



# Employee Handbook

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# Welcome

Welcome to LandrumHR Staffing Services! We are part of one of the fastest growing industries in the country and are an important part of the panhandle's economy. Established in 1973, LandrumHR Staffing Services provides skilled and unskilled employees for full-time, part-time, temporary and permanent positions as well as for temporary and long-term contract staffing arrangements for business, industry and government entities throughout Northwest Florida. Experienced and certified human resources specialists provide the guidance needed for employees to find the best jobs, and for companies to find the best employees.

LandrumHR Staffing Services is one of three divisions under LandrumHR Human Resources Companies, Inc. and is a recognized leader in the staffing industry. The other divisions include *LandrumHR Professional Employer Services* and *LandrumHR Consulting*. Together, our companies provide services to over 1,500 clients and 18,000 employees annually.

LandrumHR is a people-oriented company and has earned a reputation for quality since our beginning in 1973. As an employee, you will share and contribute to our reputation. We care about our employees' health, safety at work, and fair treatment on the job. We also care about our customers and understand their need for personnel who maintain high standards of performance. The success and future of our company depends on our ability to perform a variety of services and skill-level matches for you and for our customers. We invite your suggestions for improvements and urge your total commitment to quality in your work.

As a LandrumHR employee, we want to ensure you understand how and when you get paid, the benefits offered to you and how to become eligible to receive these benefits.

This Employee Handbook is intended to provide you with the answers to as many of these questions as possible. We know, however, that we cannot anticipate every situation or answer every question about employment. Therefore, you are encouraged to call us anytime you need an answer to questions not covered in this handbook.

**This Employee Handbook is not a contract of employment with the exception of LandrumHR Staffing Services' Dispute Resolution Policy. The policies, benefits, and procedures summarized in this handbook, as well as other information provided, are all subject to modification or cancellation by LandrumHR at its discretion and without prior notice to employees.**

### **Special Practices of LandrumHR**

The practices and benefits outlined in this handbook are of a general nature. Consequently, with some customers and in some states, LandrumHR and its customers reserve the right to include procedures or policies that address the particular situation of Landrum's customers and the employees. In some cases, the variations may take the form of a separate handbook or an addendum attached to this handbook.

## **Employment Information**

### **Office Hours**

The LandrumHR office in Pensacola is open Monday, Tuesday, Thursday and Friday from 8:00 a.m. until 5:00 p.m. On Wednesday, the office is open between 7:30 a.m. and 5:00 p.m. to accommodate those who wish to pick-up their paycheck.

The LandrumHR office in Ft. Walton is open Monday through Friday from 7:30 a.m. until 4:30 p.m. Paychecks will be ready for pick-up on Fridays.

### **Assignment Advice**

Aside from being proficient at the work for which you are hired, it is also important to do your very best while on assignment for LandrumHR. Not only are you representing yourself and LandrumHR, but also establishing your reputation in the employment community. Through your work assignments with LandrumHR, you are developing a network of employers who will have first- hand knowledge of your skills, your work habits and work ethic, and your ability to learn new

tasks and follow directions. For these reasons and more, we have developed the following LandrumHR Code of Conduct:

### ***Attitude and Cooperation***

Nationwide studies show that the most important quality clients prefer is a pleasant “can I be of service” attitude. Be pleasant and cooperative. When your work is completed, immediately advise your work supervisor and ask for additional work.

### ***Reliability and Responsibility***

Show a sense of reliability and responsibility by arriving for your assignment on time. You should always observe and respect the customer’s hours of business. Your LandrumHR Staffing HR Specialist will give you detailed directions to your job assignment. Please take careful notes regarding the directions and don’t hesitate to ask for additional information.

### ***High Productivity***

Do the very best job possible on each assignment. Don’t waste time. Listen to instructions carefully and ask questions if you are unsure.

### ***Good Appearance***

Good grooming and a neat, clean appearance are always important. Observe other workers at your assignment location and dress appropriately.

### ***Good Attendance Record***

If, for any reason, you cannot arrive to your assignment on time, report this immediately to your LandrumHR Staffing HR Specialist at (850) 476-5100. It is important that we make arrangements with the client in the event of your absence.

### ***Landrum’s Website***

Please visit our website at [www.landrumhr.com](http://www.landrumhr.com). Our website is updated daily with our current available positions. You will find useful information including Advice for Success, Industry News, FAQ’s, past LandrumHR Newsletters, Contact Information, Employee Discounts, and much more.

## **Availability**

Remember to keep us informed as to your availability for work. You can visit our Job Center at [www.landrumhr.com](http://www.landrumhr.com) to notify us of your general availability or interest in a particular job opening.

Please call LandrumHR to report any of the following:

\*Any change in the length of your assignment;

**\*If you have worked more than one assignment in a pay period and may be working overtime.**

\*If the skills required on the assignment do not match the description given;

\*If you are going to be late for an assignment or cannot report at all. In this event, LandrumHR will call the client and make arrangements.

