



New Wave People

HEALTHCARE EMPLOYEE MANUAL

THIS EMPLOYEE MANUAL DOES NOT CREATE A CONTRACT OF EMPLOYMENT BETWEEN YOU AND COMPANY.

YOUR EMPLOYMENT WITH COMPANY IS “AT WILL” MEANING THAT EITHER YOU OR COMPANY MAY TERMINATE YOUR EMPLOYMENT AT ANY TIME WITH OR WITHOUT CAUSE.

THIS EMPLOYMENT MANUAL SUPERSEDES AND REVOKES ANY PREVIOUSLY ISSUED EMPLOYEE MANUAL(S) OR HANDBOOK(S).

NO ONE, OTHER THAN THE COMPANY’S PRESIDENT, HAS THE AUTHORITY TO CREATE A CONTRACT OF EMPLOYMENT BETWEEN YOU AND COMPANY OR TO ALTER AT WILL THE NATURE OF YOUR EMPLOYMENT RELATIONSHIP WITH COMPANY.

TABLE OF CONTENTS

<i>Section Name</i>	<i>Section Number</i>
Cover Page	
Equal Opportunity; Immigration Law	1.0
Equal Opportunity Statement	1.1
Immigration Law Compliance	1.2
Americans with Disabilities Act	1.3
Policies and Rules	2.0
Employment Classifications	2.1
Confidentiality	2.2
Personal Information	2.3
Attendance and Punctuality	2.4
Dress Code & Fingernail Policy	2.5
Work Hours and Overtime Pay	2.6
Lunch Break Policy	2.7
Safety and Accident Rules	2.8
Smoking	2.9
Use of Company Property	2.10
Use of Company Computers, E-mail, and Internet	2.11
Use of Cellular Telephones & Telephone Courtesy	2.12
Substance Abuse: Drugs in the Workplace	2.13
Sexual and Other Unlawful Harassment	2.14
Physical Assault/Workplace Violence	2.14.1
Performance & Salary Reviews; Provisional Period	2.15
Payroll	2.16
Reported Absences	2.17
Benefits and Services	3.0
Holidays	3.1
Vacation	3.2
Sick Leave	3.3
Family Medical Leave	3.3.1
Maternity Leave	3.4
Funeral Leave	3.5
Jury Duty	3.6
Time Off for School Conferences	3.7
Personal Time Off – Brief Periods	3.8
Time Off for Voting	3.9
Military Service	3.10
Health/Life Insurance	3.11
Continuation of Medical Benefits/COBRA Insurance	3.12

Miscellaneous Benefits	3.13
Worker's Compensation	3.14
Retirement Plans	3.15
Separation from Employment	4.0
Layoff & Recall	4.1
Resignation	4.2
Dismissal	4.3
Automatic Dismissal	4.3.1
Exit Interview	4.4
Communication Policy	5.0
Arbitration; Choice of Law	6.0
Acknowledgement Form	Final

(1) Equal Opportunity; Immigration Law

1.1. Equal Opportunity Statement

Company is an equal employment opportunity employer and does not discriminate against employees or job applicants on the basis of race, religion, color, sex, age, national origin, mental or physical disability, veteran or family status, genetic information, or any other status or condition protected by applicable federal, state, or local laws, except where a bona fide occupational qualification applies.

This policy extends to all aspects of the employment relationship, including, but not limited to, recruiting, interviewing, job assignments, training, compensation, benefits, discipline, use of facilities, participation in Company-sponsored activities, termination, and all other terms, conditions, and privileges of employment.

1.2. Immigration Law Compliance

In accordance with the Immigration Reform and Control Act of 1986 (IRCA), Company only employs individuals who are legally authorized to work in the United States. Furthermore, Company does not continue to employ any individual whose legal right to work in the United States has been terminated.

U.S. Citizenship and Immigration Services Form I-9 are used to verify your identity and employment eligibility. You must complete the employee section of Form I-9 and provide the required documentation supporting your identity and employment eligibility before you may begin working.

1.3. Americans with Disabilities Act Compliance

Company adheres to the Americans with Disabilities Act (ADA), as amended, and makes every effort to ensure that qualified individuals with a disability are not discriminated against in any terms, conditions, or privileges of employment. The ADA requires employers to provide a reasonable accommodation to qualified individuals with known disabilities in all aspects of employment, unless the accommodation would cause an undue hardship to the employer.

An exhaustive description of what does and does not constitute a disability is beyond the scope of this manual, but basically an individual with a disability is a person who:

- (1) Has a physical or mental impairment substantially limiting one or more major life activities; or
- (2) Has a record of such impairment; or
- (3) Is regarded as having such an impairment (however, no reasonable accommodation is required in this instance).

A qualified individual is a person with a disability who meets the skill, education, experience, training, and other job-related requirements of a position, and who, with or without a reasonable accommodation, can perform the essential functions of the position. We are committed to providing reasonable accommodations to the known physical or mental limitations of such individuals, so they can perform the essential functions of a job, unless the accommodation would create an undue hardship.

If you need an accommodation under the ADA, you should immediately notify Company.

(2)Policies and Rules

2.1 Employment – Classification

As an employee of Company, you are an “employee at will”. This means that either you or Company may choose to terminate the employment relationship at any time, with or without cause, and with or without advance notice. We request that whenever possible, as a courtesy, you provide two weeks’ advance notice of your intention to quit, so that we may plan accordingly.

