are not limited to:

* verbal harassment, such as making a joke, slur, insult, epithet, derogatory comment, or using vulgar, abusive, obscene, or profane words or expressions;
* physical harassment, such as physically threatening another, assault, blocking another person’s way, impairing or otherwise physically interfering with an individual’s normal work or movement; and
* visual harassment, such as derogatory posters, cartoons, drawings, symbols, text messages, e-mails, or social media posts.

Prohibited conduct also includes any unwelcome behavior of a sexual nature, whether or not motivated by romantic or sexual desire. Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, and other visual, verbal, or physical conduct of a sexual nature when:

* submission to the conduct, advances, or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
* submission to, or rejection of, the conduct, advances, or requests by an individual is used as the basis for employment decisions affecting the individual; or
* the conduct, advances, or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of prohibited sexual harassment include:

* unwelcome flirtations, leering, whistling, touching, patting, pinching, hugging, brushing against another individual's body, assault, or blocking another person’s normal movement;
* requests or demands for sexual favors in exchange for favorable treatment;
* foul, obscene, or vulgar gestures, language, posters, or comments;
* sexual jokes, comments, suggestions, or innuendo, or comments about a person's body, sexual prowess, or sexual deficiencies;
* sexual propositions or suggestive or insulting comments of a sexual nature;
* display of foul, obscene, derogatory, or offensive printed or visual material, cartoons, posters, or drawings;
* sexually explicit e-mails, text messages, or voicemails;
* uninvited touching of a sexual nature;
* unwelcome comments of a sexual nature;
* conversation about one's own or someone else's sex life;
* conduct or comments consistently targeted at only one gender, even if the content is not sexual;
* teasing or other conduct directed toward a person because of the person's gender; and
* any other unwelcome verbal, physical, or visual conduct of a sexual nature.

If you believe that you have been subject to harassment by a supervisor, management official, fellow employee, customer, client, vendor, or any other person in connection with your employment at Focus, you should immediately bring the matter to the attention of your supervisor or placement counselor. If the complaint involves your immediate supervisor or placement counselor, or if you feel uncomfortable discussing the matter with your supervisor or placement counselor, report the matter to Focus Anonymous Reporting at [email@focusjobs.com](mailto:email@focusjobs.com) or (913) 260-2567. Upon receipt of a complaint under this policy, Focus will promptly address the situation and investigate the potential violation as it deems appropriate. All employees are expected to cooperate and respond truthfully to any investigation of a potential violation of this policy. Any employee who is found to have engaged in behavior prohibited by this policy will be subject to corrective action, which may include discipline up to and including termination. Focus has the sole right to determine whether conduct violates this policy or is otherwise inappropriate. Focus assures all employees that complaints will be handled as confidentially as possible. Retaliation against any employee who honestly and in good faith makes a complaint of discrimination or harassment, and/or participates or cooperates in a discrimination or harassment investigation, is strictly prohibited. An individual found to have engaged in retaliation in violation of this policy will be subject to corrective action, which may include discipline up to and including termination, regardless of whether or not any underlying matter being investigated by Focus is found to involve a violation of this policy. If any employee believes they have been retaliated against in violation of this policy, such employee should immediately report the matter to Focus using the reporting procedures set forth in this policy.

Focus affirms its right, in accordance with this policy, to discipline any Focus company administrator, supervisor, or employee who engages in harassment or retaliation, and to discipline any administrator or supervisor who fails to act on employee complaints, or personal observations, of harassment or retaliation. Violations of this policy will result in appropriate disciplinary action, up to and including termination.

**WORKPLACE VIOLENCE POLICY**

Focus is committed to providing a safe workplace for all employees. Threats, threatening language, fighting, or any other acts of aggression or violence made toward or by any employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, abusive language, flashing of weapons, stalking or any other hostile, aggressive, injurious, or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Focus’ premises or the premises of any Focus client.

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable, Human Resources, or Focus Anonymous Reporting at (913) 260-2567 or [email@focusjobs.com](mailto:email@focusjobs.com). If at any time an employee observes violence or threats of violence, the employee should obtain emergency assistance if he or she believes there is an emergency.

Focus will investigate complaints under this policy, as appropriate, and take appropriate action. Any person found to have engaged in violence or threats of violence in violation of this policy will be subject to appropriate corrective action, which may include discipline up to and including termination.

# Variable Hour Employee Status Notice

Employment and/or job assignments at Focus may vary in location, duration, and/or number of hours per week, none of which is guaranteed. Your hours may fluctuate depending on your assignment and business needs. If your employment begins with a stated shift or hours per week, this can change regularly. Additionally, the duration of your assignment(s) is uncertain. Many assignments are seasonal, such as a holiday season. There are typically periods during which no assignments are offered. Breaks of unknown time and significant gaps between assignments are expected. It is YOUR right to reject future assignments that Focus offers to you (although rejection may affect unemployment qualifications). As a result of these facts, most employees Focus hires are “Variable Hour” employees for purposes of qualifying for employer contributions for health insurance. Subject to applicable law, variable hour employees must work 1,560 hours in 12 months to qualify for employer contributions for health insurance. If you have any questions, please contact your local branch office or Human Resources.