## **Benefits**

LandrumHR offers a variety of benefits to qualified employees. If you have any questions about our benefits, including your eligibility, please contact LandrumHR Staffing Services at 476-5100. The following is a list of current benefits; these benefits may change without notice.

- **Health Insurance** varies by client agreement. Contact LandrumHR Staffing Services for more information.
- **Entertainment and Amusement Park Discounts** – A variety of special discount tickets and products are available to LandrumHR employees. If you are interested in obtaining any of these discounts, please visit the LandrumHR Staffing website or call 476-5100 and ask for the Benefits Department.
- **Free Skills Upgrade Training** – Computer tutorials are offered to our employees free of charge. You do not need an appointment, just come in between 1 p.m. and 4 p.m. If you have questions, please contact your LandrumHR Staffing Specialist.

- **Referral Bonus** – LandrumHR is always looking for great employees. If you refer a friend to LandrumHR Staffing Services and they are placed on an assignment and work the prescribed number of hours, you will receive a bonus. In the back of this handbook, we have included a Referral Form for your use.
- **Employee Assistance Program** – Our Employee Assistance Program (EAP) is a benefit designed to help employees and their families with personal problems. LandrumHR employees and members of their families are able to receive up to three free confidential, professional counseling sessions per year for problems including marital difficulties, physical illness, mental or emotional illness, family distress or other difficulties. LandrumHR pays for this benefit. To set an EAP appointment, call our EAP resource listed below, identify yourself as a LandrumHR employee, and request an appointment:

Behavioral Health Systems, Inc.  
(800) 245-1150

### **Employee of the Month Awards**

Each month an employee is selected as the Employee of the Month by our Human Resources Specialists. Recommendations by our customers, employee evaluations, work adaptability and work ethic, are a few items considered in this decision. Employees of the Month are honored through recognition in the LandrumHR monthly newsletter and receive a gift package from LandrumHR.

Other forms of recognition include:

- **National Temporary Help Week** – LandrumHR Staffing Services recognizes their employees during the American Staffing Association’s National Temporary Help Week in the fall of each year.
- **LandrumHR Newsletter** – LandrumHR publishes a monthly employee newsletter. We recognize our Employees of the Month, post notices of special company events, and include helpful hints. These are located on the LandrumHR Staffing website under “Resources” on EzView.



## **Your Pay**

LandrumHR Staffing Services is your employer. We do not charge our employees a fee for our placement services. As our employee, you will be paid based on the number of hours you work. We withhold taxes, match your social security contribution and provide workers' compensation insurance. In turn, our customers pay us an amount sufficient to cover your salary, required payroll taxes, workers' compensation insurance and the costs of administering our service.

## **Payroll Options**

LandrumHR offers Direct Deposit and the Money Network Visa Card as the two options to receive your payroll funds. Please go to [www.landrumhr.com](http://www.landrumhr.com) for more information on these payroll options. To sign up for the Money Network Visa card, you will need to print and complete the Employee Pay Selection Form and return to the LandrumHR office.

If you are interested in Direct Deposit, please staple a voided check to the Direct Deposit form and fax it to 478-4559 **or drop it off at the LandrumHR office.**

## **Your Timesheet**

To receive prompt payment for your LandrumHR assignment(s), you must complete our LandrumHR timesheet. **Your TIMESHEET is due on or before 10:00 AM MONDAY MORNING.** **We must have the original timesheet.** There are several items on the timesheet that need to be completed in order for you to be paid correctly and in a timely manner:

\*Print your full name and social security number in the spaces provided on the timesheet. The Firm Name is the customer to which you are assigned. This is important information for the payroll department, especially if you have worked at more than one client in the same week. A separate timesheet needs to be completed if you have worked for different clients in the same week. If you are turning in hours for different weeks, then we will need separate timesheets for each week.

\*For each day worked, fill in the date, time started, time finished, time taken for lunch, and the total hours worked. Don't forget to total the hours at the bottom of the timesheet and round to the nearest quarter hour.

\*Two signatures are required on your timesheet - your supervisors and yours. Please make sure to have the timesheet approved before turning it in to LandrumHR. Leave the last copy of the timesheet (the yellow sheet) with the client and turn in the white portion to LandrumHR.

\*Please make sure to enter the week-ending date in the appropriate block on the timesheet. Landrum's workweek begins on Sunday and ends on Saturday, so Saturday's date will be used in the week-ending block.

You may view your pay information online. To do so, go to: [https://landrumwsc.bondadapt-us.com/Landrum/login/login\\_view.jsp](https://landrumwsc.bondadapt-us.com/Landrum/login/login_view.jsp), enter your email address and click New Login. EZ View's extra secure site will walk you through setting up your own log-in.

You will be able to log in and view your pay information online after 1:00 p.m. each payday.

Payday for LandrumHR employees for the Pensacola office will be every Wednesday or Friday, depending on your assignment. Payday for LandrumHR employees for the Ft. Walton office will be every Friday.

Occasionally the payday may change due to holidays. If that is the case, you will be notified in advance through a phone call, email or EZ View.

The payroll department is always available at 476-5100 if you have any questions regarding your pay.

