



**2022**

# Employee Handbook

**TCW**Global

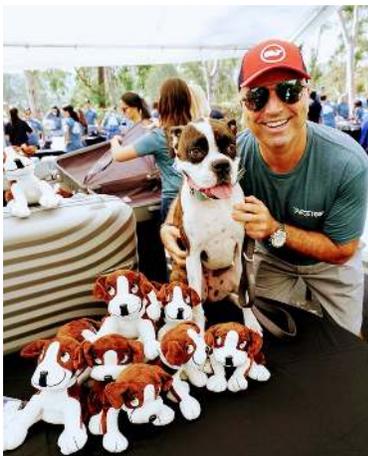


# TABLE OF CONTENTS

- Welcome** **1**
- Notice to Employees ..... 2
  
- Diversity** **3**
- EEO Statement ..... 3
- Anti-Harassment Policy ..... 3
- ADA/ADAAA Policy ..... 6
- Open Door Policy and Complaint Procedures ..... 7
  
- Employment** **8**
- Exempt or Non-Exempt ..... 8
- W-2s ..... 8
- Work Eligibility ..... 9
- Personnel Files ..... 9
- Separation of Employment ..... 9
  
- Compensation** **10**
- Meal and Rest Periods ..... 11
- Expenses ..... 11
- Garnishments ..... 11
- Overtime Pay ..... 12
  
- Employee Responsibilities** **12**
- Absence/Tardiness ..... 12
- Conduct ..... 13
- Confidential Information ..... 13
- Personal Appearance ..... 14
- Personal Items ..... 14
  
- Employee Benefits** **14**
- Healthcare ..... 14
- 401(k) Plan ..... 16
- Flexible Spending Account ..... 16
- Unemployment Insurance ..... 17
- Workers' Compensation ..... 17
  
- Leaves of Absence** **17**
- Vacation, PTO, and Holidays ..... 17
- Sick Leave ..... 17
- Family and Medical Leave (FMLA) ..... 18
- Military Leave of Absence ..... 18
- Personal Leave of Absence ..... 19
- Jury Duty ..... 19
  
- Safety and Security** **19**
- Drug and Alcohol Abuse ..... 20
- Safety Guidelines ..... 20
- Smoking ..... 21
- Workplace Violence ..... 21
- Medical Emergencies ..... 21
- Accident and Injury Reporting ..... 21
- Driving on Company Business ..... 22



# WELCOME TO TCWGLOBAL



### Welcome to TCWGlobal!

*We are excited to have you join the team! TCWGlobal is a unique company where we encourage you to pour your heart into your work, as well as your life. I want your experience at TCWGlobal to be nothing short of amazing. Our mission is to make working with TCWGlobal simple and enjoyable.*

*Together, as a team, we'll work to make TCWGlobal not only a better company, but a company that will continue to transform the industry. We are proud to be a must-have partner for our current clients and to introduce future clients to the amazing team at TCWGlobal.*

Samer Khoul  
President/CEO

## A Little About Us

Since 2009, WMBE Payrolling Inc. dba TCWGlobal has given organizations the ability to optimize and organize their Contingent Workforce programs with one fundamental goal in mind: to make the utilization of a contingent workforce **simple** for our clients.

How have we done that?

1. **Constant Alignment** – We want to meet and exceed your needs and expectations while also helping our clients achieve their goals. We strive to be one step ahead and create the trends that will make the industry and your life better.
2. **Memorable Service** – Our goal in every single touch point is to make your experience with TCWGlobal positive, memorable and impactful.
3. **Beautiful Design** – Everyone is unique and beautifully designed and brings something amazing to this world. We want to recognize that, celebrate that and encourage the intrinsic beauty in all of us.

This handbook provides, in general terms, answers to some of the **questions you may have** as an employee.

- Please visit our website ([www.tcwglobal.com](http://www.tcwglobal.com)) for additional employee benefits information, resources, and up-to-date news and information about the company.

## Hours of Operation

TCWGlobal's office hours are from 6:30 a.m. to 5:30 p.m. PST Monday through Friday.

The TCWGlobal office is closed on the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. In addition, we close early on Christmas Eve and New Year's Eve.

## Notice to Employees

WMBE Payrolling Inc. DBA TCWGlobal is your employer of record while you are being engaged to work with one of our clients. That means you will be working directly with our client, their management team, and typically at their facility. However, TCWGlobal will process your paycheck, issue your W2, provide healthcare benefits, and cover workers' compensation coverage.