**Confidentiality of Company and Client Information, EQUIPMENT, DATA, AND Products.**

Employees must maintain the confidentiality of Focus’ Confidential Business Information, which includes but is not limited to: information regarding Focus’ customers, suppliers, and employees; information about the products and services of Focus and its clients; trade secrets and proprietary information of Focus and its clients; client lists and client data of Focus and its clients; financial information related to Focus and its clients; and information regarding the marketing, sales, orders, technical information, designs, plans, research and development, and projects of Focus and its clients. Employees must not use or disclose Focus’ Confidential Business Information for nonbusiness purposes. Confidential Business Information obtained as a result of employment with Focus is not to be used by an employee for the purpose of furthering any private interest, or as a means of making personal gains. Employees must take all appropriate steps to safeguard Focus’ Confidential Business Information, including not allowing nonemployees to access such information, keeping such information separate from the employee’s personal information or documents, using appropriate passwords if applicable, and keeping such information in locked drawers or file cabinets when not in use. Employees are prohibited from photographing or recording (through video, audio, or any other means) Focus’ Confidential Business Information, or the premises or processes of Focus or its clients, without the express written authorization of the President of Focus. Employees who violate this policy are subject to discipline, up to and including termination, as well as potential legal action under applicable law.

Employees must also maintain the security of all Focus data, computers, systems, software, and equipment. To reduce the likelihood of security breaches, all employees must:

* Keep all passwords secure.
* Ensure that your computer screen is locked, and all Focus equipment is secure, before you step away from your desk or workspace.
* Avoid opening suspicious emails or attachments. Do not click on links or respond to emails from unknown or suspicious sources. Double check the name and email address of email senders. If you have any doubt about whether an email is legitimate, contact the IT department.
* Immediately report suspicious emails or suspected phishing attempts to the IT department.
* Do not make any unauthorized downloads to company computers. Refrain from downloading suspicious, unauthorized, or illegal software on company computers.
* Avoid accessing unsecure or suspicious websites.
* Report lost, stolen, or damaged computers or equipment to the IT department or your supervisor as soon as possible.
* Immediately report any potential data breaches to the IT department or your supervisor. You can also make an anonymous report to Focus Anonymous Reporting at (913) 260-2567 or [email@focusjobs.com](mailto:email@focusjobs.com).

Computers, equipment, e-mail, voicemail, systems, software, and internet connection (collectively referred to as the “Electronic Systems”) provided by Focus are the sole property of Focus and intended to only be used for business purposes. Employees should advise personal friends, relatives, spouses, and others who may contact them of this policy. Focus may monitor its Electronic Systems, and all data and records stored on its Electronic Systems, as it deems necessary despite the assignment of individual passwords. Passwords are designed to provide security from unauthorized users, not to provide privacy to individual employees. Therefore, employees should not expect privacy when using Focus’ Electronic Systems. Misuse of Focus’ Electronic Systems will result in corrective action which may including disciplinary action up to and including termination of employment.

Pursuant to the Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (1) in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may (1) disclose the trade secret to the attorney of the individual; and (2) use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.

# Alcohol and Drug-Free Workplace Policy

Focus is committed to maintaining a work environment free from the influence of alcohol and illegal drugs in order to protect the safety and well-being of our employees, as well as the quality of our services. Accordingly, Focus has adopted this policy, which applies to all applicants and employees, subject to applicable law. This policy does not change the at-will nature of any employee’s employment at Focus, and no one at Focus has the authority to alter an employee’s at-will employment status except in a written employment agreement signed by the President of the Company. Focus reserves the right to change, alter, or eliminate all or part of this policy at any time.

Focus strictly prohibits using, possessing, manufacturing, transferring, distributing, selling and/or being under the influence of alcohol or illegal drugs (including cannabis) while working, while on Focus’ property, while on the property of any Focus client, and while operating any Focus or client vehicle or equipment. Employees are prohibited from reporting to work or working while they are using or under the influence of alcohol or any illegal drug (including cannabis). Employees using any prescription or over-the-counter drugs that may affect the safety of others must obtain a determination from their physician as to whether the drug could affect the job safety of the employee or others. In the event that job safety may be affected, the employee must inform Human Resources so that appropriate arrangements can be made. Violation of this policy may result in discipline, up to and including immediate termination of employment.

Drug and/or Alcohol Testing

Focus may use any method allowed by law, including drug and alcohol testing, to maintain its alcohol and drug-free work environment. Job applicants and employees must fully cooperate with drug and/or alcohol testing procedures. Any attempt to alter the sample or any refusal to cooperate with sample collection procedures, will result in termination of employment or withdrawal of job offer.

Applicant Testing

After receiving a conditional offer of employment, all applicants for employment will be requested to undergo drug testing, subject to applicable law. No applicant will become an employee of Focus unless and until they are determined by Focus to have successfully completed drug testing. If an employment offer is withdrawn because of a positive test result, Focus shall so inform the applicant.

Reasonable Suspicion Testing

Focus may require an employee to undergo drug and/or alcohol testing if Focus has a reasonable suspicion that the individual:

1. is under the influence of drugs or alcohol;
2. has violated this policy;
3. has sustained a personal injury arising out of and in the course of his or her work for Focus or has caused another individual to sustain such a personal injury;
4. has caused a work-related accident; or
5. was operating or helping to operate machinery, equipment or vehicles involved in a work-related accident.

An employee required to undergo reasonable suspicion testing generally will be suspended without pay. If test results prove negative and if the employee is reinstated, the employee will receive pay retroactively for the period of the suspension.

Random Drug Testing

Focus may require employees in safety-sensitive positions or positions for which state or federal law requires drug or alcohol testing, to undergo drug and/or alcohol testing on a random selection basis. “Safety-sensitive” means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol use would threaten the health or safety of any person. Random testing will take place without prior notice. Once an individual is notified that he or she has been selected for testing, he or she must proceed immediately to the test site.