### **PeopleNet Time Tracking**

LandrumHR also offers an electronic timesheet submittal process, known as "PeopleNet." This process allows you to report your hours electronically. PeopleNet is used at the customers' discretion.

## **Change Authorizations**

**Address Changes** - Anytime your address or phone number changes, please remember to let LandrumHR know. You can give us this information by completing an Address Change form at the front desk, e-mailing the information to [lsspayroll@landrumstaffing.com](mailto:lsspayroll@landrumstaffing.com), or faxing the information to (850) 478-4559. Address Change forms are in this handbook and on the LandrumHR website. Please remember to include your name and social security number on these requests. **Verbal requests cannot be accepted.**

**Name Change** - In order for LandrumHR to make a name change, we must have an original, corrected Social Security Card reflecting the new name. We cannot accept a copy of the card. **Verbal requests cannot be accepted.**

## **Temp-to-Hire**

Many times our customers find the work of our employees to be exceptional. We are always pleased if our customer selects one of our employees for permanent employment with their company. If this occurs, contact your LandrumHR Staffing HR Specialist immediately at 476-5100. We will make the necessary arrangements with our customer.

A LandrumHR Staffing Specialist will discuss the intent to hire with our customer in order to establish a suitable completion period based on the number of hours you have worked at the customer location. A typical completion period consists of 15 weeks (600 hours) from the date of notification to hire. After completion of this period, you may be transferred to our customer's full-time payroll. The completion period will give you the opportunity to make sure the job is right for you before making a permanent commitment.

**Please call a LandrumHR Staffing Specialist as soon as you have an indication that our customer may be interested in transferring you to their payroll. LandrumHR will quickly finalize all details with the client to facilitate this transition.**

# Employment Policies

Landrum's policies and protocols are primary and where they conflict with other oral or written policies or protocols I may receive from my temporary employer (Landrum's client), the LandrumHR policies will govern unless specifically state otherwise in writing.

## **Employment At Will**

Unless you have signed a written employment contract with your worksite employer (Landrum's customer), your employment with LandrumHR and your worksite employer is considered to be "at will". This means that either you or LandrumHR (and/or your worksite employer) can end your employment or change the conditions of your employment at any time for any reason not prohibited by law. This provides everyone with the flexibility and freedom to determine whether there is a continuing "good fit" between employer and employee.

## **Equal Employment Opportunity**

Landrum's firm policy is that all persons are entitled to equal employment opportunity regardless of race, color, religion, sex, national origin, age, disability, marital status or veteran status. In compliance with all federal and state civil rights laws, LandrumHR advises its customers to make every effort to employ and promote the most qualified individuals without regard to the above factors. If you have a disability and need reasonable accommodations, you should request such accommodations from Landrum's Operations Manager at 476-5100.

## **Landrum's Open Door Policy**

We want to help you be successful in your employment. Our door is always open to you. If your complaint relates to harassment or discrimination, please use the reporting procedure in the policy below. If the complaint relates to any other type of problem (for example, if you feel you are not being treated fairly or if you have any type of job-related problem that prevents you from performing at your best level including but not limited to improper treatment by supervisors or co-workers, compensation problems, retaliation or

any other type of problem or complaint), you are required to take advantage of the following Open Door procedure which we have developed to handle any type of job-related complaint or problem:

1. First, discuss your concern with your immediate supervisor. If the issue isn't resolved to your satisfaction or if you aren't comfortable going to your supervisor for any reason, please proceed to step 2.
2. Second, immediately notify Landrum's Operations Manager at 850-476-5100 or 800-888-0472. LandrumHR will make every effort to help resolve the situation, but we have to be made aware of the problem to be able to assist you.
3. Finally, if you are not satisfied with the answer you receive in the second step, please submit your problem or complaint in writing, within three days of notification of the decision at the second step, to the President of LandrumHR, Britt Landrum, III, who will advise you of a final decision.

If you feel uncomfortable discussing a problem or complaint with your supervisor, you may skip the first step and proceed with step two, contacting Landrum's Operations Manager.

Of course, you are always free to contact us regarding any problem that you have, even if it is personal in nature.

### **Landrum's Policy On Discrimination and Harassment (Including Sexual Harassment)**

LandrumHR and your worksite employer are committed to providing a work environment free of all forms of discrimination and harassment based upon race, sex, color, religion, national origin, age, disability, marital status, veteran status or any other legally protected status. As an employee, you have an obligation to refrain from discrimination and harassment. With regard to sexual harassment, no one (male or female) should be subjected to unsolicited and/or unwelcome sexual overtones, comments or conduct, either verbal or physical.

Sexual harassment refers to behavior that is not welcome, is personally offensive, fails to respect the rights of others, lowers morale, and/or interferes with our work effectiveness. Sexual

harassment may be overt or subtle. Forms of harassment include demands for sexual favors, sexual innuendos, suggestive comments, jokes of a sexual nature, sexual propositions, threats, sexually suggestive objects, E-mails, pictures and suggestive or offensive gestures or touching.

