

Pivot Staffing

EMPLOYEE HANDBOOK

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WELCOME TO PIVOT STAFFING, LLC

Although exciting, starting a new job can be overwhelming. This Employee Handbook has been developed to help you become familiar with our company and help answer many of your initial questions.

As an employee of Pivot Staffing LLC, (hereafter referred to as “Pivot”), the importance of your contribution cannot be overstated. Our goal is to provide the finest-quality services to our clients and to do this more efficiently and economically than our competitors.

You are important to us and we are glad you have joined our team. We hope you will find your new position rewarding.

Cordially,

Dave Stanley
President
Pivot Staffing

INTRODUCTORY STATEMENT

We are confident that you will find Pivot a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We consider the employees of Pivot to be one of its most valuable resources. This guide has been written to serve as the guide for the employer/employee relationship.

There are several things to keep in mind about this guide. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to the Human Resource department. Neither this guide nor any other Pivot document confers any contractual right, either express or implied, to remain in Pivot's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will with or without cause and without prior notice by Pivot, or you may resign for any reason at any time. No manager or other representative of Pivot (except the president) has the authority to enter into any agreement for employment for any specified period or to make any agreement contrary to the above.

The procedures, practices, policies, and benefits described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur.

This guide and the information in it should be treated as confidential. No portion of this guide should be disclosed to others, except Pivot employees and others affiliated with Pivot whose knowledge of the information is required in the normal course of business.

Some subjects described in this guide are covered in detail in official policy documents. Refer to these documents for specific information because the guide only briefly summarizes those guidelines and benefits. Please note that the terms of the written insurance policies are controlling and override any statements made in this or other documents.

CLIENT RELATIONS

Our clients are among Pivot's most valuable assets. Every employee represents Pivot to our customers and the public. The way we do our jobs presents an image of our entire organization. Clients judge all of us by how they are treated with each employee contact. Therefore, one of our first business priorities is to assist any customer or potential customer. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to customers.

Clients who wish to lodge specific comments or complaints should be directed to the branch manager for appropriate action. Our personal contact with the public, our manners on the telephone, and the communications we send to customers are a reflection not only of ourselves, but also of the professionalism of Pivot. Positive customer relations not only enhance the public's perception or image of Pivot, but also pay off in greater customer loyalty and increased sales and profit.

EMPLOYMENT

At-Will Employment

Employment with Pivot is voluntarily entered, and the employee is free to resign at will at any time, with or without cause. Similarly, Pivot may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.

Policies set forth in this guide are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between Pivot and any of its employees. The provisions of the guide have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at Pivot's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the Chief Executive Officer of Pivot.

Introductory Period

The employee's first ninety (90) days of employment with Pivot are considered an introductory period. This introductory period will be a time for getting to know fellow employees, managers and the tasks involved in the position, as well as becoming familiar with Pivot's products and services. The manager will work closely with each employee to help them understand the needs and processes of their job.

This introductory period is a try-out time for the employee and Pivot. During this introductory period, Pivot will evaluate the employees' suitability for employment and employees can evaluate Pivot as well. At any time during this first ninety (90) days, employees may resign. If, during this period, employee work habits, attitude, attendance, performance or other relevant factors do not measure up to our standards, Pivot may terminate employment.

At the end of the introductory period, the manager will discuss each employee's job performance with them. During the course of the discussion, employees are encouraged to give their comments and ideas as well.

Completion of the introductory period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for cause. Completion of the introductory period also does not imply that employees now have a contract of employment with Pivot, other than at-will. Successful completion of the introductory period does not alter the at-will employment relationship.

A former employee who has been rehired after a separation from Pivot of more than one year is considered an introductory employee during their first ninety (90) days following rehire.

Employee Relations

Pivot believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their manager.

Our experience has shown that when employees deal openly and directly with manager, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that Pivot amply demonstrates its commitment to employees by responding effectively to employee concerns.

Employment Reference Checks

To ensure that individuals who join Pivot are well qualified and have a strong potential to be productive and successful, it is the policy of Pivot to check the employment references of all applicants.

Pivot will respond in writing only to those reference check inquiries that are submitted in writing.

Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

Additional checks such as a driving record or credit report may be made on applicants for particular job categories if appropriate and job related.

Equal Employment Opportunity Statement

It has and will continue to be the policy of Pivot that it shall be an equal opportunity employer. To assure full implementation of this policy, Pivot shall act affirmatively to assure that it will—

- * Recruit, hire and promote for all job classifications without regard to race, religion, ancestry, creed, color, national origin, sex, age, marital or parental status, disabilities, sexual and affectional preference, veteran status, or any other protected classification.
- * Base decisions on employment solely upon an individual's ability to perform the requirements of the position being filled.
- * Base decisions on promotion solely upon an individual's ability to perform the requirements of the position they are assigned.
- * Ensure that all other personnel actions such as compensation, benefits, transfers, layoffs, returns from layoff, company sponsored training programs, education, social and recreational programs will be administered without regard to race, religion, ancestry, creed, color, national origin, sex, age, marital or parental status, disabilities, sexual and affectional preference, veteran status, or any other protected classification.

Alternate Dispute Resolution & Mutual Agreement to Arbitrate

1. INTRODUCTION

Pivot strives to treat every employee, regardless of position, in a fair and just manner at all times. This is consistent with our philosophy that the employment relationship should continue for as long a period as it is mutually satisfactory and desirable. You have the right to end the employment relationship at any time, for any reason and Pivot has the same right.

Unfortunately, in the day-to-day operations of our business, mistakes are made and feelings may sometimes be hurt or offended. In order for Pivot to promptly correct and remedy these situations, we believe it is important that employees have access to a fair, impartial, and speedy procedure that will resolve internally all employment disputes, without time consuming and expensive legal proceedings.

Pivot uses an 'Alternate Dispute Resolution Program' (ADRP) and 'Agreement to Arbitrate Claims' procedure to address these situations. ADRP consists of three (3) steps: a) an open door policy; b) mediation; and c) final and binding arbitration. An employee should be able to discuss, effectively and fairly, all job-related conflicts using these steps.

2. ADRP PROCESS

Step A - Open Door Policy

Employees who believe that they have been treated unfairly or inappropriately in the workplace are encouraged to take advantage of our open-door policy.

Tell your manager your problem. During this discussion, feel free to speak openly. Your manager's desire is to understand and aid in solving problems that arise at work. Generally, you and your manager will be able to resolve the problem.

**** IF YOU BELIEVE SEXUAL HARASSMENT OR DISCRIMINATION HAS OCCURRED BY THOSE YOU WOULD LIKE TO TALK TO, PROCEED AT ONCE TO THE NEXT STEP FOR PROPER CONSIDERATION. ****

If you do not believe your problems have been straightened out with your manager, see the department head (if applicable). If the problem still has not been straightened out, contact the President.

