



## Employee Handbook 2020

### Introduction

Welcome to Professional Business Solutions, Inc. ("PBSI"). Since you have been offered employment by one of our client partners, you are also an employee of PBSI through a joint employer relationship.

Your employment relationship with PBSI is primarily an administrative one; PBSI processes your paycheck and handles the administration of benefits, unemployment, and workers compensation. In addition, PBSI acts as an off-site Human Resources department, and representatives are available to discuss any employment questions and concerns. Our client partner, (hereinafter "your supervisory employer"), will control, supervise, and direct all aspects of daily employment.

This handbook is intended to provide a general overview of policies and procedures that may affect your employment with both PBSI and your supervisory employer (hereinafter "your employers"). This policy handbook is separate from and in addition to any policy handbook you receive from your supervisory employer. If you have questions or concerns regarding any aspect of your employment, please do not hesitate to discuss the matter with either PBSI or your supervisory employer.

### At-Will Employment

Your employment with your employers is at-will. This means that neither you nor either employer has entered into a contract regarding the duration of your employment. You are free to terminate your employment with your employers at any time, with or without reason. Likewise, your employers have the right to terminate your employment, at any time, with or without reason, at their discretion. No employee may enter into an employment contract for a specified period of time, or make any agreement contrary to this policy without written approval from your supervisory employer and the president of PBSI.

### Equal Employment Opportunity

PBSI and your supervisory employer are equal employment opportunity employers. Employment decisions are based on merit and business needs, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, or any other factor protected by law. If you feel that there has been any type of discriminatory practice in your workplace, please bring it to the attention of PBSI immediately.

### Anti-Harassment/Anti-Discrimination

PBSI and your supervisory employer intend to provide a work environment that is pleasant, professional, and free from intimidation, hostility or other offenses which might interfere with work performance. Harassment of any sort - verbal, physical, visual - will not be tolerated. Workplace harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, social media posts, e-mails, pranks, intimidation, physical assaults or contact, or violence. Harassment is not necessarily sexual in nature. It may also take the form of other vocal activity including derogatory statements not directed to the targeted individual but taking place within their hearing.

All employees, and particularly managers, have a responsibility for keeping the work environment free of harassment. Any employee who becomes aware of an incident of harassment, whether by witnessing the incident first hand or being told of it, must report it to a PBSI representative and to their on-site supervisor or owner either verbally or by submitting a written statement. In either case, employees and managers should document any unlawful conduct in writing. Legally, employees have a 5 year statute of limitations in which to file a claim.

While you are encouraged to communicate directly with the alleged harasser, and make it clear that the harasser's behavior is unacceptable, offensive or inappropriate, it is not required that you do so. It is essential, however, to immediately notify a PBSI representative, and your on-site supervisor or owner, even if you are not sure the offending behavior is considered harassment. There will be an appropriate investigation. Any employee found to have harassed a fellow employee or subordinate will be subject to appropriate disciplinary action up to and including termination. Retaliation of any sort will not be permitted. No adverse employment action will be taken against any employee making a good faith report of alleged harassment.

Neither PBSI nor your supervisory employer will require or coerce an employee to sign a nondisclosure or nondisparagement agreement, though an employee may voluntarily request one as long as it includes a 7 day right of revocation.

### Safety

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your supervisor and, as soon as practical, to PBSI. If you or another employee is injured, you should contact outside emergency response agencies, if needed. If an injury does not require medical attention, an Accident Report Form must still be completed in case medical treatment is later needed and to insure that any existing safety hazards are corrected. The Employee's Claim for Worker's Compensation Benefits Form (Form 801) must be completed in all cases in which an injury requiring medical attention has occurred. Federal law (Occupational Safety and Health Administration) requires that we keep records of all illnesses and accidents which occur at work. It is important that you report any workplace illness or injury, no matter how slight. If you fail to report an injury, you may affect any workers' compensation benefits to which you would otherwise be entitled. OSHA also provides for your right to know about any health hazards which might be present on the job. Should you have any questions or concerns, contact your supervisor for more information.

### Return To Work For On-The-Job Injuries

This policy applies to all workers with on-the-job illnesses and/or injuries and will be followed whenever appropriate. This policy is not intended to be a contractual commitment and shall not be construed as such by employees.

Where feasible, transitional positions will be made available to injured employees in order to minimize or eliminate time loss. "Transitional" work is defined as temporary modified work assignments within the worker's physical abilities, knowledge, and skills. Transitional positions are developed with consideration of the worker's physical abilities, the business needs and the availability of transitional work. The physical requirements of transitional work will be provided to the attending physician. For any business reason, at any time, the working shift of an employee may be changed based on business needs.