Harassment is verbal or physical conduct that denigrates or shows hostility or aversion towards a person because of sex, color, race, religion, national origin, marital status, veteran status, age or any other protected category. It includes but is not limited to epithets, slurs or negative stereotyping, threatening, hostile or intimidating acts, and written or graphic material that denigrates or shows aversion towards a person.

Remember...**any incident of discrimination or harassment, sexual or otherwise, is unacceptable.** If you should find yourself subjected to conduct which may violate this policy or makes you uncomfortable in your work, here are the appropriate steps you must take:

1. First, tell the offending party to stop the conduct.
2. Second, immediately contact Landrum's Operations Manager at 850-476-5100 or 800-888-0472. LandrumHR will make every effort to help resolve the situation, but we have to be made aware of the problem to be able to assist you.
3. Finally, if you are not satisfied with the answer you receive in the second step, please submit your problem or complaint in writing, within three days of notification of the decision at the second step, to the President of LandrumHR Staffing, H. Britt Landrum, Jr., who will advise you of a final decision.

All claims will be promptly, thoroughly and impartially investigated and corrective action will be taken where appropriate. Employees who make good faith complaints of discrimination or harassment will be protected against retaliation. You should immediately report any retaliation under the complaint procedure set forth in this policy. Confidentiality will be protected to the extent possible. Any violation of this policy may result in disciplinary action up to and including unpaid suspension and/or dismissal.

If you have any questions about this policy or how to make a complaint, contact Landrum's Operations Manager at the telephone numbers above.

### **Dispute Resolution Policy**

LandrumHR hopes that all employment-related disputes, claims and complaints can be resolved through Landrum's Open Door Policy or its Discrimination and Harassment Policy. This gives you, your temporary employer, and LandrumHR a fair chance to resolve any problems promptly and efficiently. However, if a dispute, claim or complaint cannot be resolved informally through the Open Door Policy, Landrum's Dispute Resolution Policy must be followed.

The policy requires any person with an employment-related dispute or claim not resolved through the Open Door Policy or the Discrimination and Harassment Policy, including but not limited to claims related to harassment, discrimination and/or retaliation, to first utilize voluntary non-binding mediation through a mutually agreeable mediator. Either party has the right to be represented by counsel of their choosing at the mediation. Unless otherwise mutually agreed, all mediation shall be held in Pensacola, Florida.

If not resolved by mediation, the dispute must be resolved by binding arbitration in Escambia County, Florida (or other county mutually agreed to) by an impartial arbitrator selected in compliance with the voluntary arbitration rules of the American Arbitration Association. The arbitrator shall have the authority to award all statutory remedies. The terms of this policy apply to all disputes or claims, including statutory or common law claims, relating to or arising out of matters pertaining to employment, including unlawful employment, discrimination, harassment and/or retaliation prohibited under state and federal civil rights laws. The policy also applies to retaliation claims under state workers' compensation and whistle-blower laws, failure to hire claims, and claims of retaliation, wrongful termination, and contract, compensation, benefits claims and wage and hour disputes.

This policy is to be interpreted in accordance with the substantive law of the State of Florida and does not alter the at-will<sup>15</sup> nature of an employee's employment. These are the exclusive procedures for resolving such disputes, other than as required by law.

### **Family and Medical Leave**

The Family and Medical Leave Act of 1993 (FMLA) provides certain leave-of-absence benefits to eligible employees. You are an "eligible employee" if:

- A. Your employer (LandrumHR Staffing) has at least 50 employees in a 75 mile radius in twenty or more calendar work weeks in the current or preceding calendar year and
- B. You have been employed by your temporary employer for at least one year, and
- C. You have worked at least 1,250 hours for your temporary employer in the past 12 months, and
- D. You meet the qualifications of the particular type of FMLA requested.

For purposes of this policy, the 12-month "FMLA Year" is measured forward from the date the employee's first FMLA leave begins. NOTE: Any available paid leave must be used concurrently with FMLA leave.

### **Reasons for taking FMLA leave:**

If you are an eligible employee, unpaid leave will be granted for any of the following reasons:

1. Birth of a child and to care for your newborn child, placement with you of a child for adoption or foster care; or
2. To care for your spouse, dependent child, or parent who has a serious health condition; or
3. For a serious health condition that makes you unable to perform your job with or without a reasonable accommodation; or
4. For military exigency leave; or
5. For serious injury or illness/military caregiver leave.



Leave may be taken consecutively or on an intermittent basis, as circumstances require. Unless otherwise required, all leave granted under this section will be counted against your annual family medical leave entitlement. Intermittent FMLA leave is generally not allowed following birth or adoption/foster child placement.

### **Your Responsibilities:**

1. You may request leave by speaking with an HR Specialist. You are required to provide a 30-day advance notice of any foreseeable FMLA-related leave. In the case of a medical emergency, leave should be requested as soon as possible.
2. If your leave is for a serious health condition, you must provide a medical certification form from an appropriate health care provider, within 15 days of the date LandrumHR Staffing is notified of the leave. Failure to provide timely medical certification may result in denial of continued medical leave. In case of denial, your absence will be unauthorized. Your temporary employer reserves the right to seek a second opinion from a physician of their own choosing to confirm the necessity for leave.
3. If your leave is qualifying military exigency leave, you will be required to submit appropriate paperwork.
4. Employees must continue paying your portion of applicable health coverage.
5. Employees must return timely once leave expires.