The President will confer with you, and all others involved, to carefully review the facts and circumstances. If, after a thorough discussion of the matter, you still believe the problem has not been resolved to your satisfaction, you need to proceed to Step B.

Step B-Mediation

If the dispute is not resolved to your satisfaction after exhaustion of the open-door policy, you may request mediation. To start the mediation process, you must submit a written request to mediate to the Human Resources Department or President. The request should be made as soon as possible after the dispute arose and should identify and describe the nature of the claim(s) and the facts upon which such claims are based. Upon receipt of a request to mediate, a representative of the Human Resources Department will investigate the claim(s). After the investigation is complete, the Human Resources Department representative will meet with the parties and attempt to mediate a satisfactory solution to the problem. Once a mutually acceptable agreement has been reached, this agreement will be put in writing and signed by all parties involved. Enforcement of this agreement becomes the responsibility of the Human Resources Department.

The Human Resources Department or President will try to resolve all matters in an efficient and timely manner. Human Resources or the President will notify you, in writing once the mediation step is completed.

Step C-Final and Binding Arbitration

If the dispute is still unresolved after mediation, the employee may request that it be submitted to arbitration. The dispute will be heard by an independent arbitrator, which has been selected by both parties, the arbitrator normally charges an hourly fee for their services that will be split between the employee and Pivot. The arbitrator listens to the presentations by both sides and then renders a decision based on the facts. A more complete description of the arbitration procedure is presented immediately below.

1. AGREEMENT TO ARBITRATE AND THE ARBITRATION PROCEDURE

a) Introduction

Pivot recognizes that differences may arise between Pivot and an employee arising out of, or relating to, employment or termination of employment that cannot be resolved by the open-door policy or by mediation. Pivot also recognizes that resolution of these differences in court is rarely timely or cost effective for anyone. Therefore, Pivot and you, the Employee, enter into this Mutual Agreement to Arbitrate ('the Agreement'), to establish and gain the benefits of speedy, impartial, and cost-effective final and binding arbitration.

It is to be understood that any reference in this Agreement to Pivot also refers to all subsidiary and affiliated entities, all benefit plans, the benefits plan sponsors, fiduciaries, and administrators, all successors and assigns of any of them, and to all Pivot officers, directors, employees or agents.

b) Agreement to Arbitrate any and all Disputes

Except as otherwise provided in this Agreement, Pivot and you, the Employee, agree to arbitrate all claims and controversies for which a court would otherwise be authorized to grant relief to the employee, in any way arising out of, relating to, or associated with the employment or termination of employment with Pivot. This also includes all claims that Pivot may have against the Employee or that the Employee may have against Pivot. This means that both parties agree to arbitrate all disputes for claims of wages or other compensation due; claims for breach of any contract or promise; expressed or implied; tort claims; sexual harassment claims; claims of discrimination, including, but not limited to, claims based on race, sex, religion, national origin, age, marital status, handicap, disability or medical condition; claims for benefits, except as excluded in the following paragraph; and claims for violation of any Federal, State or other governmental constitution, statute, ordinance, regulation, or the common law.

c) Exceptions to the Agreement to Arbitrate

This Agreement does not apply to, or cover, any claims the Employee may have for benefits under applicable workers' compensation statutes; claims for unemployment compensation benefits; claims by Pivot for injunctive and/or other equitable relief; claims based upon an employee pension or welfare benefit plan, the terms of which contain an arbitration or other non-judicial dispute resolution procedure, in which such case the provisions of such plan shall apply; and any other claim or dispute that may not legally be the subject of this Agreement to Arbitrate.

d) Procedures Used in Arbitration

To commence arbitration, a written request must be made to the Human Resources Department. The request should be made promptly after mediation is completed, generally within ninety (90) days. If such request is not made in writing within the applicable statute of limitations that would apply to such claim(s), then the arbitration right is considered to have been waived.

A list of arbitrators will be provided to Pivot and the Employee. Pivot and the Employee will alternately strike names from the list until one name remains. This person will be the arbitrator. A flip of a coin will determine who strikes the first name. Any arbitration under this Agreement shall be conducted in accordance with the then existing applicable arbitration procedure.

Either party, at its own expense, may arrange for, and pay for, the cost of a court reporter to provide a stenographic record of the arbitration. The other party may obtain a copy of the record by paying, to the reporter, the reporter's fee.

The Employee may hire, at his/her own expense, a lawyer to assist and present the Employee's case. In this case, Pivot may also hire a lawyer. If the Employee chooses not to hire a lawyer to present his/her case, Pivot agrees not to hire a lawyer to present their case.

To assist the Employee in presenting his/her case, copies of relevant documents may be made from the personnel file. The arbitrator, for good cause shown, may also require either party to produce copies of any documentation, records, or other materials, subject to any terms and conditions that the arbitrator may impose.

The arbitrator, after submission of post-hearing briefs, will render a written decision to both parties. The arbitrator will charge an hourly fee, which the Employee and Pivot will split.

e) The Law the Arbitrator will follow and the Arbitrator's Authority

The arbitrator will decide whether the dispute presented violates the law of the United States or the law of the State in which employment occurred. In other words, if employment occurred in Ohio, the arbitrator will decide whether the action violates Federal or Ohio law.

The arbitrator's decision will be consistent with the fact that employment is at-will and that either the Employee or Pivot may terminate the employment relationship at any time, for any reason not contrary to law, and that this employment at-will relationship can only be changed if Pivot and the Employee agree, in writing, to do so, and that agreement is signed by the President of Pivot.

The arbitrator may award such relief as equity requires, including back pay, reinstatement or front pay, and other forms of traditionally equitable relief.

The arbitrator has no other authority other than that granted to the arbitrator by this Agreement. This Agreement does not grant the arbitrator the authority to determine or review a decision or action of Pivot concerning matters over which Pivot has retained management discretion.

f) Term, Modification and Revocation

This ADRP Agreement shall survive the employer-employee relationship between Pivot and the Employee and shall apply to any claim, whether it arises during or after termination, of the Employee's employment with Pivot. This ADRP Agreement can be modified or revoked only by a written request, signed by both parties that specifically states an intent to modify or revoke the Agreement.

g) Construction and Enforceability

Any issue or dispute concerning how this ADRP Agreement was formed, or how it is applied, interpreted, or enforced, including any claim that all or any part of the Agreement is void or avoidable, shall be subject to arbitration as provided herein. The arbitrator, and not any Federal, State, or local court or agency shall have authority to decide any such issue or dispute.

The decision of an arbitrator on any issue or dispute, as well as on any claim submitted to arbitration as provided in this ADRP Agreement, shall be final and binding upon both the Employee and Pivot.

If any provision of the ADRP Agreement is found to be void or otherwise unenforceable, in whole or in part, the

decision will not affect the validity of the rest of the Agreement.

Either party may bring an action in any court of competent jurisdiction to compel arbitration under this ADRP Agreement and to enforce an arbitration award. Except as otherwise provided in this Agreement, both Pivot and the Employee agree that neither party shall initiate any lawsuit, which relates in any way to any claim covered by the Agreement.