Any information outlined in this Manual or in any other Company document, except a written employment contract executed by the parties thereto (in which case, how and when a termination or resignation may occur will be controlled by the terms of such employment contract), does not modify the employment at will policy and should not be interpreted to mean that termination will occur only for “just cause”. This Manual does not create an express or implied contract of employment for a definite and specific period of time between you and Company, or otherwise create express or implied legally enforceable contractual obligations on the part of Company concerning any terms, conditions, or privileges of employment. Except for an employment contract, any documents or statements, written or oral, prior, current, or future that conflict with the employment at will policy are void.

Regular Full-Time is an employee who has no termination date and who is regularly scheduled to work (forty) 40 or more hours per week. Regular full-time employees may be either non-exempt (hourly) or exempt (salaried) employees.

Regular Part-Time is an employee whose position has no termination date and who is scheduled to work (ten) 10 or more hours, but less than (forty) 40 hours per week, or less than six consecutive months.

Temporary Employee - Class One, is an employee who is hired for a certain length of time and who is paid only for their hours worked. A temporary employee will not receive any benefits or holiday or vacation pay.

Temporary Employee - Class Two, is an employee who is hired for a certain length of time and who is paid only for their hours worked and may receive benefits or holiday or vacation pay.

Provisional Employee is an employee who has not yet completed the ninety (90) day provisional period after first being hired, as detailed in Section 4.16 of this Employee Manual. At-will employment remains at-will upon the completion of the provisional period.

Exempt Employee is generally an employee who is an executive, professional, administrator, outside salesperson, or manager. Exempt employees are generally paid a salary, without overtime.

Nonexempt Employee is an employee who does not qualify for exempt status, and is generally paid on an hourly basis, including overtime.

Any concerns about your employee classification should be addressed to your supervisor.

2.2 Confidentiality

As the result of your employment at Company, you will acquire and have access to confidential information belonging to Company/Client of special and unique value. This includes such matters as Company’s/Clients personnel information, suppliers, procedures, cost of merchandise, sales data, price lists, financial information,

records, business plans, prospect names, business opportunities, confidential reports, customer lists and contracts, as well as any other information specific to Company/Client.

As a condition of employment, you must and hereby do agree that all such information is the exclusive property of the Company/Client, and you will not at any time disclose to anyone, except in the responsible exercise of your job, any such information whether or not it has been designated specifically as “confidential”. Signing a separate confidentiality agreement further clarifying this policy at Company’s request is also a condition of your continued employment with Company. In the event of any conflict between the confidentiality policies in this employee manual and in a separate written confidentiality, proprietary information, or employee loyalty agreement, the terms of any such agreement(s) shall control during its term.

If you are ever unsure of your obligations under this policy, it is your responsibility to consult with your supervisor for clarification.

2.3 Personal Information

It is important that the personnel records of Company be accurate at all times. In order to avoid problems with your benefit eligibility, tax liability, or our ability to communicate with you regarding shift changes and the like, Company requires that you promptly notify your supervisor or human resources representative of any change in your name, home address, telephone number, number of dependents, or any other information pertinent to your employment with Company.

2.4 Attendance and Punctuality

Company believes that a good record of attendance and punctuality is an essential component of good work performance. You are expected to be at your workstation, dressed appropriately and ready to work, by your scheduled start time. If, for any reason, you are unable to report for work on time, or unable to remain at work until the end of your shift or normal work day, you must notify your supervisor directly before your regular starting time.

All time off must be requested in advance and should be submitted in writing as outlined in the appropriate categories, except for sick leave. (See Sick Leave and other categories for specific details outlined below.) Excessive absences may result in disciplinary action, up to and including termination.

All notifications of absences must be in writing in a letter or on a Company-provided form, or by telephone to your supervisor, as designated from time to time. No employee may call in sick by email or text message.

2.5 Dress Code/Fingernail Policy

As an employee of a Company, you must maintain a clean, neat appearance when reasonably possible. Your attire should be consistent with the type of work you are performing and with safety considerations. Any required uniform and/or safety equipment will be provided to you at Company expense.

Management, sales personnel, and those employees who come in contact with the public, are expected to dress in accepted business tradition that reflects the image Company/Client seeks to project. Good personal grooming and hygiene are also essential and should contribute to a professional appearance.

Dress code policy must be followed at all times while on hospital premises. The New Wave People, Inc. dress code includes but is not limited to the following:

- Clothing must be clean, neat, and allow for quick, efficient movement as necessary in the performance of

job duties, including emergencies. Professional healthcare attire is acceptable.

- Unacceptable attire includes but is not limited to:
 - Bare midriffs
 - Low cut, tank, tube or sleeveless tops
 - Transparent, provocative, excessively form fitting or revealing clothing
 - Mini skirts
 - Sweat (warm-up) shirts or pants
 - Clothing with printed messages, caricatures or pictorial representations (e.g., university logos, beverage cans, and cartoon characters) applications that have the potential of falling off (e.g. sequins, glitter) shorts. Note: Exception business attire that is identified by small logo (e.g. Polo insignia).
 - Denim jeans (any color).
 - Spandex tights or leggings.
 - Fishnet stockings.
 - Hats (other than nursing caps).