It is the responsibility of the employee to immediately notify his or her supervisor of any changes concerning a transitional work assignment. The supervisor will then communicate with PBSI; and PBSI will notify the insurance carrier and attending physician as applicable.

#### Accident Reporting

An accident is any unplanned event that disrupts normal work activities and may or may not result in injury or property damage. All work-related accidents, injuries, and near misses must be reported immediately to management. If an accident occurs, but does not require professional medical treatment, the supervisor should immediately be informed, so that an Accident Report can be completed. If first-aid treatment is needed, it should be sought on-site. If an accident occurs which requires professional medical treatment, the worker should seek treatment accordingly. The worker must fill out a workers' compensation form as soon as possible.

#### Worker's Physical Condition

If professional medical treatment is sought, the worker should inform the attending physician your employers have a return-to-work program. The treating physician will notify the company and/or worker's comp carrier of any work restrictions.

#### Worker Return To Work

The worker must report for work when they are released by the attending physician. The worker cannot return to work without a release from the attending physician. If you return to a transitional job, you must make sure that you do not go beyond either the duties of the job or your physician's restrictions. If your restrictions change at any time, you must notify your supervisor at once and give your supervisor a copy of the new medical release.

#### Worker Unable To Return To Work

If the worker is unable to report for any kind of work, the worker must call in at least weekly to report medical status. While off work, it is the responsibility of the worker to supply his or her supervisor with a current telephone number (listed or unlisted) and an address where the worker can be reached. The worker will notify his or her supervisor within 24 hours of all changes in medical condition.

### **Violence In The Workplace**

Your employers strictly prohibit all forms of violence in the workplace. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect your employers, occur on a jobsite, or any time or place you are representing the company are strictly prohibited.

Acts or threats of violence include (but are not necessarily limited to) conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions, or to create a hostile, abusive, or intimidating environment for one or several employees, subcontractors, customers, or others. Examples of workplace violence include, but are not limited to: 1. All threats or acts of violence occurring on company or customer premises, regardless of the relationship between the parties involved; 2. All threats or acts of violence occurring off company or customer premises involving someone who is acting in the capacity of a company representative.

The policy applies to personnel, contract and temporary workers and anyone else on company property or representing the company or anyone on a company job site. Violations of this policy may lead to disciplinary action, termination and/or legal action, as appropriate.

You are encouraged to report incidents of threats or acts of physical violence of which you are aware. The report should be made to your supervisor and PBSI immediately upon becoming aware or suspicious of an incident.

### **Attendance**

Attendance and punctuality are critical to your successful employment. You are expected to arrive in time to be ready to work no later than your scheduled start time. If you need to be absent, please call your supervisor with as much advance notice as possible. If you are absent without calling for more than 2 scheduled shifts, we will assume you have voluntarily quit.

### **Benefits**

PBSI does not provide company-sponsored benefits, such as vacation pay, health benefits, and retirement plans. PBSI will, however, handle the administration of any benefits your company sponsors. If you have any questions about your company-sponsored benefits, please contact your supervisor or PBSI.

### **Sick Leave Pay**

All Oregon employers must provide sick leave for their employees; whether this sick leave is paid or unpaid depends on the size of your supervisory employer last year. The sick leave policy for your specific supervisory employer is attached.

### **Paychecks**

As your payroll processor, the accuracy and timely delivery of your paycheck is of the utmost importance to us. Update PBSI immediately with any change of address. If you feel there are any errors on your paycheck, please report them to PBSI immediately.

### **Unemployment**

In the event you apply for unemployment compensation after a voluntary or involuntary separation, please note your employer as Professional Business Solutions, Inc., 4800 SW Macadam Ave., Suite 245, Portland, OR 97239, (503)223-4408.

## EMPLOYEE HANDBOOK ACKNOWLEDGEMENT FORM

I have received and read a copy of the PBSI Employee Handbook. I understand that the policies and benefits described in it are subject to change at the sole discretion of PBSI and my supervisory employer at any time.

I further understand that my employment is at will, and neither myself nor my supervisory employer has entered into a contract regarding the duration of my employment. I am free to terminate my employment at any time, with or without reason. Likewise, my employers have the right to terminate my employment, at any time, with or without reason. (No employee can enter into an employment contract for a specified period of time, or make any agreement contrary to this policy without the written approval from your supervisory employer and the president of PBSI.)

I understand:

- My employers, at their option, may change, delete, suspend or discontinue any part or parts of the policies in this Employee Handbook at any time without prior notice as business, employment legislation, and economic conditions dictate.
- Should any provision in this Employee Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Handbook, but only that particular provision.

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Employee's Printed Name

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Employee's Signature

Date