Right to Refuse Testing

Any applicant for employment or current employee who is requested to undergo drug and/or alcohol testing may refuse to submit to such testing. In the case of such refusal by a job applicant, the offer of employment will be withdrawn, and the applicant will be prohibited from reapplying for any position at Focus for a period of one (1) year from the date of the job applicant's refusal to undergo the testing. An employee's refusal to undergo testing will result in termination of employment.

No Expectation of Privacy in Storage Areas

Desks, lockers, and other storage areas may be provided for the convenience of employees**,** but remain the sole property of Focus or its client. Employees have no expectation of privacy in any desks, lockers, or other storage areas provided in the workplace. Accordingly, any employee or representative of a client or Focus can inspect such areas, as well as any articles found within them, at any time, either with or without prior notice.

## Family/Medical Leave

Focus recognizes that from time-to-time employees may require a leave of absence to attend to certain family or medical situations. Therefore, in accordance with the requirements of the federal Family and Medical Leave Act (“FMLA”), Focus will provide job-protected family/medical leave to eligible employees. This policy summarizes employees’ rights, responsibilities, and benefits, but in all cases, applicable law will apply. Given the complexity of leave issues, employees who are contemplating taking family/medical leave are encouraged to contact Human Resources.

***Eligibility*** *-*To be eligible for family/medical leave, an employee must have worked for Focus for at least 12 months, have actually worked at least 1,250 hours during the 12‑month period immediately preceding the leave, and work within a 75-mile radius of 50 Focus employees. Leave may be granted to employees who are not eligible for leave under the FMLA or to those who have exhausted their 12-week FMLA entitlement to reasonably accommodate employees with disabilities, as long as such leave does not result in undue hardship to Focus, in its sole discretion.

***Covered Leave*** *-* Leave will be provided to eligible employees requiring time off for the following reasons:

* For their own serious health condition (referred to as **“medical leave”**).
* To care for their newborn, adopted or foster-placed child and for the adoption or foster placement of a child (within one year from the birth, adoption or foster placement) (referred to as **“family leave”**). See also Parental Leave policy below.
* To provide necessary care for the serious health condition of their spouse, parent, or minor or disabled child (referred to as **“family leave”**).
* When a spouse, parent or child is on, or has been called to, active duty in the Armed Forces and deployed to a foreign country, or is in the National Guard or Reserves and has been called to active duty in a foreign country in support of a contingency operation, and experiences a “qualifying exigency” such as the need to attend certain military events, arrange for alternative parental care or childcare, address certain financial and legal arrangements, attend certain counseling sessions, and attend post-deployment reintegration activities, including reintegration briefings (referred to as “**family leave**” or “**military exigency family leave**”).
* To provide necessary care for a spouse, parent, child or otherwise nearest blood relative who is a covered service member as defined by the FMLA, which may include certain Veterans, and those who incurred or aggravated a serious injury or illness in the line of active duty in the Armed Forces, National Guard or Reserves (referred to as “**family leave**” or “**military caregiver family leave**”).

**Serious Health Condition** - A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job or prevents the covered family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) full consecutive calendar days combined with at least two (2) visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy or a chronic or long-term serious condition.

***Amount of Leave*** *-*Eligible employees are entitled to receive up to 12 weeks of unpaid family/medical leave in a 12-month period, measured from the date their first family/medical leave begins. Employees are entitled to up to 26 weeks of leave for military caregiver family leave in a single 12-month period under the FMLA, measured from the date their leave begins. Such 26-week entitlement includes any other leave taken under the FMLA. Depending on the reason for leave, employees who are married to other Focus employees may need to share leave entitlements.

***Form of Leave*** *-*Leave may be taken consecutively in periods of up to an employees’ leave entitlement. When medically necessary due to the serious health condition of employees or their covered family members, leave may also be taken intermittently (in separate blocks of time) or on a reduced schedule (fewer hours in a day or days in a week). Qualifying exigency leave also may be taken on an intermittent basis. Employees are generally not entitled to intermittent or reduced schedule leave for the care, adoption or foster placement of a new child, but may be granted such leave at the sole discretion of Focus. Employees needing intermittent or reduced schedule leave are expected to consult with Human Resources prior to scheduling treatment in order to work out a schedule that does not disrupt operations. Such employees must provide documentation demonstrating that leave on an intermittent or reduced schedule basis is medically necessary. In accordance with applicable law and at the sole discretion of Focus, Focus may transfer employees requesting intermittent or reduced schedule leave to positions that would better accommodate such leave.

***Notice and Applicable Forms*** *-* Employees should provide as much notice as possible of their need for leave. Employees requesting leave, to the extent that such leave is foreseeable, must notify Human Resources at least 30 days prior to the requested leave. When the need for the leave is not foreseeable, including in the case of military exigency family leave, employees must provide notice as soon as practicable. Employees must provide sufficient information for Focus to determine if the leave is covered by the FMLA, and the anticipated timing and duration of the leave. Sufficient information may include a medical certification that the employee is unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or documentation supporting the need for military family leave. If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which Focus has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave. Failure to provide proper notice may result in a delay of leave or discipline for unauthorized absence. Written request forms for FMLA leave are available from, and should be submitted to, Human Resources when requesting leave. When an employee requests FMLA leave, Human Resources will provide the employee with notice of their eligibility for leave. Human Resources will be solely responsible for granting or denying a request for FMLA leave. Employees must complete all applicable forms when requesting FMLA leave, including an acknowledgment of their obligations while on leave, and submit documentation demonstrating their need for leave, including but not limited to birth certificates, proof of familial relationship, proof of military exigency, and medical certification. Employees requesting FMLA leave are entitled to receive written notice from Focus telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) Focus’ designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee’s leave entitlement. If Focus is aware that an employee’s absence is covered family/medical leave, it reserves the right, in its discretion, to designate such leave without the employee’s participation or cooperation.