### **Employer's Responsibilities:**

1. Maintain your health coverage, if applicable.
2. Restore you to your original or equivalent position and pay, unless other legal provisions apply.
3. Maintain your employee benefits that may have accrued prior to the start of the leave. (Benefits do not accrue during leave).

If you have used the available 12 (or 26, as appropriate) weeks of leave and have not returned to work, a COBRA qualifying event has occurred and you will receive notification of how to continue health coverage under COBRA law, if elected. If you do not return to work after the 12 (or 26, as appropriate) weeks of leave, you give up any right to be reinstated under this policy and the Family and Medical Leave Act, and under certain circumstances, LandrumHR Staffing may

recover premiums paid by LandrumHR Staffing or your temporary employer for maintaining group health coverage during the leave.

You must return to work immediately upon the earliest of expiration of FMLA leave or the basis for the leave. If your leave is for your own serious health condition, you may be required to provide a fitness for duty certification from your health care provider stating that you are able to resume the essential functions of your job.

Employees on FMLA leave are prohibited to perform any type of employment for any other person or entity during their FMLA leave period.

To obtain detailed information and necessary forms, you should call LandrumHR Staffing's Human Resources Specialist immediately upon discovery of the need for leave under this policy. LandrumHR Staffing will determine if you are eligible under the Family and Medical Leave Act provisions, and notify you accordingly.

### **Domestic Violence Leave**

Florida employers are required to permit employees to request and take leave in connection with domestic violence under certain circumstances. Eligible employees are those who have been employed for 3 or more months.

Eligible employees can take up to 3 working days of leave in any 12 month period if the employee, or family or household member of the employee, is the victim of domestic violence. This leave may be with or without pay, at the discretion of the temporary employer. This leave applies if the employee is:

1. Seeking an injunction for protection against domestic violence or an injunction for protection in cases of repeated violence, dating violence or sexual violence;
2. Obtaining medical care or mental health counseling, or both, for the employee or family or household member to address physical or psychological injuries resulting from the act of domestic violence;

3. Obtaining the services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of a domestic violence act;
4. Making the employee's home secure from the perpetrator of the domestic violence or seeking new housing to escape the perpetrator; or
5. Seeking legal assistance in addressing issues arising from the domestic violence or attending and preparing for court related proceedings arising from the domestic violence.
6. Except in cases of imminent danger to the health or safety of the employee, family or household member, employees seeking such leave must provide LandrumHR Staffing with appropriate advance notice of the leave along with sufficient documentation of the domestic violence act as required by LandrumHR Staffing.
7. Before receiving such leave, employees must exhaust all annual or vacation leave, personal leave and sick leave, if applicable, available to the employees, unless the worksite employer and/or LandrumHR Staffing waives this requirement.

### **Military Leave**

Leave for military or other uniformed services will be granted and governed in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) or the FMLA, as appropriate. If you have any questions about USERRA or FMLA, contact the LandrumHR Staffing Operations Manager at 850-476-5100.

### **Workplace Violence Policy**

For everyone's safety, it is important to keep the work environment free from threats and acts of violence. Verbal or physical threats, fighting, possession of firearms on the premises of LandrumHR or its customers except as allowed by law, and other improper conduct toward supervisors, customers or co-employees are prohibited. Threats and acts of workplace violence, **including those made in jest**, are not appropriate in the workplace.

Violation of this policy may result in disciplinary action up to and including unpaid suspension and/or dismissal. All employees should help enforce this policy by immediately reporting all threats or acts of workplace violence to your worksite supervisor and LandrumHR Staffing's HR Specialist at 850-476-5100.

### **Testing, Medical Inquiries and Physical Examinations**

Skills evaluations and other job-related tests might be given to help determine suitability for particular job categories or promotions. Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license and a driving record acceptable to our insurer and Landrum's client.

LandrumHR reserves the right to require employees, under the certain circumstances explained in Landrum's Substance Abuse Policy, to undergo a drug screen analysis.

After you have been conditionally hired, you may be required to complete a medical inquiry and/or undergo a physical examination for your protection and for ours. You will not be considered to be "working for LandrumHR" until all preliminary medical inquiries and physical examinations are satisfactorily completed.

### **No Solicitation/No Distribution/No Access Policy**

Solicitation at work causes employees to neglect their own work and interferes with the work of fellow employees. The following rules apply to solicitation at work or the distribution of literature by employees on the property of LandrumHR or a LandrumHR customer:

1. There should be no solicitation during work time.
2. There should be no distribution of literature during scheduled work time or in any work area. This applies to the person soliciting or distributing the literature and to the person being solicited or receiving the literature

For the purpose of the no solicitation rule, examples include, but are not limited to, solicitation for magazines or subscriptions, personal hygiene products, political contributions or for membership in organizations.