Note: Exceptions to these rules may be made with the written approval of the manager when the job expectations demand different attire.

- Jewelry is to be kept at a minimum and be in keeping with the general safety and infection control practices for the employee and the patient. Long dangling earrings, large or excessive necklaces and/or bracelets and sharp rings are not acceptable.
- Fingernails must be kept short, clean and natural; no artificial applications are to be worn.
- Hair must be neat and well-groomed.
- Shoes must be clean, in good repair, provide good support and protection and allow for quick and efficient movement as necessary in the performance of job duties, including emergencies. Heels should not be more than two-and-a-half inches high. Open-toed and open-back shoes are not permitted. Socks or stockings must be worn at all times.

2.6 Work Hours and Overtime Pay

Nonexempt (Hourly) Employees:

The normal work day is eight (8) hours, and forty (40) hours represents a normal work week, commencing 12:01 AM Monday and ending on midnight on the following Sunday. While you are generally expected to work the number of hours stated above, Company does not guarantee that you will actually work that many hours in any given day or week.

For hourly employees, overtime work is only performed when approved in advance by your supervisor. You are expected to work necessary overtime when requested to do so, and you will receive time and one-half regular pay for time worked exceeding forty (40) hours in any given work week.

When computing total hours worked in a work week for purposes of calculating overtime pay, only hours actually worked are counted. Time off from work, such as holidays, jury duty, and reporting time pay is not counted as hours worked even if you are paid for such time off.

Exempt (Salaried) Employees:

The normal work day is eight (8) hours, and forty (40) hours represents a normal work week, commencing 12:01 AM Monday and ending on midnight on the following Sunday. While you are generally expected to work the number of hours stated above, Company does not guarantee that you will actually be able to perform all of your work duties in this amount of time. You are expected to put in the amount of time over 40 hours per

week necessary to complete your job duties and occasionally, substantial extra work may be required. If you are overburdened with work and unable to complete your assignments with a moderate amount of additional work each week, please speak to your supervisor; however, with more responsibility and increased pay, usually comes a greater work load and more time spent working.

Exempt employees are not paid overtime for hours worked above 40 hours per week; some amount of expected work over 40 hours per week is built into your compensation package as a salaried employee.

2.7 Lunch Break Policy

New Wave People, Inc. Employee agrees to clock in and out for a minimum of thirty (30) minutes and up to a maximum of one (1) hour for meal periods, unless otherwise specified by facility policy. If the facility requests New Wave People, Inc. employee to work their lunch period due to patient care and safety, New Wave People, Inc. Employee agrees to obtain a supervisor signature from a Client Manager for each applicable shift and to have the supervisor sign off their approval on the sign-in sheet in the nursing office.

2.8 Safety and Accident Rules

Safety is a priority at Company. Company strives to provide a clean, hazard-free, and safe environment in accordance with the Occupational Safety and Health Act of 1970.

As an employee, you are expected to take part in maintaining this environment. You should observe all posted safety rules; adhere to all safety instructions provided by your supervisor, and use safety equipment when required. It is your responsibility to learn the location of all safety and emergency equipment, as well as the safety and/or emergency phone numbers.

You may be required to purchase and maintain some of your own safety equipment. Any problems with Company/Client-provided safety equipment should be reported to your immediate supervisor. If it is not safe to work for any reason, report the problem to your supervisor immediately.

All work-related accidents are covered by Worker's Compensation Insurance pursuant to the laws of the state(s) in which we operate.

2.9 Smoking

Our goal is to provide a healthy and pleasant work environment for all employees. Company prohibits any form of tobacco use on Company premises.

2.10 Use of Company/Client Property

The Company/Client will provide you with the necessary equipment to do your job. None of this equipment should be used for personal use, nor should any equipment be removed from the work premises unless approved by your supervisor.

Any items or packages taken out of the work place are subject to inspection at any time. Likewise, any personal desk, filing cabinet, locker, or storage space provided to you is also subject to inspection at any time.

Personal telephone calls, text messages, and Internet surfing are not to be made or sent using Company/Client phones or on Company/Client time, unless authorized by your supervisor. Any authorized personal calls should be kept to a minimum and made at a time that does not interfere with your or your co-workers' job performance. Please see the Use of Cellular Telephones policy below.

Use of Company/Client stationery, office supplies, or postage for personal use is strictly prohibited.

Company/Client premises, telephones, and email are not to be used for employees or others to engage in the practice of soliciting collections or donations; selling raffles, goods, or services; operating betting pools; or solicitations of any kind.

Use of radios, audio headsets, and televisions, Company/Client-owned or otherwise, is at the discretion of the supervisors only, and – if allowed – must be used in a manner that does not interfere with the safety of the work place or with the ability of others to perform their work.

2.11 Use of Company/Client Computers, E-mail, and Internet

Employee use of Company/Client computers, printers, peripherals, and electronic equipment is for job-related or approved activities only. Inappropriate use of Company/Client computers, which may be defined from time to time at the discretion of Company/Client, may subject you to discipline, up to and including termination.