Business Ethics and Conduct

The successful business operation and reputation of Pivot is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of Pivot is dependent upon our customers' trust, and we are dedicated to preserving that trust. Employees owe a duty to Pivot, its customers, and shareholders to act in a way that will merit the continued trust and confidence of the public.

Pivot will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate manager and, if necessary, with the President or Human Resources Department for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every Pivot employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

Immigration Law Compliance

Pivot is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Pivot within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resources Department. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which Pivot wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact your manager for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of Pivot's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of Pivot as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which Pivot does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving Pivot.

Outside Employment

Employees may hold outside jobs as long as they meet the performance standards of their job with Pivot. All employees will be judged by the same performance standards and will be subject to Pivot's scheduling demands, regardless of any existing outside work requirements.

If Pivot determines that an employee's outside work interferes with performance or the ability to meet the requirements of Pivot as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with Pivot.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside Pivot for services rendered while performing their jobs.

Non-Disclosure

The protection of confidential business information and trade secrets is vital to the interests and the success of Pivot. Such confidential information includes, but is not limited to, the following examples:

- * compensation data
- * computer processes
- * computer programs and codes
- * customer/client lists
- * potential client lists
- * customer preferences
- * financial information
- * marketing strategies
- * pending projects and proposals

Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information. If legal action is taken, the employee shall bear Pivot's costs, including reasonable attorneys' fees, in obtaining specific enforcement. Pivot also has the right to recover damages.

Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA)

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that when needed provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of Pivot to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is Pivot's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

Pivot will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to Pivot. Contact the President or Human Resource department with any questions or requests for accommodation.

Affordable Care Act

Pivot complies with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations. An employee's eligibility for participation in ESSG's qualified ACA plan is governed by applicable law and the terms of the relevant plan document.

EMPLOYMENT STATUS & RECORDS

Employment Categories

All employees are designated as either nonexempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and Pivot.

Nonexempt employees are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law's requirements concerning minimum wage and overtime.

Exempt employees are generally managers or professional, administrative or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

Pivot has established the following categories for both nonexempt and exempt employees:

- **Regular, full time:** Employees who are not in a temporary status and who are regularly scheduled to work Pivot's full-time schedule per week. Generally, these employees are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefits program.

- **Regular, part time:** Employees who are regularly scheduled to work less than 30 hours per week. They do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), and they can apply for Pivot's limited health benefit plan.
- **Temporary:** Employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of Pivot's other benefit programs.

Employment of Relatives and Personal Relationships

Pivot wants to ensure that corporate practices do not create situations such as conflict of interest or favoritism. This extends to practices that involve employee hiring, promotion and transfer. Close relatives, partners, those in a dating relationship or members of the same household are not permitted to be in positions that have a reporting responsibility to each other unless prior approval is given by the President of Pivot. Close relatives are defined as husband, wife, domestic partner, father, mother, father-in-law, mother-in law, grandfather, grandmother, son, son-in-law, daughter, daughter-in law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister-in-law, step relatives, cousins and domestic partner relatives.

If employees begin a dating relationship or become relatives, partners or members of the same household and if one party is in a supervisory position, that person is required to inform management and Human Resources of the relationship.

Pivot reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct-reporting relationship or authority involved.

Access to Personnel Files

Employee files are maintained by the Human Resource department and are considered confidential. Managers and supervisors may only have access to personnel file information on a need-to-know basis.

A manager or supervisor considering the hire of a former employee or transfer of a current employee may be granted access to the file, or limited parts of it, in accordance with anti-discrimination laws.

Personnel file access by current employees and former employees upon request will generally be permitted within seven days of the request unless otherwise required under state law. Personnel files are to be reviewed in the Human Resource department. Personnel files may not be taken outside the department.

Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

Personnel Data Changes

It is the responsibility of each employee to promptly notify Pivot of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments and other such status reports should be accurate and current at all times. If any personnel data has changed, notify your manager or the Pivot Payroll Department.

Employment Applications

Pivot relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Employment Termination

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- * Completed Assignment
- * Resignation - voluntary employment termination initiated by an employee.
- * Discharge - involuntary employment termination initiated by the organization.
- * Layoff - involuntary employment termination initiated by the organization for non-disciplinary reasons.

Since employment with Pivot is based on mutual consent, both the employee and Pivot have the right to terminate employment at will, with or without cause, at any time.

Employee benefits will be affected by employment termination. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

Resignation

Resignation is a voluntary act initiated by the employee to terminate employment with Pivot. Although advance notice is not required, Pivot requests at least 2 weeks' written resignation notice from all employees.

If an employee does not provide advance notice as requested, the employee will be considered ineligible for rehire.

Job Abandonment

Employees who fail to report to work or contact their manager for three (3) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the third day. The manager shall notify the Human Resource department at the expiration of the third workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.

TIMEKEEPING & PAYROLL

Salary, Pay Adjustments, Promotions and Demotions

Pivot offers competitive salaries within our labor market. Because recruiting and retaining talented employees is critical to our success. Pivot is committed to paying its employees equitable wages that reflect the requirements and responsibilities of their positions and are comparable to the pay received by similarly situated employees in other organizations in the area.

Pivot is most interested in providing maximum opportunity for employee advancement within Pivot, if advancement opportunities are available. Accordingly, present employees of Pivot may be considered for promotions and may be preferred for promotion before any new employees are hired to fill vacancies that may arise. Of course, Pivot retains sole discretion to determine the factors to be applied in any promotion decision, and the relative weight of the factors.

All pay increases are based upon merit and market factors. There may not be an automatic annual cost of living or salary adjustment to reflect current economic conditions.

Employees' pay also may be adjusted downward. Salary decreases may take place when there is job restructuring, job duty changes, job transfers or adverse business economic conditions.

Demotion is a reduction in responsibility, usually accompanied by a reduction in salary. If and when a demotion occurs, employees may maintain their seniority with Pivot.

Employees should bring their pay-related questions or concerns to the attention of their immediate manager. Commissions and bonuses, for those eligible, will be paid according to the commission plan for the respective positions. Commissions and bonuses will be paid on the twentieth of each month or on the Friday preceding the twentieth shall the twentieth fall on a weekend. In order to be eligible for commission and/or bonus payment; the employee must be employed by Pivot on the twentieth of the month on which commissions are paid or on the preceding Friday shall the twentieth fall on a weekend.

Timekeeping

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require Pivot to keep an accurate record of time worked in order to calculate employee pay and benefits. Employees should clock in no sooner than five (5) minutes before their schedule shift and clock out no later than five (5) minutes after their scheduled shift.