Personal visits to your assignment work area by friends or relatives are permissible only in case of an emergency or your assignment supervisor has approved the visit.

### **Client Property**

All work and work product(s) produced by Landrum5 employees while on assignment through Landrum5 is the sole property of the Landrum5 client.

### **Electronics Usage Policy**

All office, telephone and computer equipment, hardware, software, supplies, and other electronics are the sole property of your worksite employer and should not be utilized for personal or non-business use. You should have no expectation of privacy in telephonic, facsimile or internet transmissions, computer files, disks and records, voice mail or text systems and all computers electronic communication systems and files are subject to review and inspection at any time.

Your worksite employer has spent substantial resources to build and provide electronic communications systems, including email, computer systems, voice mail and internet access. Misuse or inefficient use of these systems can jeopardize the RUJDCDWLR mission through decreased productivity, strained resources and increased liability.

Unless specifically authorized by your worksite employer, employees may not remove any information from the worksite HPSORHUSUHLVHZKHWHKDUGRS\ RQDGLVRIUIDVXULYH or via electronic transfer.

### **Privacy and Confidentiality**

LandrumHR and your worksite employer reserve the right to review, intercept, monitor, access and disclose all matters on their electronic communication systems, at any time, with or without employee notice, during or after working hours, and may monitor any employee's use of these systems. Matters reviewed may include, without limitation, current or past telephonic and other transmissions (incoming and outgoing), voice-



mail, text messages, email, internet usage, sites visited, and data and program files entered, left or stored in these systems. Internet access is for authorized users only.

Personally owned electronic equipment that can record or transmit information, including but not limited to cell phones, camera cell phones, flash drives, disks and PDAs could pose a potential risk to confidentiality. Employees are expressly prohibited from using such devices for purposes that are illicit, illegal, discriminatory or determined by the company to be a risk to confidentiality.

### **Inappropriate Behavior**

Employees are expressly prohibited from using company electronic systems to access internet sites or chat rooms containing sexually explicit, discriminatory or obscene material or other controversial sites such as violence, racially inflammatory and hate speech sites and engaging in activities that are unlawful or, in LandrumHR and your worksite employer's sole discretion, threatening, abusive, offensive or that involve illicit transactions, gambling or other conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law.

### **Security**

Employees may not attempt to evade user authentication or security of any technology asset (host, network or account) or participate in any act of vandalism or destruction of programs, hardware or data. This includes, but is not limited to, impersonating another user, logging into server or an account that the employee is not expressly authorized to access and accessing data not intended for the employee, probing the security of other networks or launching attacks on any network using company technology assets.

Further, because of the potential for computer viruses transmitted over the internet, it is incumbent on all to exercise care and judgment when downloading data and application software. Downloaded software is to be used in accordance with its license agreement.

## **User Responsibilities**

It is your responsibility to maintain the confidentiality of all passwords. In the rare case that business needs dictate that a password must be shared, the password's original owner is responsible for all actions taken under that password. The password should be changed as soon as the business need no longer exists. Only in the event of a legitimate business need should you access information or retrieve any stored communication unless authorized to do so or unless you have received prior authorization from an approved company representative.

## **Solicitation or Personal Use**

Voicemail, email, company-issued cell phones, text messaging and internet communications have been established for business use only. Prohibited use of email, text messages, voice mail and internet communications include, but are not limited to, soliciting outside business ventures, personal shopping, advertising for personal enterprises, soliciting for non-company related purposes, visiting web sites for personal use or other personal usage.

Electronic forms of communication are formal methods of communication and should be treated as such. Therefore, every effort should be made to maintain professionalism and etiquette in using voice mail, text messages, email and other forms of internet communication.

## **Use of Cellular Phones in Motor Vehicles**

Employees using cellular phones for any purpose (including sending or reading emails or text messages) while conducting company business in a vehicle are required to pull over to a safe location for the entirety of the phone conversation.

## **Social Media**

LandrumHR recognizes that social media is regularly used as a form of communicating. LandrumHR trusts and expects employees to exercise personal responsibility whenever they participate in social media. LandrumHR and its customers have the right and duty to protect themselves from the unauthorized disclosure of information and to

protect their reputation as an organization and employer. LandrumHR and its customers also have the right to maintain an orderly, safe, and efficient work environment, consistent with its organizational values, practices, procedures and company work rules and policies. This policy includes basic guidelines for each temporary employee.

“Social media” and related technology include, but are not limited to, video or Wiki posts, social networking sites such as Facebook, MySpace, Twitter and YouTube, chat rooms, podcasts, discussion forums, personal blogs or other similar form of online journals, diaries or personal newsletters not affiliated with LandrumHR or its customers. This policy also includes future social media technologies and applications that may not yet be contemplated.

Temporary employees may not use social media in a manner that interferes with their job duties or violates a company work rule or policy. Specifically, temporary employees may not use social media to harass, threaten, intimidate, retaliate, discriminate or disparage LandrumHR, its customers, employees or anyone doing business with LandrumHR and its customers. These restrictions do not prohibit conduct protected by Section 7 of the National Labor Relations Act.