Inappropriate use includes, but is not limited, to the following:

- A. Use of Company/Client computers to send or receive messages, pictures, or computer files which are illegal, pornographic, sexist, racist, harassing, or discriminatory. If you receive such material, you should notify your supervisor immediately.
- B. Loading software that is not approved in advance by management.
- C. Making illegal copies of licensed software.
- D. Using software that would provide unauthorized access to Company/Clients computers or would disrupt our equipment in any way.
- E. Using Company/Client computers, printers, or email for personal and/or non-Company/Client related use, including shopping, blogging, and social media, unless authorized by your immediate supervisor.
- F. Sending or posting Company/Client confidential information, whether anonymously or otherwise, by email, text, instant message, or posting to any Web site, blog, or social media site.

Employees may be disciplined or terminated for inappropriate use of the Internet, email, text messages, instant messaging, blog posts, Web sites, or social networking Web sites where such use does not involve company computers, systems, or property. You should not assume any inappropriate email or text message sent or posted to a Web site, blog, or social networking Web site is private; such communications may eventually come to company's attention and result in discipline up to and including termination.

Any message or file created or sent using any Company/Client computer or other electronic device is the property of Company/Client. You should have no expectation of privacy or confidentiality in any message or file that is created, stored, or sent using the computers or other communication equipment belonging to Company/Client, and Company reserves the unilateral right to review, monitor, access, audit, intercept, copy, print, read, disclose, modify, retrieve, and delete any work you do on a Company computer, including email.

If provided, your Company/Client email account is strictly for business communication only and is not for personal use. Except as authorized by your supervisor in the course of your work duties, you are not authorized to access the computer(s), email account(s), or files of any other Company employee.

If provided, Internet access is likewise strictly for business purposes only and is not for personal use. Company/Client reserves the unilateral right to review, monitor, access, audit, intercept, and disclose an employee's use of the Internet at any time, with or without notice, and with or without an employee's permission. You should have no expectation of privacy or confidentiality with respect to any use of the Internet at work.

You must take reasonable precautions against receiving or spreading computer viruses, as well as against wasting computer resources, including computer time, email server, and Internet access bandwidth. Even with these precautions, the Internet contains millions of pages, and Company/Client cannot be responsible for sexually explicit, offensive, or otherwise unpleasant information or images which you may come across in accessing the Internet for business purposes.

2.12 Use of Cellular Telephones and Telephone Courtesy

Employee use of Company/Client cellular telephones is for job-related or approved activities only. Inappropriate use of Company/Client cellular telephones, which may be defined from time to time at the discretion of Company/Client, may subject you to discipline, up to and including termination.

Likewise, use of your personal cellular telephone during work hours or on company premises is subject to restrictions and may subject you to discipline, up to and including termination. These policies apply to any communications device that makes, sends, or receives phone calls, emails, text messages, instant messages, photographs, and/or graphics, or has the capacity to browse the Internet.

Cellular telephones and similar electronic communication devices are a distraction while working for our Company/Client. Telephone calls during regular work hours may interfere with employee efficiency and safety while performing your job. And they also can be a distraction to other employees around you. Employees are therefore directed to make personal calls during approved breaks and meal periods. During regular work hours all cellular phones and similar electronic communication devices must be turned off.

Exceptions:

This policy does not apply to cellular telephones supplied by our Company/Client that are used exclusively for Company/Client business. However, when using the telephone for Company/Client business, please be mindful of other employees around you and attempt to minimize distractions for them and interference with their job duties.

This policy does not apply when there is an emergency that requires that you be accessible by phone, such as a medical emergency. If you are in doubt as to what constitutes an emergency for this purpose, please consult your supervisor before turning on your cellular telephone at work.

Telephone Courtesy guidelines include but are not limited to:

- Answering the phone, preferably by the third ring
- Identify yourself by giving your department and name.
- Identify the caller and what they are requesting
- When leaving the line, before placing the caller on hold, ask the caller if he/she can hold the line and wait for the caller's response
- When returning to the line, thank the caller for waiting
- When you give the call to another person, inform them both that they have a call and who the caller is.
- Try not to leave the caller holding for more than thirty (30) seconds. If you have to handle several calls at the same time or are unable to find the requested information or person quickly, ask if the caller would prefer to wait or to be called back.
- If the person receiving the call is not available, advise the caller of this and offer the options of speaking with someone else or leaving a message
- After taking a message, repeat the message to the caller to confirm that you have taken it down correctly and thank the caller.

- When transferring a call, let the caller know that you are transferring the call and why. Also, identify the extension to which you are transferring in case the caller is inadvertently disconnected.
- Allow your voice to reflect courtesy and a smile. What and how you say what you say makes a difference.
- Employees are to seek guidance from their manager when there are questions, concerns or problems with these rules or any other part of their employment.

Any violations of the Code of Conduct will be investigated and may result in Disciplinary action up to and including termination, per New Wave People, Inc. Policy and Procedures.

2.13 Substance Abuse: Drugs in the Workplace

New Wave People, Inc. believes that maintaining a workplace that is free from the effects of drug and alcohol abuse is the responsibility of all persons involved in our business, including New Wave People, Inc. employees and clients.