Time worked is all the time actually spent on the job performing assigned duties. The workday is defined as the 24-hour period starting at 12:00 a.m. and ending at 11:59 p.m. The workweek covers seven consecutive days beginning on Monday and ending on Sunday. The usual workweek period is 40 hours.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. All overtime work must receive the manager's prior authorization.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

It is the employees' responsibility to certify the accuracy of all time recorded. The manager will review the time record before submitting it for payroll processing.

Mandatory Meal Period

Employee meal periods are important to Pivot productivity and employee health. Employees will be provided

a meal break in accordance will local state law, not to exceed 60 minutes. Employees are required to clock in/out for their designated lunch periods. The length of the lunch period should have the agreement of the employee's manager. The meal period will not be included in the total hours of work per day and is not compensable. Nonexempt employees are to be completely relieved of all job duties while on meal breaks and must clock out for meal periods. Under no circumstance may the waiver of the lunch period result in overtime work.

Paydays

Employees are paid on a weekly basis on Fridays. Your direct manager will notify you of your pay period. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a holiday, employees will receive pay on Thursday instead of Friday.

Direct deposit is a condition of employment. Employees will have pay directly deposited into their bank accounts or pay card as listed on your written authorization form to Pivot. Employees will receive an itemized statement of wages when Pivot makes direct deposits.

If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to the Payroll Department.

Overtime

Pivot complies with all applicable federal and state laws with regard to payment of overtime work.

Paid leave, such as holiday or PTO pay, does not apply toward work time.

The workweek begins at 12:00 a.m. on Monday morning and ends at 11:59 p.m. on Sunday night.

Employees who anticipate the need for overtime to complete the week's work must notify the manager in advance and obtain approval before working hours that extend beyond their normal schedule.

During busy periods employees may be required to work extended hours. When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the manager's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Failure to work scheduled overtime or overtime worked without prior authorization from his/her manager may result in disciplinary action, up to and including possible termination of employment.

Pay Deductions

The law requires that Pivot make certain deductions from every employee's compensation. Among these are applicable FICA (Social Security and Medicare), federal, state, and local income taxes. Voluntary deductions for health care benefits, 401(k), lost check fees and the like can be made after an employee completes the necessary authorization forms.

In addition, Pivot deducts court-ordered garnishments for personal debts, such as child support, without the employee's prior authorization. Deductions for federal, state, and city tax liens also can be made by Pivot

without prior employee authorization.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your manager can assist in having your questions answered.

Exempt Employee Payroll Deductions

Pivot complies with the salary basis requirements of the Fair Labor Standards Act (FLSA) and does not make improper deductions from the salaries of exempt employees. Exempt employees are those employed in a *bona fide* executive, administrative or professional capacity and who are exempt from the FLSA's overtime pay requirements.

What Deductions Are Permitted?

There are certain circumstances where deductions from the salaries of exempt employees are permissible. Such circumstances include:

- When an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability;
- When an exempt employee is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- To offset amounts received as witness or jury fees, or for military pay;
- For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions

Pivot is not required to pay the full salary in the initial or terminal week of employment; for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act, if applicable; or for penalties imposed in good faith for infraction of safety rules of major significance. In these circumstances, either partial day or full day deductions may be made.

What to Do if an Improper Deduction Occurs

If you are an exempt employee and believe that an improper deduction has been made to your salary, you should immediately report this information to your direct manager, or to the person responsible for payroll processing.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

Administrative Pay Corrections

Pivot takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of your manager or the Payroll Department so that corrections can be made as quickly as possible.

Lost or Stolen Paychecks

An employee should report a lost or stolen paycheck to their manager or the Payroll Department immediately. Pivot will issue a new paycheck to the employee after a stop payment of the original check is confirmed. This may take up to 10 business days. All fees associated with the stop payment will be the responsibility of the

Employees and will be deducted from the reissued check or a subsequent payroll check. However, if a check is lost through no fault of Pivot and Pivot is unable to stop payment on the check, Pivot is not obligated to indemnify the employee for the loss.

WORKING CONDITIONS

Workers' Compensation Insurance

Pivot provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period.

Employees who sustain work-related injuries or illnesses should inform their manager immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Safety

Pivot's excellent safety record is no accident! Pivot is committed to your safety, and we make it one of our top priorities. Our commitment includes providing general safety guidelines to all Pivot employees. Through Pivot's Injury and Illness Prevention Program, it is our goal to provide an accident-free, safe work environment for all employees. The establishment and assurance of safe working conditions is a shared responsibility of Pivot and employees from all levels of the company. Pivot is committed to doing everything within its control to assure a safe work environment and comply with Federal and State safety regulations.

To assist in providing a safe and healthful work environment for employees, customers, and visitors, Pivot has established a workplace safety program. This program is a top priority for Pivot. Its success depends on the alertness and personal commitment of all.

Pivot provides information to employees about workplace safety and health issues through regular internal communication channels such as manager-employee meetings, bulletin board postings, memos, or other written communications.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate manager. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the appropriate manager. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Your general safety training program will be given to you during the application process. Our work site location will be responsible for your job specific safety training, as well as providing you with information on any hazardous chemicals to which you may be exposed, and their emergency evacuation procedure.

Although the federal Occupational Safety & Health Administration (OSHA) does not cite employees for violations of their responsibilities, each employee is required to comply with occupational safety and health standards and all rules, regulations, and orders under federal law that are applicable to his/her own actions and conduct.

Responsibilities

As an employee, you should:

- Read the OSHA poster at the job site.
- Comply with all applicable OSHA standards.
- Follow all employer safety and health rules and regulations, and wear or use prescribed protective equipment while engaged in work.
- Report hazardous conditions to the manager.
- Report any job-related injury or illness to the employer, and seek treatment promptly.
- Cooperate with the OSHA investigator conducting an inspection if he or she inquires about safety and health conditions in your workplace.
- Exercise your rights under the Act in a responsible manner.

Rights

As an employee, you have the right to:

- Review copies of appropriate OSHA standards, rules, regulations, and requirements that the client/employer should have available at the workplace.
- Request information from your client/employer on safety and health hazards in the area and precautions that may be taken, and on procedures to be followed if an employee is involved in an accident or is exposed to toxic substances.
- Request that the Regional OSHA office conduct an inspection if you believe hazardous conditions or violations or standards exist in your workplace.
- Have your name withheld from your employer, upon request to OSHA, if you file a written and signed complaint.
- Be advised of OSHA actions regarding your complaint and have an informal review, if requested, of any decision not to inspect or to issue a citation.
- Have your authorized employee representative accompany the OSHA investigator during the inspection tour.
- Respond to questions from the OSHA investigator particularly if there is no authorized employee representative accompanying the compliance officer.
- Be paid for any time you spend on OSHA inspection activity.
- Observe any monitoring or measuring of hazardous material and have the right to see these records as specified under the statutes.
- Have your authorized representative, or yourself, review the Log and Summary of Occupational injuries at a reasonable time and in a reasonable manner.
- Request a closing discussion with the compliance officer following an inspection.
- Refuse any position offered to you because of lack of training that is required.