***Medical Certification*** *-* Employees requesting leave due to their own serious health condition or to care for a family member suffering from a serious health condition must provide Focus with written certification from a health care provider, initially within 15 days of a Focus request, and thereafter every 30 days or upon the expiration of a previous certification, whichever is later. Such documentation must include, among other information, the nature and the anticipated duration of the need for leave, a statement that the condition in question constitutes a serious health condition, and in the case of leave to care for a family member, that the employee’s presence is necessary for the physical or psychological care or comfort of the family member. When incapacitated for more than three (3) days, employees may be required to submit a Health Care Provider Certification Form. They may also be required to provide recertification in certain situations, including but not limited to changed circumstances. Health Care Provider Certification forms are available from Human Resources.

Employees who submit certifications that are incomplete, illegible, or otherwise insufficient will be required to obtain additional information from their health care providers. Failure to provide a complete Health Care Provider Certification form in a timely manner (within fifteen (15) days of an initial Focus request or upon the expiration of prior certification) may result in the delay or denial of leave, benefits and/or reinstatement, and/or disciplinary action up to and including termination of employment for unauthorized absence. Focus reserves the right to require employees and/or their family members suffering from serious health conditions to submit medical certification, or obtain second or third medical opinions at Focus expense, in order to determine the necessity of leave and/or eligibility for paid time off. A third opinion shall be final and binding. Before returning to work, employees on medical leave must obtain a medical certification indicating that they may perform the essential functions of their position, with or without reasonable accommodation. The above provisions also apply with regard to serious injuries and illnesses in conjunction with military caregiver family leave.

***Pay/Use of Paid Time Off During Leave*** *–* Unless employees are otherwise entitled to compensation, leaves are without pay. Employees must use their accrued paid time off during leave. Employees may also be eligible to receive a portion of their normal compensation through workers’ compensation benefits during medical leave.

***Maintenance of Benefits*** *-* Focus will continue to maintain coverage under its health benefit plan for employees otherwise entitled to coverage during FMLA leave as long as they continue to pay their share of the premiums for such benefits. Focus, in its sole discretion, may provide benefit coverage to employees during leaves granted in excess of their FMLA entitlement, if any (with employees continuing their premium contribution), or may offer employees the ability to continue such coverage at their own expense through the provisions of COBRA. Employees who fail to continue to pay their premiums risk having their coverage terminated. Coverage shall retroactively be terminated due to non-payment after a grace period of 30 days and with 15 days’ notice. Focus reserves the right to seek reimbursement of health benefit premiums paid for employees (other than for periods they took their paid time off) who fail to return from their leave for a reason other than their own serious health condition, the serious illness or injury of a service member entitling them to FMLA leave, or other situation beyond their control.

***Status Reports*** *-*Employees on leave may be required to provide periodic reports on their status and intent to return to work at the end of their leave from Focus. Employees are asked to be forthcoming about their intentions so that Focus can adequately plan staffing.

***Reinstatement*** *-*Employees on leave must give at least two (2) business days’ notice of their intended return to work date. Upon returning from leave (up to their entitlement under FMLA), Focus will reinstate employees to their same or an equivalent position, with no loss in salary, benefits, or other terms and conditions of employment. Employees who would have been terminated (e.g., for poor performance or affected by a reduction in force or layoff) had they not taken leave, or who are considered “key” to the organization and who were previously notified that their leave and/or reinstatement would result in grievous economic harm to Focus, may not be entitled to leave and/or reinstatement. Employees who do not return to work upon their scheduled return date or who have not received an approved extension of leave, will be considered to have voluntarily resigned from their employment.

***Extensions of Leave*** *-*Prior to the expiration of any approved leave, employees needing additional time off must request an extension of leave from Focus, in writing, and with appropriate supporting documentation, if necessary, including the reason for continued leave, specific dates requested, and other relevant information requested by Focus. Depending on the circumstances, Focus will grant or deny such leaves in its sole discretion. Extended medical leaves in addition to that provided by the FMLA will not be granted where such leaves would result in undue hardship to Focus. If Focus, in its discretion, allows employees to remain on medical leave past their entitlement, such employees are no longer guaranteed reinstatement to their same or an equivalent position. Depending upon the circumstances and in the sole discretion of Focus, such employees may be reinstated to their same or an equivalent position or to another available position for which they are qualified, or their employment may be terminated. Failure to comply with the above extension procedures may result in termination of employment for unauthorized absence.

***Employee Rights*** *-*It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under the FMLA; or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. Employees who believe their rights have been violated should contact Human Resources immediately. Such employees may also file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer to enforce such rights. Employees contemplating taking FMLA leave or who have concerns about leave issues are encouraged to contact Human Resources for further information regarding their rights, obligations, and the applicable procedural requirements.

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# REASONABLE ACCOMMODATION POLICY

Focus provides reasonable accommodation(s) upon request for qualified individuals with known disabilities unless undue hardship to the company would result. Such reasonable accommodation(s) will be provided to enable such individuals to: 1) apply for employment with Focus; 2) perform the essential functions of their jobs; and 3) to enjoy the other terms, conditions and privileges of employment. Requests for accommodation should be made to Focus Anonymous Reporting at [email@focusjobs.com](mailto:email@focusjobs.com) or (913) 260-2567. All requests for accommodation will be treated confidentially to the extent possible for effective analysis and administration of the request. Focus also provides reasonable accommodations upon request based on an employee’s sincerely held religious beliefs or practices unless undue hardship to the company would result. Focus will engage in an interactive process with the requesting employee to determine if the employee is entitled to a reasonable accommodation and if it can be granted. Focus may exercise the right to require documentation concerning the need for any requested accommodation.