Our client company will provide you with job duties, tasks, and manage your work performance. As such, our client will have additional policies and procedures that you are expected to follow. If you have any questions, please feel free to reach out to your Account Manager for more details.

This handbook is intended to reflect some of TCWGlobal's policies and procedures, but should not be considered an exhaustive list. Nothing contained within this handbook creates nor implies an employment contract. This Employee Handbook does not create any contractual rights, nor does it alter your employment relationship with TCWGlobal. TCWGlobal maintains its discretion to follow or not follow the policies found in this handbook at all times.

Additionally, TCWGlobal retains the right to unilaterally modify its policies and procedures at any time, with or without notice to the employee.

Nothing contained in this handbook is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment. TCWGlobal employees have the right to engage in or refrain from such activities.

For privacy and data security, please visit our dedicated site at [www.tcwprivacy.com](http://www.tcwprivacy.com). You can review our privacy policy, terms of use, and our End User License Agreement relating to both StaffingNation and Webcenter usage. Additional policies can be found on our websites located at: [www.tcwglobal.com](http://www.tcwglobal.com) and [www.staffingnation.com](http://www.staffingnation.com).

# DIVERSITY

## EEO and Anti-Harassment Policy

TCWGlobal and its clients are committed to building companies that reflect the true diversity of their communities.

TCWGlobal expressly prohibits any form of unlawful employee harassment or discrimination based on race, religious creed, color, national origin, ancestry, physical and/or mental disability, medical condition, genetic information, sexual and other reproductive health decisions, protective hairstyles associated with race, marital status, sex, gender, gender identity, gender expression, age, military and veteran status, citizenship, and sexual orientation. Improper interference with the ability of TCWGlobal employees to perform their expected job duties is absolutely not tolerated.

TCWGlobal complies with applicable state and local laws governing nondiscrimination in employment in every location in which our client companies have facilities. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

TCWGlobal prohibits harassment, discrimination, and retaliation by supervisors, managers, co-workers, and third parties, including suppliers or customers. All employees, independent contractors, interns, and volunteers are protected by this policy, where applicable.

If you feel you have been subjected to improper treatment due to discrimination or harassment, please report it to TCWGlobal immediately. TCWGlobal will work with your client representatives to identify an appropriate resolution.

## Sexual Harassment

### Introduction

TCWGlobal and its clients are committed to maintaining workplaces free from sexual harassment. All employees have a legal right to a workplace free from sexual harassment and all employees are expected to work in a manner which prevents sexual harassment. Employees are urged to report all instances of sexual harassment to both our client's management team and TCWGlobal directly. Employees can also file a complaint with a government agency or in court under federal, state, or local antidiscrimination laws. Sexual harassment protections apply to all employees, applicants, interns, contractors, and persons conducting business, regardless of immigration status, with TCWGlobal and its clients.

### Policy:

1. **Sexual harassment will not be tolerated.** Any worker who engages in sexual harassment or retaliation may be subject to remedial and/or disciplinary action (including possible termination). Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject TCWGlobal and its clients to liability. Harassers may also be individually subject to liability. **All employees are encouraged to report any harassment or behaviors that violate this policy.** TCWGlobal and its clients will provide all employees a complaint form for employees to report harassment and file complaints.
2. No worker shall be subject to adverse action because they reported an incident of sexual harassment, provided information, or otherwise assisted in any investigation of a sexual harassment complaint. TCWGlobal and its clients will not tolerate such retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. All workers who believe they have been subject to, or observed, such retaliation should inform a supervisor, manager, or human resources representative of the client and TCWGlobal.

3. TCWGlobal and its clients will conduct a prompt and thorough investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. The investigation will be kept confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.
4. Managers and supervisors are required to report any complaint that they receive, or any harassment that they observe or become aware of, to the client's Human Resources representative and their TCWGlobal Account Manager.

### **What Is "Sexual Harassment?"**

Sexual harassment is a form of sexual discrimination and is unlawful under federal, state, and certain local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to: words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance. Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment. Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

### **Examples of sexual harassment**

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.

- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, electronic or other materials that are sexually demeaning or pornographic.
- Hostile actions taken against an individual because of that individual’s sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying, or damaging a person’s workstation, tools or equipment, or otherwise interfering with or sabotaging the individual’s ability to perform the job;
  - Bullying, yelling, name-calling.

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

### **Retaliation**

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Such retaliation is unlawful under federal, state, and local law. Generally, workers are protected from retaliation when they engage in a “protected activity.” Protected activity occurs when a person has:

- made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment;
- opposed sexual harassment by making a written, verbal, or informal complaint;
- encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

### **Supervisory Responsibilities**

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior, or for any reason suspect that sexual harassment is occurring, are required to report such suspected sexual harassment to the client and TCWGlobal. Supervisors and managers who fail to report this behavior may be subject to disciplinary action. Supervisors and managers may also be subject to discipline for engaging in any retaliation.

### **Legal Protections and External Remedies**

Sexual harassment is not only prohibited by TCWGlobal and its clients but is also prohibited by state, federal, and local law. Employees may also choose to pursue legal remedies with governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney. If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may also constitute a crime. Contact the local police department.

### **NY Employees: State Human Rights Law (HRL)**

The Human Rights Law (HRL) applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) at no cost, or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged

sexual harassment. The one year or three years is counted from date of the most recent incident of harassment. If sexual harassment is found after a hearing, DHR has the power to award relief. DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: [www.dhr.ny.gov](http://www.dhr.ny.gov). Contact DHR at (888) 392-3644 or visit [dhr.ny.gov/complaint](http://dhr.ny.gov/complaint) for more information about filing a complaint.

## **EEOC**

The United States Equal Employment Opportunity Commission (EEOC) enforces federal antidiscrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a "Charge of Discrimination" complaint with the EEOC anytime within 300 days from the harassment at no cost. Federal courts may award remedies if discrimination is found to have occurred. Contact the EEOC by calling 1-800-669- 4000 (TTY: 1-800-669-6820), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov).

## **Local Protections**

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit [www1.nyc.gov/site/cchr/index.page](http://www1.nyc.gov/site/cchr/index.page)

## **Harassment**

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, religious creed, color, national origin, ancestry, physical and/or mental disability, medical condition, genetic information, sexual and other reproductive health decisions, protective hairstyles associated with race, marital status, sex, gender, gender identity, gender expression, age, military and veteran status, sexual orientation race, citizenship or any other characteristic protected by law or that of his/her relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct may include epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.

## **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 TCWGlobal 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 our company 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.

The company 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 TCWGlobal. Contact the Human Resource department with any questions or requests for accommodation.

## Open Door Policy

To maintain an open and productive working environment and one that is responsive to your problems and concerns, you are encouraged to discuss all issues with your onsite supervisor, onsite Human Resources team, and/or with TCWGlobal.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, may be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

### Complaints

When possible, TCWGlobal encourages individuals who believe they are being subjected to inappropriate conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. TCWGlobal recognizes, however, that an individual may prefer to pursue the matter through formal complaint procedures.

TCWGlobal encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

All complaints or information about harassment and/or discrimination will be investigated whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner and will be confidential to the extent possible. All persons involved, including complainants, witnesses and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation. Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- Upon receipt of complaint, the client and/or TCWGlobal will conduct an immediate review of the allegations and take any interim actions as appropriate. If complaint is verbal, encourage the individual to complete the "Complaint Form" in writing. If he or she refuses, prepare a Complaint Form based on the verbal reporting.
- Request and review all relevant documents, including all electronic communications, and phone records.
- Interview all parties involved, including any relevant witnesses;
- Create a written documentation of the investigation which contains the following:
  - A list of all documents reviewed, along with a detailed summary of relevant documents;
  - A list of names of those interviewed, along with a detailed summary of their statements;
  - A timeline of events;
  - A summary of prior relevant incidents, reported or unreported; and
  - The basis for the decision and final resolution of the complaint, together with any corrective action(s).

Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final

determination and implement any corrective actions identified in the written document.

Employees who feel they have been subjected to harassment, discrimination, or retaliation should immediately report the incident directly to their onsite supervisor, onsite Human Resources department, their TCWGlobal Account Manager, and/or TCWGlobal’s Human Resources Department.

Your Account Manager’s contact information will vary based on the client company you are on engagement with. Upon hire, you will receive the relevant contact information, including email address and a direct phone number. If you are not sure who your Account Manager is, you can call TCWGlobal’s main line, and you will be assisted.