Smoking

In keeping with Pivot's intent to provide a safe and healthful work environment, smoking in the workplace is prohibited except in those locations that have been specifically designated as smoking areas. In situations where the preferences of smokers and nonsmokers are in direct conflict, the preferences of nonsmokers will prevail. This policy applies equally to all employees, customers, and visitors.

Drug-Free Workplace

Pivot is dedicated to providing employees with a workplace that is free of drugs and alcohol. Pivot discourages

drug and alcohol abuse by its employees. Pivot has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency and success at Pivot. Employees who have any detectable amounts of drugs or alcohol while on the job compromise Pivot's interests, endanger the employee's own health and safety, and the health and safety of others. This can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, delays in the completion of jobs, inferior quality in our products, and disruption of customer relations.

Any identified usage of drugs or alcohol, or any detectable amount during working hours will be grounds for discipline, up to and including termination. Pivot has a zero tolerance policy regarding drugs and alcohol.

For the safety of our employees and clients, Pivot reserves the right to test any employee at any time for the use of illegal drugs, marijuana or alcohol under state, federal or local laws. This may be done in cases where the employee's job carries a risk of injury or accident due to such use, or if there is an apparent inability to perform the duties required of that position. Specific jobs may, at Pivot's discretion, require regular drug testing. Such a test may be conducted after an accident or with probable cause of impairment while on the job. Under those circumstances the employee may be driven to a certified lab at Pivot's expense, for the drug test.

Any employee found to use, sell, possess or distribute any illegal drugs under state, federal or local laws, marijuana, or any unauthorized drugs (including excessive quantities of prescription or over-the-counter drugs) while on Pivot's premises, performing Pivot-related duties, or while operating any Pivot equipment is subject to disciplinary action, up to and including termination of employment. Any suspected illegal drug confiscated will be turned over to the appropriate law enforcement agency.

Any employee taking medication should consult a medical professional to determine whether the drug may affect their personal safety or ability to perform the essential functions of the job and should advise their manager of any job limitations. Upon notification of job limitations, Pivot will make reasonable efforts to accommodate the limitation.

To the extent any federal, state or local law, rule, or regulation limits or prohibits the application of any provision of this policy, then to the minimum extent necessary and only for that geographical area, this policy is deemed to be amended in compliance.

Employee Assistance and Drug-Free Awareness

Illegal drug use and alcohol misuse have a number of adverse health and safety consequences. Information about those consequences and sources of help for drug/alcohol problems is available from the Human Resource Department, whose members have been trained to make referrals and/or assist employees with drug/alcohol problems.

Pivot will assist and support employees who voluntarily seek help for such problems before becoming subject to discipline and/or termination under this or other policies. Such employees may be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or that require driving or if they have violated this policy previously.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their manager. Employees should not, however, disclose underlying medical conditions unless directed to do so.

Consequences

Applicants who refuse to cooperate in a drug test or who test positive will not be hired.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated.

Employees will be paid for time spent in alcohol/drug testing and then suspended pending the results of the drug/alcohol test. After the results of the test are received, a date/time will be scheduled to discuss the results of the test; this meeting will include a member of management and Human Resources. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.

Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the medical review officer (MRO) shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files.

Inspections

Pivot reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline up to and including discharge.

Crimes Involving Drugs

Pivot prohibits all employees from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on Pivot premises or while conducting Pivot business. Employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel shall be notified, as appropriate, when criminal activity is suspected.

Workplace Bullying

Pivot defines bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.” Such behavior violates Pivot’s Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that Pivot will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. Pivot considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.

- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.
- **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

Violence in the Workplace

All employees, customers, vendors and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others.

Conduct that threatens, intimidates or coerces another employee, customer, vendor or business associate will not be tolerated. Pivot resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace. Pivot treats threats coming from an abusive personal relationship as it does other forms of violence.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a manager, security personnel, Human Resources, member of Pivot's Management Team or any member of senior management. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Employees should promptly inform the Human Resource department of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to intimate partner violence. Pivot will not retaliate against employees making good-faith reports. Pivot is committed to supporting victims of intimate partner violence by providing referrals to and community resources and providing time off for reasons related to intimate partner violence.

Pivot will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. Pivot will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, Pivot, may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

Pivot encourages employees to bring their disputes to the attention of their managers or Human Resources before the situation escalates. Pivot will not discipline employees for raising such concerns.

EMPLOYEE CONDUCT

Employee Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, Pivot expects employees to follow rules of conduct that will protect the interests and safety of all employees and Pivot.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace in addition

to client worksites. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- * Theft or inappropriate removal or possession of property
- * Falsification of timekeeping records
- * Working under the influence of alcohol or illegal drugs
- * Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- * Fighting or threatening violence in the workplace
- * Boisterous or disruptive activity in the workplace
- * Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- * Insubordination or other disrespectful conduct
- * Willfully or carelessly violating safety or health rules
- * Smoking in prohibited areas
- * Sexual or other unlawful or unwelcome harassment
- * Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- * Excessive absenteeism or any absence without notice
- * Excessive tardiness that does not have good cause or the employee fails to notify the manager prior to start of shift that he/she will be late.
- * Unauthorized absence from work station during the workday
- * Unauthorized use of telephones, mail system, or other employer-owned equipment
- * Unauthorized disclosure of business "secrets" or confidential information
- * Violation of personnel policies
- * Unsatisfactory performance or conduct
- * Insubordination or refusing to follow instructions from a supervisor or manager; refusal or unwillingness to accept a job assignment or to perform job requirements.
- * Failure to observe scheduled work hours, failure to contact a supervisor or manager in the event of illness or any absence within thirty (60) minutes of the scheduled start of work; failure to report to work when scheduled; unauthorized or excessive use of sick leave or any other leave of absence.
- * Leaving the office during scheduled work hours without permission; unauthorized absence from assigned work area during regularly scheduled work hours.
- * Sleeping or loitering during regular working hours.

Employment with Pivot is at the mutual consent of Pivot and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

Sexual and Other Unlawful Harassment

It is the policy of Pivot that all employees should be able to enjoy a work environment free from all forms of discrimination, including harassment. As such, Pivot is committed to vigorously enforcing their Anti-Harassment Policy. This policy applies to all employees of the organization (without regard to position) and individuals not directly connected to Pivot (e.g., an outside vendor, consultant, customer or guest). Title VII of the Civil Rights Act of 1964 and applicable state human rights statutes prohibit employment discrimination based on race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with employment, real estate transactions, access to financial credit, and the availability of public accommodations, as well as on the basis of citizenship status.

Harassment is considered a form of discrimination and is specifically included among the prohibitions under Title VII of the Civil Rights Act of 1964 and applicable state human rights statutes. In addition, retaliation or reprisal taken against anyone who has expressed concern about harassment or discrimination against the individual raising the concern is illegal.