LACTATION ACCOMMODATION

Focus supports breastfeeding employees by accommodating employees who wish to express breast milk during the workday when separated from a child. Employees who wish to express breast milk at work should contact Focus Anonymous Reporting at [email@focusjobs.com](mailto:email@focusjobs.com) or (913) 260-2567 to request an accommodation, including reasonable break time and an appropriate, private location other than a bathroom.

**USERRA / MILITARY DUTY POLICY**

The Uniformed Services Employment and Reemployment Act (“USERRA”) is a law that affects employment, reemployment, and retention in employment when an employee serves or has served in the uniformed services. The definition of “service in the uniformed services” covers all categories of military training and service, including duties performed on a voluntary or involuntary basis in time of peace or war. USERRA also applies to persons serving in active components of the Armed Forces and members of the National Disaster Medical System. It is the policy of Focus to adhere to USERRA regulations. Additionally, it is the policy of Focus to comply with applicable state and local laws governing employment, reemployment, and retention in employment of employees who serve or have served in state uniformed services.

ATTENDANCE POLICY

Attendance and punctuality are important requirements of your employment. All employees are expected to show up for work as scheduled, on time, with appropriate attire and prepared to begin work. Employees are expected to remain at work for their entire shift. Arriving to work late, leaving work early, and unscheduled absences are disruptive and must be avoided. Excessive unexcused absenteeism or tardiness will result in disciplinary action up to and including termination. If an absence or late arrival cannot be avoided, employees must notify their supervisor at least 24-hours prior to any absence or late arrival. If an emergency, illness, or other unexpected reason prevents an employee from providing 24-hours advanced notice of any absence or late arrival, the employee must provide notice as soon as possible. Repeated tardiness or unexcused absences may result in the ending of an employee’s job assignment and/or termination of employment. Due to the nature of temporary jobs, missing one day of work during the first week of a job assignment may result in Focus ending the job assignment and replacing you with another employee. Any employee who fails to report to work without notifying his or her supervisor will be considered to have abandoned their job and voluntarily terminated their employment with Focus. Failure to comply with this attendance policy will result in disciplinary action up to and including termination of employment.

**AVAILABILITY FOR ASSIGNMENTS**

After a job assignment ends, employees who wish to receive a new job assignment must report to the Focus office on the next business day following the end of their previous assignment. Employees will not be paid for time between job assignments spent in a Focus branch office or an office on-location at one of Focus’ clients, subject to applicable law. Employees who fail to report to the Focus office to receive another job assignment on the next business day following the end of their previous job assignment, without notice, will be considered to have voluntarily resigned their employment with Focus. If this occurs, it is the individual’s responsibility to notify Focus of the employee’s future availability for job assignments.

While waiting to receive a new job assignment, employees must call the Focus office frequently, at least once per week, to update Focus of their availability to work. Employees will not be paid for time spent calling the Focus office to update their availability for work, subject to applicable law. An employee who is waiting to receive a new job assignment who fails to contact Focus for two (2) weeks or more to update their availability for work will be considered to have voluntarily resigned their employment with Focus.

TIME RECORDS

Focus employees are expected and required to maintain accurate time records and to truthfully report all time worked. Once an employee clocks in or signs in, work is to commence. Once an employee clocks out or signs out, no further work is to be performed. As set forth in the Overtime policy, all overtime worked must be pre-approved by Focus management. Any violations of this policy may result in disciplinary action up to and including termination.

OVERTIME POLICY

Depending on business needs, employees may be required to work overtime on occasion, subject to authorization and prior approval by Focus management. It is Focus’ policy to comply with all applicable laws regarding payment of overtime wages. Should any non-exempt employee work more than forty (40) hours in a week, the employee will be compensated at a rate of one-and-one-half (1½) times the employee’s regularly hourly rate for all overtime worked, subject to and in accordance with applicable law. Any employee who violates this policy, including by working unauthorized overtime, will be paid in accordance with this policy and applicable law, but may be subject to disciplinary action up to and including termination for violation of this policy.

# Dress Code Requirements

Focus’ basic dress code requirements are long pants (such as blue jeans), closed ended shoes (no sandals or flip flops) a shirt that covers past your shoulders by three inches such as a t-shirt (no tank tops). Absolutely NO shorts, skirts, spandex, exercise pants, yoga pants, sweatpants, tank tops, midriffs, excessively loose/baggy clothing, open-toed shoes, or clothes with obscene language or design. Clothing should be presentable, neat, ironed, and clean. Certain jobs related to food processing, electrical, and medical environments may restrict jewelry, fingernails, smoking, and/or facial hair. You will be notified prior to job assignment whether there are any job-specific dress code requirements. Some jobs require certain safety equipment and/or clothing such as steel-toed boots, safety glasses, hard- hats, hairnets, or other clothing. Such requirements will be discussed prior to job assignment. Focus reserves the right to consult with employees on an individual basis regarding appropriate attire. Violations of this policy may result in disciplinary action up to and including termination.

**CELL PHONE USAGE**

Personal cell phones and personal electronic devices are not allowed in Focus’ office or the employee’s work environment. Employees are strictly prohibited from using personal cell phones or personal electronic devices while working. Personal cell phones and personal electronic devices may only be used during scheduled rest or meal breaks in non-work areas.