You may also report concerns via TCWGlobal’s Compliance or Human Resources team. Contact information is listed below.

**TCWGlobal Contact Information**

<b>TCWGlobal Main Line</b>	<b>858-810-3000</b>	<a href="mailto:payroll@tcwglobal.com">payroll@tcwglobal.com</a>
<b>TCWGlobal Human Resources</b>	<b>858-810-3070</b>	<a href="mailto:hr@tcwglobal.com">hr@tcwglobal.com</a>
<b>HR Compliance</b>	<b>858-810-3018</b>	<a href="mailto:compliance@tcwglobal.com">compliance@tcwglobal.com</a>

Any reported allegations of harassment, discrimination, or retaliation will be investigated in a fair, timely, and thorough manner, by qualified and impartial personnel. Confidentiality will be kept to the extent possible throughout the investigation; however, the investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

# EMPLOYMENT

## Exempt or Non-Exempt

The Fair Labor Standards Act requires that most employees be paid overtime premium for all hours worked in excess of 40 in a workweek. These employees are considered “non-exempt.” Overtime must be approved in advance by the onsite supervisor. Employees who violate this policy may be subject to discipline, up to and including dismissal.

Some employees with qualifying job duties are exempt from overtime requirements. These employees are referred to as “exempt.”

Your state may have different wage and hour statutes and must be complied with as well. Please contact TCWGlobal if you have any questions.

## W-2s

Accessing your W-2s with TCWGlobal is easy! During onboarding, you may consent to electronic delivery and will receive your W-2s online. This means you can download them as soon as they become available. If you did not consent to electronic delivery during onboarding, reach out to your TCWGlobal Account Manager to reduce the paper clutter or you can register to receive just your W-2s instantly online through WebCenter. To do this, complete the following steps:

1. Login to WebCenter at [webcenter.TCWGlobal.com](http://webcenter.TCWGlobal.com)
2. Select “Manage W-2s” on the upper left side of the module.

3. Read through the disclosures on the W-2 information page.
4. Click “Click here to receive your W-2s **electronically.**”
5. Select the year of the W-2 you wish to download.

If you do not wish to have instant access to your W-2s, you may select “Click here to receive paper W-2s,” or do nothing. **Double check that your contact information is accurate with TCWGlobal to ensure you receive the paper W-2s. Please note that if you select this method, you may experience a delay in receiving your W-2s.**

## Work Eligibility

The Immigration Reform and Control Act of 1986 (IRCA) requires all employers operating in the United States to hire people legally eligible to work in the United States. You must prove your employment eligibility by showing support documentation listed on Immigration and Naturalization Service (INS) form M-274. The company complies fully with IRCA.

Verifications will be conducted, and each hiring authority will properly complete documentation. Without complete and proper documentation, you will not be considered an employee of TCWGlobal.

You must present sufficient documentation to legally establish your identity and your eligibility to work in the United States within 3 business days of your start date. Acceptable documents are listed in the instructions for completing the I-9 form. You must present original documents. Photocopies will not be accepted. Please use the same name shown on your documents on the I-9 form and all payroll forms. You are responsible for updating any eligibility documents before they expire.

**E-Verify:** TCWGlobal will provide your Social Security Number (SSN) to the Social Security Administration (SSA) and may also provide your SSN to the Department of Homeland Security (DHS) from your completed I9 form to verify authorization to work in the United States.

If the U.S. government is unable to verify your authorization to work in the United States, you will be given instructions and opportunity to contact the SSA/DHS before any adverse action is taken. Adverse action can include termination of employment.

If you believe TCWGlobal has violated its responsibilities per the E-Verify program or has acted in discrimination against a protected class please call the Office of Special Counsel at 1-800-255-7688, (TDD: 1-800-237-2515).

For more information please go to the following link to view the E-Verify Poster <https://www.TCWGlobal.com/wp-content/uploads/E-Verify-Posters.pdf>

## Personnel Files

Access to personal information contained in your personnel file is limited and its confidential nature is consistently safeguarded. Please visit [www.tcwprivacy.com](http://www.tcwprivacy.com) for more information.