Temporary employees are responsible for protecting confidential and proprietary company information. Temporary employees may not disclose any confidential or proprietary information of or about LandrumHR, its clients, its affiliates, vendors, or suppliers, including but not limited to business and financial information.

At all times, including when using social media during non-work hours, employees must comply with Landrum’s policies regarding the confidentiality of company operations. Employees may not, at any time, use social media to discuss confidential work-related matters.

Unless specifically instructed, temporary employees are not authorized to speak on behalf of their worksite employer and may not represent that they are communicating the views of LandrumHR or its customers or do anything that might reasonably create the impression that they are communicating on behalf of, or as a representative of, LandrumHR or its customers.

Temporary employees are prohibited from taking photos of work related information and posting this information on a social media site, unless expressly authorized by the worksite employer.

Temporary employees are personally responsible for their commentary, even on personal pages. They can be held personally liable for commentary that is considered defamatory, obscene, proprietary, or libelous by any offended party, not just LandrumHR.

LandrumHR and its customer requests employees to report violations of this policy to the LandrumHR Staffing Operations Manager. LandrumHR or its customer will investigate and respond to all violations of the social media policy and guidelines and other related policies. Violation of the policy may result in disciplinary action up to and including immediate termination. Discipline or termination will be determined based on the nature of the issue and other factors. LandrumHR and its customers reserve the right to take legal action if deemed necessary to protect LandrumHR, employees, clients or any other affiliated individual or group.

## Civic Duties/Responsibilities

### **Jury and Witness Duty**

You may be granted time off, as requested by a Court, to serve as a juror or witness. LandrumHR and your worksite employer will comply with any city, county, state or federal regulations requiring pay by jury duty.

### **Voting**

You are encouraged to vote in local, state and federal elections. In most instances, you can vote before or after working hours.

## Safety/Workers' Compensation

### **A. Safety**

Both your worksite employer and LandrumHR are concerned with your safety. We strive to provide you with a safe and healthy working environment. You shall follow the safety rules, procedures or guidelines established by your worksite employer and LandrumHR.

If driving is required as part of your job description, you must comply with all federal and state driving regulations. Furthermore,28

LandrumHR and your worksite employer require that you employ safe driving skills and wear your seatbelt at all times. Employees using cellular phones while conducting company business are required to pull over to a safe location for the entirety of the phone conversation. **TEXTING AND EMAILING WHILE DRIVING IS PROHIBITED.**

If your job requires you to handle materials that may be hazardous, you must comply with all safety instructions related to that material, including instructions set forth on any applicable Material Safety Data Sheet (MSDS), by the Occupational Safety and Health Act (OSHA) or by any other law, rule or regulation. If you have questions about the proper way to safely complete a job, ask your worksite supervisor. You may also contact Landrum's Risk Management Department regarding any questions or concerns pertaining to safety issues.

## **B. Workers' Compensation Insurance**

With some limited exceptions, all enrolled employees are covered under Landrum's workers' compensation insurance. **If you are injured on the job and the injury is determined to be the result of an accident which occurs in the course of your employment, workers' compensation will provide statutory benefits for medically-related expenses, indemnity and other related expenses.**

## **C. Reporting Injuries**

Employees must report any injury suffered in the workplace while performing a work-related activity to their worksite supervisor immediately. **Employees and worksite employers must report those injuries to Landrum's Risk Management Department as soon as possible, no later than the next business day.** If medical attention is required, LandrumHR is required to immediately report the injury to its workers' compensation carrier. **In the unfortunate event that an accident results in death to one employee or injuries from a single event results in hospitalization of three or more employees, the worksite employer must report this to the Occupational Safety and Health Administration at 1-800-321-6742 within eight hours.** Delays in reporting can result in significant fines:

To facilitate the reporting of an injury, LandrumHR has developed the following procedure:

**During Office Hours (8:00 am - 5:00 pm Central Time Monday through Friday)**

1. NOTIFY YOUR WORKSITE SUPERVISOR IMMEDIATELY
2. Call LandrumHR Companies Risk Management Department. In Pensacola call 476-5100. Out-of-town customers should call (800) 888-0472.
3. Directions will be given as to where the employee should go for medical treatment and drug testing.
4. LandrumHR Claims staff will contact the medical facility, file the necessary forms, and determine the best plan for returning the employee to work, if that is possible.

**After Office Hours (Before 8:00 am/after 5:00 pm Central Time Monday through Friday)**

1. NOTIFY YOUR WORKSITE SUPERVISOR IMMEDIATELY.
2. NOTIFY LANDRUMHR COMPANIES IMMEDIATELY.

In Pensacola call 476-5100. Out-of-town customers should call (800) 888-0472. When operator begins speaking, press **3**.

A LandrumHR Companies Claims representative will contact the employee as soon as possible. LandrumHR will prepare all reporting paperwork for Workers' Comp. If you test positive for drugs or alcohol following an on the job injury, you may be denied workers' compensation coverage and could be subject to disciplinary action up to and including termination. Also, if an accident investigation reveals that you failed to follow safety rules and regulations, your benefits may be reduced or denied.