# Injury Procedures

If you are injured on the job, it is essential that you promptly report such injury according to the following guidelines:

* 1. If you are involved in an accident that does not require emergency treatment, first notify your immediate supervisor, then **notify a Focus associate in your local office**. You will be given further instructions, including the medical care facility at which to seek treatment. Failure to notify Focus of an injury may result in claims not being paid by Worker’s Compensation. Therefore, in non-emergency situations, ***you must notify FOCUS prior to going to any clinic or hospital.***
  2. If an emergency occurs, such as a broken limb, bleeding profusely etc., notify emergency medical services, if needed, and seek emergency treatment. After the emergency situation is under control, notify Focus immediately.
  3. If you are injured and you only require first aid, report the occurrence to your immediate supervisor and then to a Focus associate in your local office.

# ANY EMPLOYEE INJURED ON THE JOB, NO MATTER HOW SLIGHTLY, MUST PROMPTLY REPORT THE INJURY TO FOCUS. ALL ACCIDENTS MUST BE REPORTED IN WRITING TO A FOCUS OFFICE IMMEDIATELY!

Focus will promptly handle legitimate claims and maintains workers compensation insurance to cover qualifying medical expenses and wages in connection with workplace injuries. Fraudulent claims will be fought with all available resources.

**Return-to-Work and Modified-Duty Program**

As part of Focus’ commitment to providing a safe work environment, we offer all of our employees who may become injured on the job a return-to-work and modified duty program. Focus offers injured employees who are prescribed modified duty or restricted work from their attending physician a modified duty assignment at your regular pay rate. This may include working in our office or a modified duty assignment at non-profit organizations such as Goodwill, Salvation Army, Food Shelters, etc. Modified duty assignments may include activities (depending upon nature of injury) such as filing, sorting paperwork, cleaning, stapling, and other miscellaneous light work. Other modified duty assignments may include folding or sorting donated items such as food and clothing at a non-profit organization.

While on your modified duty assignment, injured employees are not to complete any task that is not allowed by your treating physician. Your modified duty assignment is intended to comply with your work restrictions. If you are asked to complete an activity that you are not able to do, immediately notify your supervisor and a Focus associate in your local office. You may also submit a report to Focus Anonymous Reporting at (913) 260-2567.

It is important and required that you arrive on time every day to your scheduled modified duty assignment just as you would to your regular assignment. Tardiness or absenteeism can result in loss of the light duty assignment and/or termination of employment from Focus. If you are tardy two times in the same month or you No Call/No Show, your employment may be terminated. This means you may not receive pay from Worker’s Compensation in lieu of working.

While on your modified duty assignment, Focus will accommodate doctor or physical therapy appointments prescribed to you if they occur during your scheduled light-duty hours. We will make our best effort to match your original shift as closely as possible but your hours may be modified slightly due to the availability of light-duty assignments.

Once your doctor releases you to return to regular duty, Focus will place you back in your original position if it is still available. Because our jobs are temporary with other companies, we are not able to guarantee your original job will be available at the same client company. However, Focus will make its best effort to offer you a similar job at similar pay immediately after your release to full duty. If, due to your injury, you are still not able to complete the required tasks of your original job, Focus will make its best effort to offer you a position that meets your restrictions. If you have any questions or concerns, please contact Human Resources or call Focus Anonymous Reporting at (913) 260-2567.

# Safety Policy & Orientation

Focus is committed to maintaining a safe and healthy working environment for you. It is a requirement for all employees to follow all Focus safety guidelines and all safety guidelines and policies of client companies at which you may be assigned to work. A copy of a client company’s safety policy is available on request. If you fail to follow safety policies and procedures, you will be subject to disciplinary action, up to and including termination.

While working on your assignment(s), you must wear all safety equipment required for the particular job at all times. These items may include: Safety glasses, toe caps, hard hats, steel-toe boots, back supports, hearing protection, or any and all other provided safety equipment. Employees must never wear open-toe shoes, such as sandals. All employees must wear long pants. Shorts and skirts are not allowed.

As a Focus employee, you are never to perform any job requiring you to be off the ground. You are not to climb on a ladder or walk on scaffolding of any type. You are not to lift more than 30 pounds without prior written permission from Focus and without using required lifting apparatuses. You are not to operate any type of machinery, forklift, company vehicle, or equipment without prior written authorization from Focus. You are not to work with any hazardous or toxic materials without prior written consent from Focus.

If you notice any unsafe working condition, injury, hazardous situation, potential hazard, or unsafe work practice on the job site, you are required to immediately report it to your supervisor and to Focus at Focus Anonymous Reporting at (913) 260-2567 or [email@focusjobs.com](mailto:email@focusjobs.com). Failure to report such events or situations may result in disciplinary action up to and including termination of employment.