References, credit checks, and similar requests will be answered only with a statement as to whether you are presently employed, your current or last job title, your work location, and your period of employment. Salary may be verified only if you give written permission. Otherwise, no personal information about you will be released to anyone outside TCWGlobal, unless required by law.

If, as an active employee, you wish to see your personnel file, contact TCWGlobal and arrangements will be made for

you to review it in the presence of a human resources representative. If you are a former employee, please provide a written request for your personnel file to [compliance@tcwglobal.com](mailto:compliance@tcwglobal.com) and we will comply in a timely manner.

## Separation of Employment

**Resignation:** Although we hope your employment with us will be a mutually rewarding experience, we understand that varying circumstances cause employees to voluntarily resign employment. Resigning employees are encouraged to provide two weeks' notice, preferably in writing, to facilitate a smooth transition out of the organization.

**Job Completion:** Your onsite supervisor and/or Account Manager will notify you upon completion of your engagement with TCWGlobal and its client. Our Job Placement Department may be able to assist you in your search for a new position. You may submit your updated resume to [resumes@tcwglobal.com](mailto:resumes@tcwglobal.com) or fax 858-810-3001, for future considerations. You can also view other open jobs at our Job Board, at [www.careers.TCWGlobal.com](http://www.careers.TCWGlobal.com). For more information on job placement assistance, email [resumes@tcwglobal.com](mailto:resumes@tcwglobal.com) or call 888-388-8873.

**Termination:** Most employees of TCWGlobal are employed on an at-will basis, and the client retains the right to terminate an employee at any time.

**Job Abandonment:** Employees who fail to report to work and fail to notify their onsite supervisor or Account Manager will be considered to have abandoned their position without notice. If the employee is unable to contact the company for any absence, he or she should ask a representative (such as a family member or friend) to do so on the employee's behalf. If the employee or a representative is unable to contact the onsite supervisor and/or TCWGlobal due to extreme circumstances (such as a medical emergency or natural disaster that prohibits the employee or his or her representative from contacting the company within three days), the employee or his or her representative must contact the company as soon as practicable to explain the situation.

**Return of Company Property:** The separating employee must return all company property at the time of separation, including uniforms, cell phones, keys, PCs and identification cards. Failure to return some items may result in deductions from the final paycheck, or further legal action.

**Vacation/Sick/PTO:** Vacation, Sick Time, and PTO payout policies differ by client and location. Contact your onsite supervisor or Account Manager for additional information.

## COMPENSATION

Federal Wage and Hour Laws require that employers keep accurate record of time worked and wages. Payroll time sheets are the most common method of keeping track of hours worked and are the method used here. All employees are expected to accurately record hours worked each week on a form provided by TCWGlobal, which can be accessed by logging onto [webcenter.tcwglobal.com](http://webcenter.tcwglobal.com). These forms record hours worked, and compensation. Your onsite supervisor must approve your time sheet each week.

Each employee should prepare his or her own time sheet. You should not ask another worker to prepare your time sheet, nor should you prepare another worker's time sheet. Falsification of a time sheet may lead to disciplinary action up to and including dismissal.

Employees are paid on a weekly basis unless the client company requests other payment arrangements. If you do not elect direct deposit, you will be issued a Rapid! paycard which is automatically loaded on each payday. Rapid! paycards are mailed to your home address within 7-10 business days and can be used like a debit card. To activate your card

and receive your funds, please use one of the following 2 options:

- Call Cardholder Services – (877) 380-0980, or
- Log onto the cardholder website - [www.rapidfs.com](http://www.rapidfs.com)

You will receive additional instructions regarding the use and features of your Rapid! paycard upon enrollment.

Direct deposit is our standard payment plan and is available at many area banks. If you choose to have your check deposited directly into your bank or credit union checking or savings account, you will receive an "Advice of Deposit," which details all withholdings and is similar to the check "stub" you would otherwise receive. Printable paystubs are also available online through your Webcenter account, at [webcenter.tcwglobal.com](http://webcenter.tcwglobal.com) under "Pay History" > View Printable Version." Unless otherwise indicated, your direct deposit net pay will be in your account on Thursday morning following each payday. Direct Deposit enrollment forms are available during onboarding or can be requested directly from your Account Manager.

Paychecks cannot be issued in advance of your regularly scheduled payday. Salary advances are not available.

## Meal and Rest Periods

Certain States mandate taking Meal and Rest Periods.