The use, possession, sale or transfer of illegal drugs or alcohol on company property, in company vehicles, or while engaged in company activity is strictly forbidden. Also, being under the influence of drugs or alcohol, while on company property, in company vehicles, or while engaged in company activities is strictly forbidden. A violation of this policy will result in disciplinary action up to and including termination. Depending upon the circumstances, other action, including notification of appropriate law enforcement agencies, may be taken against any violator of this policy. In accordance with the Drug-Free Work-Place Act of 1989, as a condition of employment, patient care providers must comply with this policy and notify management within five (5) days of conviction for any use of, or distribution of a controlled substance. Failure to do so will result in immediate termination of employment pending the outcome of any legal investigation and conviction.

For the protection of our employees, the public and to insure an environment as free from the influence of illegal drugs as is reasonably and practically possible, the company requires a pre-employment drug screen, annual drug employment screen and reserves the option to conduct a “for cause” drug screen for the presence of illegal drugs under certain conditions. Consent to the testing program will be a condition of further employment of each and every employee. If any director, manager, supervisor or other company officer or client representative has any suspicion that an employee under his or her supervision may be affected by or under the influence of illegal drugs, the employee under suspicion will be asked to undergo a laboratory test to determine the presence of illegal drugs. Refusal to take the test will subject the employee to immediate termination. Additionally, consistent with the law, drug and alcohol screening tests will be given after accidents or near misses, or upon reasonable suspicion of alcohol or drug use, when a client requires pre-assignment testing, or upon any other circumstances which warrant a test.

2.14 Sexual and Other Unlawful Harassment

New Wave People, Inc. is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated.

Sexual Harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples.

- Unwanted sexual advances—verbal and/or non-verbal.
- Offering employment benefits in exchange for sexual favors
- Making or threatening reprisals after a negative response to sexual advances.

- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, e-mails or invitations.
- Physical conduct that includes touching, assaulting or impeding or blocking movements.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to such conduct is made either explicitly or implicitly as term or condition of employment;
- Submission or rejection of the conduct is used as a basis for making employment decisions, or
- The conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

Upon experiencing or witnessing sexual or other unlawful harassment in the workplace, report it immediately to your supervisor. If the supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact the New Wave People, Inc. Corporate Office or any other member of management. You can raise concerns and make reports without fear of reprisal or retaliation. All allegations of sexual harassment will be quickly and discreetly investigated. To the greatest extent possible, the alleged victim's confidentiality, that of any witnesses, and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, the alleged victim will be informed of the outcome of the investigation.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise the President or any member of management, so the allegation can be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

2.14.1 Physical Assault/Workplace Violence

New Wave People, Inc. is committed to providing a safe and secure workplace and an environment free from physical violence, threats and intimidation. Employees are expected to report to work to perform their jobs in a nonviolent manner. Conduct and behaviors of physical violence, threats or intimidation by an employee may result in disciplinary action up to and including discharge and/or other appropriate action.

New Wave People, Inc. will not permit employment-based retaliation against anyone who, in good faith, brings a complaint of workplace violence or who speaks as a witness in the investigation of a complaint of workplace violence.

Definitions

Workplace violence is any physical assault, threatening behavior or verbally abusive remark that is made in the workplace and/or effect the workplace behavior of an employee, which includes but is not limited to:

1. Verbal Abuse: Any verbal expression issued with the intent of creating fear or intimidation in another individual, or group of individuals, or verbal remarks or comments expressed in a loud, harsh or threatening tone of voice or in a joking manner within the workplace.
2. Physical Abuse: Any intentional movement of the body, which may include touching, gestures, pushing, striking, stalking or any unwanted intrusion of "reasonable space" of an employee. Any intentional use of any object toward an individual.
3. Creating a Hostile Work Environment: Any intentional nonphysical action that can be considered intimidating

or harassing with the intent of creating an environment that has the purpose or effect of unreasonably interfering with an individual's performance of where behaviors create a hostile or threatening environment.

Responsibilities

1. Management: Management will foster an environment that is safe and free from workplace violence and will take action immediately to reduce the effects of workplace violence and/or verbal or physical abuse.
2. Employee: Employees will conduct themselves in such a way to reduce the possibility of any conflicts or acts that would create a violent, abusive or unsafe workplace environment for themselves or others. Employees will notify management of workplace violence incidents, which have occurred on or off-site that has the potential of impacting the work environment. Employees will remove him/herself from any situation that may result in workplace violence. This means that if confronted with a potential situation involving workplace violence, an employee must make a serious attempt to retreat from the situation and report to management.

2.15 Performance and Salary Reviews; Provisional Period

Each new or promoted employee will be given an oral or written job description that details the requirements and expectations of the new position. Performance reviews will normally be conducted every twelve (12) months from the date you were hired with the exception of the three (3) month review at the end of your provisional period.

Employee reviews are based on job description and work performance. Wage increases will be based upon reviewing these results as well as the following: Dependability, cooperation, attitude, and any disciplinary actions that have been taken. Your supervisor will review and discuss with you your hourly wage or salary and your job position and expectations during your review.

During the ninety (90) day provisional period upon first being hired by Company, you understand that you will not be considered a regular employee until you have satisfactorily completed this required provisional period of employment, as determined by Company management. The purpose of the provisional period of employment is to determine your job satisfaction and to allow Company to evaluate your job performance.

During said provisional period, you may or may not be eligible for some of the benefits offered by Company to regular employees. The end of the provisional period does not change your employment at will status.