# GENERAL SAFETY RULES

You are required to read, become familiar with, and strictly adhere to all safety rules applicable to your job, including the following:

1. Report any injury to Focus and your immediate supervisor immediately.
2. Report any observed unsafe condition to your employer/supervisor.
3. Horseplay is prohibited at all times.
4. Drinking or being under the influence of alcoholic beverages is not permitted on the job. Any employee discovered under the influence of alcohol or illegal or unauthorized 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. An approved hard hat must be worn any time there is a hazard of falling objects.
7. You should not perform any task unless you are trained to do so and are aware of the hazards associated with that task.
8. 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.
9. Learn safe work practices. When in doubt about performing a task safely, contact your supervisor for instruction and training.
10. The riding of a hoist hook, or on other equipment not designed for such purposes, is prohibited at all times.
11. Never remove or by-pass safety devices.
12. Do not approach operating machinery from the blind side; let the operator see you.
13. Learn where fire extinguishers and first aid kits are located.
14. Keep all work areas clean and organized at all times. Trash must be disposed of properly.
15. If you are allowed to operate a vehicle by Focus, you must: have a valid driver’s license, obey all traffic laws and regulations at all times, wear your seatbelt, and have valid auto insurance (if using your personal vehicle for business purposes). When operating or riding in any Focus or client company vehicles, or using your personal vehicle for business purposes, seatbelts must be worn at all times.
16. Be alert to safety hazards that could affect you or others.
17. Obey safety signs and tags.
18. 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 employee injury.
19. Report any unsafe condition, conduct, or equipment to your supervisor or to Focus Anonymous Reporting at (913) 260-2567 or [email@focusjobs.com](mailto:email@focusjobs.com).

**CODE OF CONDUCT**

Focus takes seriously its responsibility to provide a safe and secure workplace and strives to ensure that all employees are treated in a respectful manner. Accordingly, Focus employees are expected to act in accordance with this Code of Conduct at all times, including in their interactions with clients, client employees, and other Focus employees. Though it is not possible to list all forms of behavior that are unacceptable in in the workplace, the following are examples of behavior that would be considered violations of Focus’ Code of Conduct. Such behavior may result in disciplinary action up to and including termination of employment. A non-exhaustive list of examples of prohibited conduct includes:

1. Violation of any policy in this handbook.
2. Inappropriate removal or possession of Focus property or the property of a client.
3. Theft from fellow employees, Focus, a client, or others at a worksite.
4. Deliberately or recklessly damaging or attempting to damage the property or equipment of Focus or its clients.
5. Using excessively abusive, threatening, or obscene language.
6. Making threats and/or using tactics of intimidation.
7. Sabotaging another employee’s work.
8. Making malicious, false, and harmful statements about others.
9. Fighting or horseplay on the job.
10. Gambling on the property of Focus or its clients.
11. Refusal to leave a worksite upon the request of any authorized individual.
12. Improperly disclosing private information of a client or co-worker.
13. Possession of firearms or other weapons in the workplace.
14. Unauthorized disclosure of Confidential Business Information.
15. Falsifying company records or reports, including your time records or the time records of another employee.
16. Obtaining employment based on false or misleading information.
17. Presenting false documents to establish identity or employment eligibility.
18. Dishonesty.
19. Smoking in unauthorized areas.

**DISCIPLINE**

In the event the behavior or performance of a Focus employee falls below the standards of Focus and/or otherwise fails to meet the expectations set forth in this handbook, Focus may take corrective action, up to and including termination of employment, as is necessary and appropriate. The specific form of discipline issued will be determined at Focus’ sole discretion based on all known circumstances. Certain offenses may result in immediate termination.

Nothing in this policy should be construed as creating a promise or representation that employment will continue for a set period of time for any employee or that employment will be terminated only under particular circumstances. Your employment with Focus is at will and Focus reserves the right to terminate any employee and to change wages (to the extent permitted by applicable law), benefits, and/or other terms and conditions of employment at any time, with or without cause and with or without prior notice.

# General Employment Policies & Procedures Acknowledgment and Agreement

* I understand and agree to abide by all of the rules and policies contained in this handbook.
* I acknowledge and represent that I am 18 years of age or older. I will not accept any assignments from Focus if I am under 18 and will notify a Focus branch manager immediately so that Focus may inactivate my application.
* In some circumstances, Focus will conduct on-site interviews on its clients’ premises before determining whether a temporary assignment will be offered. I understand that my participation in any such pre-placement interview process is voluntary and for my benefit in deciding whether to accept an assignment and does not guarantee employment. I further agree and acknowledge that I will not be paid for time spent interviewing for potential placement with Focus clients, subject to applicable law.
* I understand I am employed by Focus Workforce Management, Inc. or its subsidiary or affiliated companies and not by any client(s) of Focus. I understand and agree that I am not eligible for, and will not seek, any benefits from a Focus client including but not limited to health insurance, vacation, stock options, paid time off (“PTO”), and/or retirement benefits.
* I certify that the information provided in my job application, whether on paper or on the online application portal, is true and complete to the best of my knowledge and I understand that false information or significant omission of facts may disqualify me from further consideration from employment and may result in termination of employment if discovered at a later date.
* I understand that Focus is an “industrial” staffing company and that most job requirements include various forms of physical activity including lifting, bending, standing, stooping, etc. for long periods of time.
* I agree to submit to pre-employment, random, and post-injury or incident alcohol and drug testing as required by Focus and/or its clients, subject to applicable law. I understand that my failure to comply with this agreement or refusal to submit to drug testing will be grounds for my immediate termination.
* I have legal authorization to work in the U.S.A.
* I have previous experience in manufacturing, warehouse, and/or production type industries.
* I understand that my employment with Focus, and certain client assignments, are contingent upon satisfactory results of pre-employment background investigations. All background investigations are performed in accordance with applicable federal, state, and local laws. I authorize Focus to share the results of my pre-employment background investigation with its clients in connection with any work assignment or potential work assignment, subject to applicable law.
* I agree to provide Focus with a working telephone number and email address for communications to me, and will maintain reliable transportation to and from work. I agree to receive all communications, notices, and documents from Focus electronically via email or the Focus online employee portal.
* I understand and agree that at any time if I no longer have a working phone number, email address, or reliable transportation, that I will be deemed to have voluntarily quit Focus until such time that I notify Focus that I have remedied the same.
* I acknowledge that in the event I move or change phone numbers, I must notify Focus immediately of these changes.
* If I no longer have a phone, I understand it is my responsibility to contact Focus with my availability for employment on a daily basis. Failure to call in daily will indicate I am no longer interested or available to work for Focus.
* I understand that being on time and showing up to work is a requirement for employment and failure to do so may result in disciplinary action up to and including termination.
* If I fail to show up to work without providing appropriate notice, I understand that such action will be interpreted as my voluntarily resignation from Focus and that Focus may replace me on my job assignment.
* A 24-hour notice must be given for missing work. Being continually late or absent may result in ending of the job assignment and/or termination of employment from Focus.
* Due to the nature of temporary jobs, I understand that missing one day of work in the first week may result in Focus ending my assignment and replacing me with another employee.
* I understand and agree that I must call in frequently ***(at least once per week)*** to update Focus of my availability to work. I understand that I will not be paid for time spent updating Focus about my availability to work, subject to applicable law. I understand that after two (2) weeks if I have not contacted Focus that my application will be considered inactive and/or that I have voluntarily quit my employment with Focus. I understand and agree that if I fail to report to assignments which I’ve accepted, such action will indicate that I have voluntarily quit Focus and am no longer available for work.
* If for some unexpected reason, such as an emergency or illness, I am unable make it to work or will be late, I will contact Focus as soon as possible. For all other reasons, I agree to give a 24-hour notice prior to miss working or being late.
* I understand and agree that my “anniversary date” is the first day I begin work with Focus. If I should leave the company, and be rehired, a new anniversary date will be established at the time of the rehire date.
* I understand that from time to time, I may be required to work overtime, with prior authorization from Focus. I further understand that Focus provides compensation at an overtime rate of one and one half (1½) times the employee’s regularly hourly rate for all overtime hours worked by non-exempt employees, in accordance with applicable law.