Definitions of Harassment

The Equal Employment Opportunity Commission (EEOC) and the applicable state human rights agencies have defined sexual harassment as “unwelcome sexual advances, requests for sexual favors, sexual comments, or other verbal or physical acts of a sexual or sex-based nature including, but not limited to drawings, pictures, jokes, and/or teasing where (1) submission to such conduct is made either explicitly or implicitly a term or a condition of an individual’s employment; (2) an employment decision is based on an individual’s acceptance or rejection of such conduct; or (3) such conduct interferes with an individual’s work performance or creates an intimidating, hostile or offensive working environment.”

The Anti-Harassment Policy prohibits harassment and/or retaliation by any individual employed by, doing business with or for, or visiting Pivot. Employees who believe they have been the subject of harassment and/or retaliation or an employee who may have been witness to harassment and/or retaliation must report the incident immediately. Information and/or allegations must be reported to a manager of Pivot. Only those who have an immediate need to know, including the alleged target of harassment or retaliation, the alleged harassers or retaliators, and any witnesses may find out the identity of the complainant. All individuals contacted in the course of an investigation will be advised that all persons involved in a charge are entitled to respect and that any retaliation or reprisal against an individual who is an alleged target of harassment or retaliation, who has made a complaint, or who has provided information in connection with a complaint, is a separate violation of Pivot’s policy. All information will be disclosed only on a need-to-know basis to allow Pivot to investigate and resolve the incident. Pivot recognizes the serious nature of harassment and therefore will endeavor to protect the employee who may have been subjected to harassment, any witnesses and the party against whom allegations have been filed to every possible extent.

Harassment is unlawful and has a negative impact on employees. Violation of the Anti-Harassment Policy will not be tolerated by Pivot and may result in discipline up to and including termination. Offensive acts or conduct have no legitimate business purpose; accordingly, any employee, regardless of his/her position within Pivot, who it is determined has engaged in such conduct will be made to bear the full responsibility for such unlawful conduct.

Individuals and Conduct Covered

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to Pivot (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise the Human Resources Department or any member of management so it 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.

Progressive Discipline

The purpose of this policy is to state Pivot's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

Pivot's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with Pivot is based on mutual consent and both the employee and Pivot have the right to terminate employment at will, with or without cause or advance notice, Pivot may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps -- verbal warning, written warning, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment.

The following outlines Pivot's progressive discipline process:

- **Verbal warning:** A supervisor verbally counsels an employee about an issue of concern, and a written record of the discussion is placed in the employee's file for future reference.
- **Written warning:** Written warnings are used for behavior or violations that a supervisor or manager considers serious or in situations when a verbal warning has not helped change unacceptable behavior. Written warnings are placed in an employee's personnel file. Employees should recognize the grave nature of the written warning.
- **Performance improvement plan:** Whenever an employee has been involved in a disciplinary situation that has not been readily resolved or when he/she has demonstrated an inability to perform assigned work responsibilities efficiently, the employee may be given a final warning or placed on a performance improvement plan (PIP). PIP status will last for a predetermined amount of time not to exceed 90 days. Within this time period, the employee must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by the supervisor or manager and the organization. At the end of the performance improvement period, the performance improvement plan may be closed or, if established goals are not met, dismissal may occur.

Pivot reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion and discharge.

Pivot recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy includes examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and Pivot.

Problem Resolution

Pivot is committed to providing the best possible working conditions for its employees. Part of this

commitment is encouraging an open and honest atmosphere in which any problem, complaint, suggestion, or question receives a timely response from Pivot supervisors and management.

Pivot strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with Pivot in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. Employee presents problem to immediate manager after incident occurs. If manager is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to Human Resources Department or any other member of management.
2. Manager responds to problem during discussion or after consulting with appropriate management, when necessary. Manager documents discussion.
3. Employee presents problem to Human Resources Department if problem is unresolved.
4. Human Resources Department counsels and advises employee, assists in putting problem in writing, visits with employee's manager(s), if necessary, and directs employee to Branch Manager for review of problem.
5. Employee presents problem to Branch Manager in writing.
6. Branch Manager reviews and considers problem. The Branch Manager informs employee of decision and forwards copy of written response to Human Resources Department for employee's file. The Branch Manager has full authority to make any adjustment deemed appropriate to Pivot regarding the problem.

Problems, disputes, or claims not resolved through the preceding problem resolution steps are subject to final and binding arbitration. The arbitration proceeding will be conducted under the Employment Dispute Resolution Rules of the American Arbitration Association. The decision or award of the Arbitrator made under these rules is exclusive, final, and binding on both parties, their beneficiaries, executors, administrators, successors, and assigns.

Employees who choose to use the arbitration process to resolve a problem will be expected to share the cost of the arbitration proceeding with Pivot. A complete description of the arbitration procedure is available from the Human Resources Department for review.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure everyone's job security.

Attendance and Punctuality

PTO and holidays must be scheduled with one's manager in advance. Patterns of absenteeism or tardiness may result in discipline even if the employee has not yet exhausted available paid time off. Three consecutive days of absence due to illnesses or injuries will require a physician's note and a return to work authorization

from the physician.

Not reporting to work and not calling to report an absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. **A no call/no show lasting three days will be considered job abandonment and be deemed an employee's voluntary resignation of employment.**

Personal Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image Pivot presents to customers and visitors.

During business hours or when representing Pivot, you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing with customers or visitors in person.

Your manager or department head is responsible for establishing a reasonable dress code appropriate to the job you perform. If your manager feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstance, you will not be compensated for the time away from work. Consult your manager if you have questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be made to a person with a disability.

Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- * Canvas or athletic type shoes and flip-flops are not appropriate professional attire.
- * Mustaches and beards must be clean, well-trimmed, and neat.
- * Hairstyles are expected to be in good taste.
- * Excessive makeup is not permitted.
- * Offensive body odor and poor personal hygiene is not professionally acceptable.
- * Perfume, cologne, and aftershave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances.
- * Jewelry should not be functionally restrictive, dangerous to job performance, or excessive.
- * Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, is not professionally appropriate and must not be worn during business hours.
- * Multiple ear piercings (more than one ring in each ear) are not professionally appropriate and must not be worn during business hours.
- * Torso body piercings with visible jewelry or jewelry that can be seen through or under clothing must not be worn during business hours.
- * Visible excessive tattoos and similar body art must be covered during business hours.
- * Clothing must be free of tears and holes.

Electronic Communication and Internet Use

The following guidelines have been established for using the Internet, Pivot-provided cell phones and e-mail in an appropriate, ethical and professional manner:

- Internet, Pivot-provided equipment (e.g., cell phone, laptops, computers) and services may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing or pornographic nature.