2.16 Payroll

Nonexempt Employees:

You will be paid for your work on the regularly-scheduled bi-weekly basis following the second week in which the work was performed.

Exempt Employees:

You will be paid for your work on the regularly-scheduled bi-weekly basis following the second week in which the work was performed.

All Employees:

Paychecks may be direct deposited, mailed or picked up from the Company during normal business hours. In the event that a regularly scheduled payday falls on a weekend or holiday, you will receive your pay on the next business day. If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his or her return from vacation or will be mailed to the home address on file with Company. Direct deposit of paychecks may also be available; inquire with your supervisor or human resources representative.

If there is an error in your paycheck, notify your supervisor or human resources representative immediately. Every effort will be made to remedy the discrepancy as quickly as possible. If your pay check is lost or stolen, notify your supervisor or human resources contact immediately. A new paycheck will be issued after payment has been stopped on the original check. Company will not be obligated to indemnify an employee for any monetary loss suffered as a result of a lost paycheck if we are unable to stop payment on the original check.

Company will deduct Federal Social Security and Income Tax and all other legally required deductions from your payroll check each pay period. Group Insurance premiums (if applicable) will also be deducted from your payroll check each pay period.

2.17 Reporting Absences

New Wave People, Inc. Employee agrees to notify Client of any unscheduled absence at least two (2) hours prior to beginning a shift and to notify New Wave People, Inc. within twenty-four (24) hours to report the unscheduled absence.

In all instances specified in Sections 3.0 through 3.10, as described below, all leave requests and approvals should be made in writing whenever possible using our "Time Off Request" form.

After three (3) days of unauthorized absence, and if it receives no acceptable explanation, the Company may assume that you have resigned.

(3) Benefits and Services

Except where required by applicable state or federal law, the benefits provided to employees by Company are subject to change at any time. Please communicate with your supervisor or human resources representative if you have any questions concerning the benefits available to you as an employee of Company.

3.1. Holidays

See your Employment Assignment Addendum Exhibit-A for allotted Holidays.

3.2. Vacation

See your Employment Assignment Addendum Exhibit-A for allotted Vacation.

3.3. Sick Leave

See your Employment Assignment Addendum Exhibit-A for allotted Sick Leave.

Company permits use of available sick days for absence due to the birth or adoption of a child to an employee.

Industrial accidents and illness are covered by Worker's Compensation Insurance pursuant to the requirements of the laws in the state(s) in which Company operates. The sick leave policy outlined above does not apply to those illnesses or injuries that are covered by a worker's compensation policy.

3.3.1 Family Medical Leave

Company has a Family and Medical Leave policy that is in compliance with The Family and Medical Leave Act of 1993 (FMLA) that provides for an unpaid leave of absence. Eligible employees must be employed by Company at least twelve (12) months and have worked at least 1250 hours during the twelve-month period prior to be eligible for FMLA leave.

Company locations with less than fifty (50) employees within a seventy-five mile radius are not covered under

this leave policy or the FMLA. Forms for leave requests are available from your company representative.

Under this leave policy a total of up to twelve (12) weeks of unpaid leave of absence is available to eligible employees under the following circumstances:

- A. The birth of a child, but only within the first twelve months of the birth.
- B. The placement of a child for adoption or other legal placement, within the first twelve months of the adoption or placement.
- C. The need to care for a child, spouse, dependent, or parent who has a serious medical condition.
- D. A serious health condition of the employee that makes the employee unable to perform the functions of his/her position.
- E. An employee's spouse, child, or parent who is a covered service member is on active duty or call-to-active-duty status for one or more qualifying exigencies, including short-notice deployment, military events and related activities, certain childcare and related activities, financial and legal arrangements, counseling, rest and recuperation, post deployment activities, and any other event that the Company and employee agree constitute a qualifying exigency. A covered service member is a current member of the U.S. Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating. This leave may be taken in a single twelve (12)-month period only, and begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12-month period established by the Company for other types of FMLA leave. An eligible employee is limited to a combined total of twenty-six (26) workweeks of leave for any FMLA-qualifying reason during the single 12-month period. (Only 12 of the 26 weeks total may be for a FMLA-qualifying reason other than to care for a covered service member.)
- F. In order to care for an employee's spouse, child, parent, or next of kin who is a covered service member with a serious illness or injury (in which case the leave may be up to a combined twenty-six [26] workweeks long in single twelve (12)-month period, and begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12-month period established by the Company for other types of FMLA leave). Spouses employed by the Company are limited to a combined total of twenty-six (26) workweeks in the single 12-month period if the leave is to care for a covered service member with a serious injury or illness, and for the birth and care of a newborn child, for placement of a child for adoption or foster care, or to care for a parent who has a serious health condition.

During the unpaid leave, employees retain the same medical and dental coverage and must still contribute the same amount toward medical benefits as he/she paid before the leave began (See benefits exception below). Upon return to Company at the end of the leave, the employee will be restored to his/her former position with the same rights, benefits, pay and other terms and conditions which existed prior to the leave; or to an equivalent position with equivalent rights, benefits, pay, and other terms and conditions of employment.

If the employee decides not to return to work from unpaid leave, he/she will remain on leave for the balance of the leave period and then be terminated. The birth parent may choose to use the unpaid twelve-week leave or to utilize the six-week unpaid maternity leave but cannot use both.