Name

Signature

Date

# Hazardous Materials Disclosures, Training and Policy

Focus has adopted this policy for your protection, prior to being placed in an environment where there is a potential for exposure to hazardous materials. These materials may not be considered hazardous in the levels or forms to which you are exposed, but you have a right to know that they exist, the forms in which they exist, and how your exposure levels compare to those which are considered allowable for health and safety.

As a Focus employee, your training is general in scope. Any training about specific hazards in the workplace will be available to you at the client’s facility. Each client company has an appointed Safety Administrator who can provide you with HAZMAT information and explain this information to you. You may also request access to the SDS (Safety Data Sheet) at the client company location to obtain information regarding any potentially hazardous material with which you may come in contact.

You can contact Focus Anonymous Reporting at (913) 260-2567 to address any matters or concerns related to this policy. It is your responsibility to ask at the client’s facility whether there are any special hazards, personal protective equipment, or emergency action plans about which you should be made aware before you begin your job. At the client’s facility, it is your responsibility to ask where you can find the Material Safety Data Sheets (SDS).

As set forth in this policy, you have received general Hazardous Materials Training and have been informed of your right to know about any hazardous materials in the workplace to which you may be assigned. You have also been informed that you must receive training in the use and maintenance of any personal protective equipment (PPE) which may be required for your assignment, and you are responsible for properly using such equipment and for contacting your workplace supervisor to ensure that you receive all necessary training related to such equipment. You must immediately inform your Focus supervisor or an associate at your local branch office if you fail to receive this training. If any of your questions regarding hazardous materials are not satisfactorily answered at the workplace, you must also contact Focus regarding the same. Your signature below indicates your acknowledgment of and agreement to this policy.

Name

Signature

Date

# Electronic Payment & Documentation Authorization

Focus offers electronic forms of payment of wages such as pay cards and direct deposit. By signing below, I hereby give Focus authorization to pay me via a pay card and/or direct deposit and to provide all documentation and notices, including pay stubs, W-2’s, IRS form 6055 & 6056 statements, IRS Form 1094 & 1095 statements (regarding health insurance information), and all other financial or employment documents and notices electronically in lieu of paper copies. Documents may be emailed or placed in the Focus online employee portal to which I have received a log in ID and created my own password.

Name

Signature

Date

# ACKNOWLEDGMENT

I acknowledge that I have received a copy (whether electronically or paper) of the Focus Workforce Management, Inc. Employee Handbook & Policies (the “handbook”). I understand and agree that it is my responsibility to review this handbook and familiarize myself with its contents. I understand and agree to abide by all rules and policies contained within the Focus Workforce Management, Inc. Employee Handbook & Policies. I understand the handbook is available to me at any time through the online Focus employee portal, for which I created a username and password, and on the Focus website at [www.focusjobs.com](http://www.focusjobs.com). I understand that I may ask for a copy of any policy and Focus will furnish it upon request or provide a link to such policy on its website.

I understand that my employment with the Focus is on an at-will basis. This means that my employment may be terminated with or without cause and with or without notice at any time by either Focus or me for any reason. Nothing in the Focus Employee Handbook & Policies creates or is intended to create a promise or representation of continued employment. Nothing in this handbook or in any other document or statement shall limit Focus’ right to terminate my employment at any time, with or without cause or notice, or to make changes to my position, title, job responsibilities, or compensation level. I understand that no manager, supervisor, or other employee of Focus has the authority to enter into any agreement for employment for any specified period of time or to make any agreement for employment other than “at will” employment. Only the President of Focus has the authority to make such an agreement if it is in writing and signed by the President and the employee.

I understand that except for my at will employment status, any and all rules, policies, and practices can be changed by Focus at any time, with or without prior notice.

Name

Signature

Date