- The following actions are forbidden: using disparaging, abusive, profane or offensive language; creating, viewing or displaying materials that might adversely or negatively reflect upon Pivot or be contrary to Pivot’s best interests; and engaging in any illegal activities, including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and Pivot-provided equipment such as cell phones and laptops.
- Employees may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only.
- Employees must not use the system in a way that disrupts its use by others. Employees must not send or receive large files that could be saved/transferred via thumb drives. Employees are prohibited from sending or receiving files that are not related to work.
- Employees should not open suspicious e-mails, pop-ups or downloads. Contact IT with any questions or concerns to reduce the release of viruses or to contain viruses immediately.
- Internal and external e-mails are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside Pivot.

Right to Monitor

All Pivot-supplied technology and Pivot-related work records belong to Pivot and not to the employee. Pivot routinely monitors use of Pivot-supplied technology. Inappropriate or illegal use or communications may be subject to disciplinary action up to and including termination of employment.

Social Media - Acceptable Use

Below are guidelines for social media use. See full policy for details.

Post only appropriate and respectful content.

- Maintain the confidentiality of Pivot trade secrets and private or confidential information. Trades secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- Respect financial disclosure laws. It is illegal to communicate or give a “tip” on inside information to others so that they may buy or sell stocks or securities. Such online conduct may also violate the Insider Trading Policy.
- Do not create a link from your blog, website or other social networking site to the Pivot website without identifying yourself as a Pivot associate.
- Express only your personal opinions. Never represent yourself as a spokesperson for Pivot. If Pivot is a subject of the content you are creating, be clear and open about the fact that you are an associate and make it clear that your views do not represent those of Pivot, fellow associates, members, customers, suppliers or people working on behalf of Pivot. If you do publish a blog or post online related to the work you do or subjects associated with Pivot, make it clear that you are not speaking on behalf of Pivot. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of Pivot.”

Pivot may monitor content out on the Internet. Policy violations may result in discipline up to and including termination of employment.

Solicitations, Distributions and Posting of Materials

Pivot prohibits the solicitation, distribution and posting of materials on or at Pivot property by any employee or nonemployee, except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported by Pivot management and Pivot-sponsored programs related to Pivot's products and services.

Provisions:

- Nonemployees may not solicit employees or distribute literature of any kind on Pivot premises at any time.
- Employees may only admit non-employees to work areas with management approval or as part of a Pivot-sponsored program. These visits should not disrupt workflow. An employee must accompany the nonemployee at all times. Former employees are not permitted onto Pivot property except for official Pivot business.
- Employees may not solicit other employees during work times, except in connection with a Pivot-approved or sponsored event.
- Employees may not distribute literature of any kind during work times or in any work area at any time, except in connection with a Pivot-sponsored event
- The posting of materials or electronic announcements are permitted with approval from Human Resources or the President.

Violations of this policy should be reported to Human Resources.

Return of Property

Employees are responsible for all Pivot property, materials, or written information issued to them or in their possession or control.

Employees must return all Pivot property immediately upon request or upon termination of employment. Where permitted by applicable laws, Pivot may withhold from the employee's check or final paycheck the cost of any items that are not returned when allowed by local state law. Pivot may also take all action deemed appropriate to recover or protect its property.

Business Travel Expenses

Pivot will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the immediate manager.

Employees whose travel plans have been approved are responsible for making their own travel arrangements.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by Pivot. Employees are expected to limit expenses to reasonable amounts.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate manager. Vehicles owned, leased, or rented by Pivot may not be used for personal use without prior approval.

When travel is completed, employees should submit completed travel expense reports within 30 days. Reports should be accompanied by receipts for all individual expenses.

Employees should contact their manager for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

Visitors in the Workplace

To provide for the safety and security of employees and the facilities at Pivot, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors should enter Pivot at the main entrance or lobby area. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on Pivot's premises, employees should immediately notify their manager or, if necessary, direct the individual to the main entrance.

Use of Phone and Mail Systems

Employees should practice discretion when making local or long-distance personal calls and may be required to reimburse Pivot for any charges resulting from their personal use of the telephone. Personal phones calls should be limited to break times and emergencies.

The use of Pivot-paid postage for personal correspondence is not permitted.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner.

BENEFITS

Paid Time Off (PTO)

Paid Time Off (PTO) is an all-purpose time-off policy for eligible employees to use for PTO, illness or injury, and personal business. It combines traditional PTO and sick leave plans into one flexible, paid time-off policy. PTO is a benefit provided to regular employees in recognition of continuous service. PTO entitlement is earned based on the length of employment and begins accruing from your date of hire. To be eligible for PTO benefits, three months of continuous employment (37 hours per week average) must have occurred. Only full-time regular employees (both Exempt and Non-Exempt) are eligible for PTO time.

Once employees enter an eligible employment classification, they begin to earn PTO according to the schedule below.

After three months of employment the employee will earn 3 PTO days to use. After 3 months of employment the employee will earn one PTO day for every month of employment. Each year after six years will accrue one additional day of PTO time with a max accrual of 25 days of PTO earned. Daily PTO pay is computed at the employee's straight time for non-exempt, and prorated salary day for exempt.

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins with the employee first day of work. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

PTO can be used in minimum increments of four hours. Employees who have an unexpected need to be absent from work should notify their direct manager before the scheduled start of their workday, if possible. The direct manager must also be contacted on each additional day of unexpected absence.

To schedule planned PTO, employees should request approval 7 days in advance from their managers. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

PTO is paid at the employee's base pay rate at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

In the event that available PTO is not used by the end of the benefit year, employees may carry-over the unused PTO. Upon termination of employment by either party, employees will not be eligible for their unused PTO time.

Holidays

Pivot will grant holiday time off to all employees after 30 days of employment on the holidays listed below:

- * New Year's Day (January 1)
- * Memorial Day (last Monday in May)
- * Independence Day (July 4)
- * Labor Day (first Monday in September)
- * Thanksgiving and the day after (fourth Thursday and Friday in November)
- * Christmas (December 25)

Pivot will grant paid holiday time off to all eligible employees. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Only Regular full-time employees are eligible for holiday pay.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

If a recognized holiday falls during an eligible employee's paid absence (such as PTO or sick leave), holiday

pay will be provided instead of the paid time off benefit that would otherwise have applied. If eligible nonexempt employees work on a recognized holiday, they will receive holiday pay plus wages at their straight-time rate for the hours worked on the holiday. Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

Federal Family and Medical Leave Act

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition, granted for length of incapacity only; or
- for a serious health condition that makes the employee unable to perform the employee's job.
- a qualifying situation that may arise for a parent's, child's, or spouse's active duty or call to active duty in support of a contingency operation, or up to a maximum of twenty-six (26) weeks in a case involving leave to care for a qualifying recovering parent, child, spouse or next of kin (nearest blood relative) who is a service member in the Armed Forces.*The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition."

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

All employees requesting FMLA leave must provide the HR manager with verbal or written notice of the need for the leave. Within five business days after the employee has provided this notice, the HR manager will provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with Pivot's usual and customary notice and procedural requirements for requesting leave.