Employees requesting leave for their own serious health condition or a family member's serious health condition may be required to provide medical certification thirty (30) days in advance of the request for leave when possible.

Benefits based on an accrual basis (e.g. vacation, sick leave, holidays, etc.) will not accrue during unpaid leave under this policy. Any group health insurance provided will continue as long as the employee continues to pay their portion of the insurance. An employee on leave for his or her own serious health condition will be required to provide certification from their physician that they are able to return to work and perform the job duties to which they are returning.

3.4 Maternity Leave

Company employees who work a minimum of twenty (20) hours per week and have been employed by Company continuously for twelve (12) months are allowed up to six (6) weeks of unpaid leave after they have given birth to or in conjunction with the adoption of a child. Additional time may be allowed under unusual circumstances and with the permission of your supervisor.

3.5 Funeral Leave

Company allows three (3) days off each year without pay for a death in your immediate family. Immediate family is defined as parents, spouse, children, brothers, sisters, mother-in-law, father-in-law, grandparents, and grandchildren. For unusual circumstances you may request up to two (2) additional days; however, these additional days must be approved by your supervisor in advance.

Funeral leave for the death of anyone other than an immediate family member will require prior approval from your immediate supervisor. Funeral leave for such a death is limited to two (2) days per year.

3.6 Jury Duty

Company will provide time off work for any employee who has been assigned jury duty or appearing in court as a witness pursuant to a subpoena or court order.

For non-exempt (hourly) employees, time off for jury duty or to serve as a witness shall be unpaid, except to the minimum extent required by applicable state law.

Exempt (salaried) employees shall receive their usual salary for any week during which they are away from work to perform jury duty or serve as a witness in a trial for less than the entire week, less the amount paid for such service, if any, which shall be deducted from the usual salary (and the employee shall cooperate to provide the Company with information relating to the amount paid for jury or witness duty). Any week during which an exempt employee is away from work the entire week shall be unpaid, except to the minimum extent required by applicable state law.

All employees may choose to use their vacation time if they wish to be paid for otherwise unpaid time away from work while performing jury or witness duty and they have accrued vacation time to use. In all cases, employees will retain any other benefits you had prior to this time, if any. Employees must provide their immediate supervisor with a copy of the jury summons or other court order as soon as possible after it is received.

3.7 Time Off for School Conferences

Unpaid time off, up to a maximum of sixteen hours (16) hours each year is available to all employees for attending school conferences and activities, and preschool activities which cannot be scheduled during non-working hours. When leave cannot be scheduled during non-working hours and the need for the leave is foreseeable, you must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly Company's operations.

3.8 Personal Time Off – Brief Periods

There may be an occasion when you need a short period of unpaid time (less than two hours) during your regular work schedule to attend to personal matters, such as closing on a home loan, obtaining transportation after an auto accident, coping with a family emergency, etc. The decision to grant any personal time off is at the discretion of Company management and must be requested prior to taking the time off.

3.9 Time Off for Voting

You will be allowed a reasonable period of time to vote in case you are unable to vote before or after your regular working hours or if your work hours make it difficult or impossible to vote otherwise.

3.10 Military Service

Company will allow time off work without pay for employees in the National Guard or Military Reserves who take approved leave for training purposes.

Non-exempt (hourly) employees shall not receive pay for this leave, except to the minimum extent required by applicable state law.

Exempt (salaried) employees shall receive their usual salary for any week during which they are away from work for temporary military duty for less than the entire week, less the amount paid for such service, if any, which shall be deducted from the usual salary (and the employee shall cooperate to provide the Company with information relating to the amount paid for the temporary military service). Any week during which an exempt employee is away from work the entire week shall be unpaid, except to the minimum extent required by applicable state law.

All employees may choose to use their vacation time if they wish to be paid for otherwise unpaid time away from work while performing military service. In all cases, employees will retain any other benefits you had prior to this time, if any. Employees must provide their immediate supervisor with a copy of their deployment orders as soon as possible after they are received.

3.11 Health/Life Insurance

Company makes health and/or life insurance available to eligible employees and their eligible family members.

Unless otherwise provided in a written employment agreement, eligible employees are all employees who have completed ninety (90) calendar days of employment. Please contact a company representative for more information and details on any health or life insurance plans that are being offered.

3.12 Continuation of Medical Benefits/COBRA Insurance

The Federal Consolidated Budget Reconciliation Act (COBRA) is the legislation that provides employees and their covered dependents the right to continue their group health care coverage after a qualifying event. COBRA legislation applies to employers with twenty (20) or more employees and this section shall apply when the Company meets or exceeds this threshold.

Upon termination from Company for any reason other than gross misconduct, an employee has the right to continue group medical coverage at group rates as long as the employee pays the required monthly premium.

COBRA gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Company's health plan when a "qualifying event" would normally result in the loss of eligibility.

Under COBRA, you will usually pay the full cost of coverage at group rates plus an administration fee. Company will provide you with a written notice describing rights granted under COBRA when you become eligible for coverage under Company's health insurance plan.