The scheduling of meal periods will be determined by your onsite supervisor in order to provide the least possible disruption to the company operations. Unless otherwise specified by the client company, meal periods will not be included in the total hours worked and are not compensable. Non-exempt employees are to be completely relieved of all duties while on meal breaks and must track their meal periods on their timecards.

If you work in a State that mandates rest periods, your rest period(s) are compensable. Rest breaks are not permitted to be either at the beginning or end of the workday to offset arrival and departure times. Employees are to be relieved of all duties during these breaks, including leaving the premises if desired.

TCWGlobal and its clients comply with all State and Local law regulating employee meal and rest periods. If you feel your manager has unfairly denied you of a legally protected meal or rest period, please report it to your Account Manager immediately.

Please make yourself familiar with your State's meal and rest period requirements by reviewing the links below. If you have any questions, you can reach out to your Account Manager or onsite supervisor.

For a list of State Rest Period Laws, please refer to: [www.dol.gov/agencies/whd/state/rest-periods](http://www.dol.gov/agencies/whd/state/rest-periods)

For a list of State Meal Period Laws, please refer to: [www.dol.gov/agencies/whd/state/meal-breaks](http://www.dol.gov/agencies/whd/state/meal-breaks)

### Breaks for Nursing Mothers

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed to express breast milk for the baby. Your client company should have a designated room, separate from a bathroom, for this purpose. Please reach out to your onsite supervisor for specific locations and additional information.

## Expenses

You must obtain authorization from your onsite supervisor at the client company before you may incur business expenses for which you will be requesting reimbursement. The Client Company must notify TCWGlobal of the

authorized expenses. If you are authorized to be reimbursed for business travel and/or business entertainment expenses, you should complete and submit an Expense Report immediately after expenses are incurred. If you are authorized to incur expense and your client company processes these expenses through TCWGlobal, you can access the Expense Report under the “Forms” section of our website, available here: [https://www.tcwglobal.com/hubfs/Worker\\_Materials/TCWGlobal\\_Expense\\_Report\\_With\\_Mileage.xls](https://www.tcwglobal.com/hubfs/Worker_Materials/TCWGlobal_Expense_Report_With_Mileage.xls). Or, go to the [TCWGlobal Employee Portal](#) and type in “Expense Report”. You will only be reimbursed for reasonable and necessary expenses which are authorized by the client. In no event are expenses to be submitted more than one (1) month after they are incurred. TCWGlobal reserves the right to decline payment for expenses, which are submitted more than one (1) month after they are incurred. Falsification of expense accounts -- regardless of the amount -- may be grounds for disciplinary action up to and including termination.

## Garnishments

A garnishment is a court order to an employer to withhold a sum of money from an employee's wages or salary.

Under Title III of the Consumer Credit Protection Act, no employer may discharge an employee because his or her earnings have been subjected to garnishment for a single indebtedness. No company representative should make any threat of discipline or dismissal for garnishment in connection with any single debt.

## Overtime Pay

Nonexempt employees who work more than 40 hours in a workweek (Monday, 12:00 AM, through Sunday, 11:59 PM) will be paid an overtime premium of time and one half. In some states, employees may also receive overtime based on hours worked in one day or based on consecutive days worked in a workweek.

For example, under California law, nonexempt employees must be paid daily overtime as follows:

- One and one-half times the employee's regular rate of pay for all hours worked in excess of 8 hours, up to and including 12 hours in any workday, and for the first 8 hours worked on the seventh consecutive day of work in a workweek.
- Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of 8 on the seventh consecutive day of work in a workweek.

Check with your Account Manager for more information on overtime pay in your specific jurisdiction.

Employees who anticipate the need for overtime to complete the week’s work must notify the onsite supervisor in advance and obtain approval before working hours that extend beyond their normal schedule. Failure to obtain prior approval may result in disciplinary action from the client or onsite supervisor. During busy periods, your onsite supervisor may require you to work extended hours.

**You must report any and all time worked on your timecards, including overtime hours.** If someone has instructed you not to report time worked, report it immediately to your TCWGlobal Account Manager, TCWGlobal Human Resources, or [payroll@tcwglobal.com](mailto:payroll@tcwglobal.com). Falsification of your timecard may lead to disciplinary action, up to and including termination.