All workers' compensation claims are carefully reviewed. Suspicious, false or exaggerated claims are referred to the state's Division of Workers' Compensation Fraud for further investigation and possible prosecution. For example, a conviction for workers' compensation fraud under Florida law is punishable by a \$5,000 fine and up to ten years in prison. Penalties vary in each state. **LandrumHR offers up to a \$5,000 reward for information leading to the court-upheld denial of a workers' compensation claim and**

**benefits for any LandrumHR employee who makes a false claim. Several states offer additional rewards--some as high as \$25,000.** To report information about a false or fraudulent claim, contact 850/476-5100 ext.153 or 866/888-0472 ext. 153.

## Work Rules

No organization can function without policies and rules designed to ensure smooth and orderly operations. The following is a partial list of actions prohibited by LandrumHR Staffing and its customers. Violation of work rules may result in disciplinary action up to and including unpaid disciplinary suspension and/or dismissal. It is impossible to compile a complete list of offenses, so **you should use good judgment, responsible conduct and common sense as a guide.** Your worksite employer may have rules in addition to those in this handbook. Violation of any of the policies in this handbook or violations of your worksite employer's policies and procedures may result in the denial of unemployment benefits.

### Prohibited Conduct:

1. Violation of any policy outlined in the LandrumHR Staffing Handbook (including but not limited to Substance Abuse Policy, Workplace Violence Policy, Equal Employment Opportunity, Discrimination and Harassment Policy which includes Sexual Harassment, Electronics Usage Policy, and/or No Solicitation/Distribution/Access Policy) or your worksite employer's handbooks and policies.
2. Unexcused or excessive absenteeism, tardiness or leaving early.
3. Punching or completing any other employee's time card/sheet, falsifying your time card/sheet, or having another employee punch or complete your own time card/sheet.
4. Except as specifically authorized by law, possession or use of knives, firearms (even with a license), ammunition, fireworks, explosives, or other such weapons or materials while on the premises of LandrumHR Staffing, your worksite employer or its customers.

5. Threatening, intimidating, or coercing a fellow employee at LandrumHR Staffing or your worksite employer at any time<sup>31</sup> or for any purpose.
6. Failure to comply with safety rules or regulations.
7. Theft, removal of, or unauthorized possession or use of property belonging to any other employee, LandrumHR Staffing, your worksite employer, worksite employer's customers or employees. This rule includes attempts to remove property, as well as actual removal.
8. Off-duty behavior reflecting poorly upon LandrumHR Staffing, your worksite employer, including but not limited to, criminal acts or indictments, fighting, abuse of alcohol or drugs and/or immoral or indecent conduct.
9. Insubordination, including failure to comply with the instructions or work assignments of worksite supervisors or any member of management.
10. Disrespect for any LandrumHR Staffing employee or your worksite employer.
11. Dishonesty, including but not limited to the falsification (including omissions) of an employment application or any other document provided by or submitted to LandrumHR Staffing or your worksite employer.
12. Loafing or sleeping on the job.
13. Gambling on the premises of LandrumHR Staffing or your worksite employer.
14. Speeding, reckless driving, failure to wear seatbelts, or other traffic or legal violations on the premises of or while performing work for LandrumHR Staffing or your worksite employer.
15. Leaving an assignment or workstation during working time without the permission of your supervisor.
16. Refusing to work overtime when requested by your supervisor.
17. Working overtime without authorization from your supervisor.
18. Posting or removal of notices without permission on any LandrumHR Staffing or client bulletin boards.



19. Destruction or damage to property belonging to LandrumHR Staffing, your worksite employer or its customers.
20. Participating in disorderly conduct, "horseplay", practical jokes or pranks while on the premises of LandrumHR Staffing or your worksite employer.
21. Failure to contact your LandrumHR Specialist (at least one (1 hour) in advance of any absence from scheduled work3 time.
22. Making or inviting personal telephone calls during working hours, except in emergency situations.
23. Smoking in areas not designated as smoking areas.
24. Unreasonable conduct or interfering with the orderly operation of LandrumHR Staffing or your worksite employer or its customers.
25. Failure to follow instructions or rules regarding the wearing of identification badges, Personal Protective Equipment or employee parking requirements.
26. Littering or otherwise creating unsanitary or unsafe conditions on the premises of LandrumHR Staffing or your worksite employer.
27. Entering the premises of LandrumHR Staffing, your worksite employer or its customer when not authorized to do so.
28. Overstaying a leave of absence or vacation.
29. Refusing to take a blood, urine or alcohol test when requested by LandrumHR Staffing or your worksite employer.
30. Divulging confidential information or protected health information.
31. Engaging in conduct or employment that creates a conflict of interest with the business or operations of your worksite employer.
32. Soliciting unauthorized tips, loans or gifts.
33. Failure to timely report an injury, accident, incident or unsafe condition at LandrumHR Staffing or your worksite employer.
34. Failure to follow instructions.
35. Carelessness on the job or unsatisfactory job performance.
36. Failure to follow dress code established by your worksite employer.
37. Violation of state or federal laws.