3.13 Miscellaneous Benefits

At the discretion of Company management and upon approval by the President, you may be entitled to receive specific employee discounts on products or services provided by Company. After a continuous one year of employment with Company, and with the written approval from the President, you may be entitled to one or more of the following benefits: long-term disability insurance, use of a company vehicle, education and training programs, paid parking, or other benefits.

3.14 Worker's Compensation

Company is committed to meeting its obligations under applicable workers' compensation acts which provide medical, rehabilitation, and wage-replacement benefits to individuals who sustain work-related injuries or illnesses while working. All work-related accidents, injuries, and illnesses must be reported immediately. The failure to promptly report an accident, injury, or illness may result in the loss of coverage under workers' compensation insurance.

3.15 Retirement Plans

Under the Employee Retirement Income Security Act of 1974 (ERISA), employees may have the opportunity to participate in a retirement or other savings plan that allows employees to save for their retirement.

Contact human resources for information and details on any retirement or other savings plans that are being offered and to determine your eligibility.

(4) Separation from Employment

4.1 Layoff and Recall

There may be occasions when it becomes necessary for management to reduce staff at Company, due to certain business conditions or for other reasons. On such occasions, Company will make decisions on the basis of our business needs related to employee job functions and their performance. Your supervisor or other company official will speak to you personally about your employment status as needed.

4.2 Resignation - Termination of Employment by the Employee

You, as an at-will employee, may choose to end your employment with Company at any time, with or without good cause.

You are requested to submit a notice of resignation in writing to your supervisor at least two (2) weeks prior to the date you intend your resignation to take effect, to assist Company in planning for your departure.

4.3 Dismissal - Termination of Employment by the Employer

As an at-will employee, Company is entitled to terminate your employment at any time and for any reason or for no reason at all, regardless of your work performance or compliance with the rules set forth in this Manual.

4.3.1 Automatic Dismissal

The commission of any offense considered serious enough by Company's management, without limitation to those outlined below, will, except in extraordinary circumstances in the sole discretion of Company management, be followed by the immediate dismissal of that employee:

- A. Making false statements or omitting pertinent facts on an employment application or in an employment interview;
- B. Threatening, assaulting, fighting with, or harassing another employee or anyone else encountered during the course of business;
- C. Stealing or deliberately damaging the Company/Client or other employees' property;
- D. Disclosing or selling Company/Client confidential information or trade secrets;
- E. Possessing a weapon at work;
- F. Reporting to work under the influence of alcohol, narcotics, or other drugs, unless the drug was prescribed for the employee by a physician;
- G. Falsifying or destroying company documents or computer files;
- H. Conviction of a felony offense and/or imprisonment;
- I. Taking unauthorized leave or failing to show up at work for more than three (3) consecutive days without notifying a supervisor; and
- J. In the case of commercial drivers: Transporting unauthorized passengers in company vehicles.
- K. In the case of salespersons: Salespersons who make false claims about the product or sell unauthorized products on company time.

Civil and/or criminal penalties may also apply.

4.4 Exit Interview

Any employee who terminates his or her employment or is terminated by Company shall return all files of any kind, keys, tools, and any other materials whatsoever that are the property of Company/Client.

Unless otherwise prohibited by applicable state or federal law, final settlement of your pay will not be made until all property owned by Company/Client is returned in satisfactory condition. The cost of replacing any items not returned will be deducted from your final paycheck, or, if this is not possible, due to legal restrictions or otherwise, legal action may be taken to recover any property or monies due Company/Client.

(5) Communication Policy

Any questions with respect to any of the provisions of this Employee Manual should be addressed to your immediate supervisor or Company human resources representative.

You are entitled to express your point of view on work-related matters in a constructive manner, as well as to make any productive suggestions in any of the communication avenues available within Company.

(6) Arbitration; Choice of Law

Except as specified in the paragraph below, any controversy or claim arising out of or relating to the employment relationship created between the employer (Company) and employee (you), including all topics covered in this Employee Manual, and the interpretation of this Manual, or any alleged breach of it, shall be settled by arbitration in accordance with the Employment Arbitration Rules of the American Arbitration Association, with such arbitration to take place in the County of Monmouth, State of New Jersey with an agreed upon arbitrator. If the parties cannot agree on an arbitrator, a court of competent jurisdiction shall appoint an arbitrator at the request of either Party. In the case of an arbitration where the claimant or respondent is seeking an injunction, damages exceeding \$1 million, or a class-wide arbitration, the arbitration shall be conducted by a panel of three arbitrators. The parties shall initially bear the cost of arbitration equally to the extent permitted by applicable law and otherwise, as dictated by applicable law or arbitration rules. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The determination of the arbitrator in such proceeding shall be final, binding, and non-appealable.

This arbitration policy is not intended to be used when you seek unemployment insurance following your departure from the Company, file a workers' compensation claim, or file charges with the Equal Employment Opportunity Commission, National Labor Relations Board, or any similar state agency, board, commission, or department.

Except as otherwise prohibited by applicable law, the prevailing party in any legal action or proceeding shall be entitled to reimbursement of its reasonable attorneys' fees and costs, as well as interest at the statutory rate.

This Manual shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of New Jersey and of the United States of America.

We have supplied a separate copy of the Acknowledgement Form below. Please be sure to sign, date, and return this form by email to Recruiting email recruiting@nwpusa.com or **Recruiting Fax - (732) 810-0431**.