Within five business days after the employee has submitted the appropriate certification form, the HR manager will provide the employee with a written response to the employee's request for FMLA leave.

Pivot may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify their manager immediately. Regular full-time employees will be provided up to 3 days of paid bereavement leave. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their manager's approval, use any available paid leave for additional time off as necessary.

Pivot defines "immediate family" as the employee's spouse, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren.

Voting Leave

Voting leave will be granted in accordance with local state law.

Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

The leave will be unpaid. However, employees may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Benefit accruals, such as PTO, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact the Human Resources Department for more information or questions about military leave.

Jury Duty

Pivot encourages employees to fulfill their civic responsibilities by serving jury duty when required. Regular full-time employees may request up to 3 days of paid jury duty leave over any 1-year period.

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence.

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example, PTO benefits) or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their manager as soon as possible so that the manager may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

Weather Emergencies

It is the policy of Pivot to remain open at all times in order to maintain services for its clients. All employees are expected to use their best effort to report to work as scheduled on inclement weather days. In the event the weather is too hazardous for an employee to come to work due to the location of the employee and the respective

road conditions, the following will apply:

1. **Early Closing.** When a snowstorm or other inclement weather arrives during a workday, a decision may be made to dismiss employees early. Employees should not stop working early until they have received formal notification of a company-wide decision. Once that decision is made, employees will be informed by telephone about the details, including the official time of closing.
2. **Late Arrival.** A snowstorm or other inclement weather that occurs overnight may delay the timely arrival of employees to the office. When such severe weather strikes, you must also call your office after 7:00 am for information on any decision to open late.
3. **Snow/Ice Day/Tropical Storm.** The entire work day will be suspended only in extraordinarily difficult weather conditions.
4. **Only your office may declare a Snow/Ice Day/Tropical Storm/Hurricane.** If at all possible, such a decision will be reached no later than 7:00 a.m. You may call your office for information on whether a Snow/Ice Day/Tropical Storm/Hurricane has been declared by your office.
5. **Any days that are shortened by inclement weather may result in subsequent days being busier to make up for rescheduled work.** These days may result in schedules that are completed later than 5:00 pm.
6. **If hazardous weather conditions develop during the working day and the CEO officially decides to close an entire office early, employees will be paid for their full day (not to exceed 8 hours).**
7. **PTO may be used for any absence of the employee caused by weather if Pivot is officially open for business that day.** In the event an employee has no PTO Days available, they will be docked for the number of hours absent.
8. **Employees who are on a previously scheduled vacation or personal day will be paid vacation or personal pay as scheduled, regardless of closings due to weather emergencies.**

Health Insurance

Pivot's health insurance plan is a limited medical plan that satisfies the employer mandate provision of the Patient Protection and Affordable Care Act (PPACA). Our plan has both minimum essential coverage and minimum value that provides employees and their dependents access to medical coverage. We also offer other ancillary coverage such as dental, vision, disability, fixed indemnity, and life insurance benefits. Full-time and part-time employees, working the minimum hour requirements, would be eligible to participate based on each plan's specific eligibility criteria.

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between Pivot and the insurance carriers.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) Policy for more information.

A more complete description of benefit terms and exclusions are contained in the plan summaries. Access to the plan summaries and pricing are provided to eligible employees.

The above overview is intended only to highlight Benefits and should not be relied upon to fully determine coverage. If the above summary conflicts in any way with the Plan Document, the Plan shall prevail. Benefits are subject to change, but in the event of a change, Pivot will make its best efforts to notify you.

Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Pivot's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Pivot's group rates plus an administration fee. Pivot provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under Pivot's health insurance plan.

The notice contains important information about the employee's rights and obligations.

Acknowledgement of Anti-Harassment Policy

I certify that I have read and have access to a copy of Pivot's Anti-Harassment Policy. I understand that it is my responsibility to read this policy and ask my supervisor, a member of management or to telephone Pivot at 330-409-0325 with any questions I may have about this policy. I agree to comply with Pivot's policy on anti-harassment and understand failure to comply is grounds for disciplinary action, up to and including termination.

I also agree that if at any time during my employment I am involved in any employment dispute or I am subjected to any type of discrimination, including discrimination because of race, sex, age, religion, color, national origin, disability, marital, sexual orientation or veteran status, or if I am subjected to any type of harassment including sexual harassment, I will immediately contact my recruiter, supervisor, manager, director or Pivot's Human Resource Department at **330-409-0325** in order to obtain assistance in the resolution of such matters.

Employee Name (Please Print)

Employee's Signature:

_____ Date: _____

Acknowledgment of Workplace Safety Policy

I certify that I have read and have access to a copy of Pivot's WORKPLACE SAFETY POLICY. I understand that it is my responsibility to read this policy and ask my recruiter, supervisor, a member of management or to telephone Pivot at 330-409-0325 with any questions I may have about this policy. I agree to comply with Pivot's policy on Pivot's WORKPLACE SAFETY POLICY and I understand failure to comply is grounds for disciplinary action, up to and including termination.

I also agree that if at any time during my employment I am believe that I am working in an unsafe or dangerous work environment, I will immediately contact my recruiter, supervisor, manager, or President in order to obtain assistance in the resolution of such matters.

Employee Name (Please Print)

Employee's Signature:

_____ Date: _____

Acknowledgement of Employee Handbook and Employee-At-Will Statement

This is to acknowledge that I have read and have access to a copy of the Pivot Assigned Employee Handbook and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities and obligations of my employment with the company. I understand and agree that it is my responsibility to abide by the rules, policies and standards set forth in the Handbook.

I also acknowledge that my employment with Pivot is not for a specified period of time and can be terminated at any time for any reason, with or without cause or notice, by me or by the company. I acknowledge that no oral or written statements or representations regarding my employment can alter the foregoing. I also acknowledge that no manager or employee has the authority to enter into an employment agreement, express or implied, providing for employment other than at-will.

I also acknowledge that, except for the policy of at-will employment, Pivot reserves the right to revise, delete and add to the provisions of this Employee Handbook. All such revisions, deletions or additions must be in writing and must be signed by the CEO of the company. No oral statements or representations can change the provisions of this Handbook. I also acknowledge that, except for the policy of at-will employment, terms and conditions of employment with the company may be modified at the sole discretion of the company, with or without cause or notice, at any time. No implied contract concerning any employment-related decision, term of employment or condition of employment can be established by any other statement, conduct, policy or practice.

I understand the foregoing agreement concerning my at-will employment status and the company's right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and Pivot concerning the duration of my employment, the circumstances under which my employment may be terminated and the circumstances under which the terms and conditions of my employment may change. I further understand that this agreement supersedes all prior agreements, understandings and representations concerning my employment with the company.

If I have questions regarding the content or interpretation of this Handbook, I will bring them to the attention of my local recruiter or Pivot.

DATE: _____

EMPLOYEE
NAME: _____

EMPLOYEE
SIGNATURE: _____