## EMPLOYEE RESPONSIBILITIES

All Workers have certain responsibilities and obligations. Your first responsibility is to do a good job completing the

work assigned to you. Doing a good job implies other obligations on your part, such as mental alertness, good judgment, promptness, regular attendance, cooperation with co-workers, and compliance with work rules and rules of conduct.

We hope you will be a proud representative of TCWGlobal and will comply with TCWGlobal and its Client Company's required policies.

## Absence/Tardiness

If you will be absent from work for any reason, notify your onsite supervisor as far in advance as possible.

**Scheduled absence:** All time off must be requested in advance and submitted in writing to your onsite supervisor. All absences will be recorded. Contact your Account Manager immediately if you require a Leave of Absence.

**Unscheduled Absence:** The employee must notify his/her onsite supervisor as soon as possible regarding their unscheduled absence and at the latest, by the time the employee was to report to work. It is not permissible to be gainfully employed elsewhere while out on leave. Any employee doing so will be considered to have voluntarily resigned without notice and to not be in good standing at the time of resignation.

Absences due to illnesses or injuries that qualify under the Family and Medical Leave Act (FMLA), **if eligible**, will not be counted against an employee's attendance record. Medical documentation within the guidelines of the FMLA may be required in these instances.

Employees are expected to be punctual in reporting to work. Notify your onsite supervisor if you expect to be late. If advance notification is impossible, discuss the matter with your onsite supervisor as soon as possible. Failure to report to work or contact your onsite supervisor in a timely manner will be considered voluntary job abandonment without notice. Your termination date will be considered your last day actually worked.

Absenteeism or tardiness may interfere with your contributions and those of fellow employees and may lead to disciplinary action up to and including termination.

## Conduct

Your performance and professionalism are an important part of employee conduct.

Keep in mind that your client company will have specific rules, regulations, or codes of conduct that you are expected to follow. The following conduct guidelines are designed to benefit most client companies and the employees and acts as generally accepted guidelines for appropriate workplace behavior. Your onsite supervisor or management team will have the final say in what constitutes a violation of company policy. We expect you to use common sense and reasonable judgment at all times. Misconduct or inappropriate behavior are serious matters and can jeopardize employment.

The following are examples of some, but not all, situations that commonly result in counseling and/or disciplinary action up to and including termination:

- The possession, use, sale or distribution of illegal drugs on company time, on company premises or in company vehicles.
- The unauthorized possession, use, sale or distribution of alcoholic beverages on company time, on company

premises or in company vehicles.

- Being at work under the influence of alcohol or any controlled substance.
- The possession, use, sale or distribution of firearms or weapons on company time, on company premises or in company vehicles.
- Gambling on company time, on company premises or in company vehicles.
- Fighting, intimidation or harassment in any form (physical, oral or written) or use of abusive language on company time, on company premises or in company vehicles.
- Insubordinate or disruptive behavior.
- Sexual or other forms of harassment in the workplace, at work-related activities, and when socializing with coworkers, clients, and customers outside the workplace.
- Unsatisfactory work performance.
- Willful falsification of any record, report, or company document.
- Loitering or being away from your regular workplace without permission.
- Violation of company or client rules.
- Theft of company property or the personal property of fellow workers.
- Using or borrowing company property, including cars, equipment, tools and supplies, without authorization.

This list is not intended to be all-inclusive but is meant to serve as a guide for employees for appropriate behavior in the workplace.

## Confidential Information

Every business has information it considers “confidential” or “proprietary” information that must be guarded carefully. TCWGlobal and our client companies are no exception. There is a variety of information you may come in contact with that seems routine but may be proprietary and should not leave the company in a letter or e-mail, in conversation, or in improperly handled or mislaid documents. Technical know-how, future business plans, customer lists, financial information, details of sales campaigns, pricing of items, and other information are examples of confidential information and should not be disclosed. Do not disclose confidential financial data, or other non-public proprietary company information. Do not share confidential information regarding business partners, vendors, or customers.

Information communicated electronically, published in print, or posted on the Internet should not include remarks that would contribute to a hostile workplace, disclose confidential company information as described above, nor engage in or contribute to illegal or inappropriate activity.

One way in which we safeguard our electronic information is with password-protected access. If you have access to electronic information that is password protected, you are expected to maintain the confidentiality of that password. You should not disclose that password to anyone who does not have express authorization to receive it.

Nothing in the above policy should be interpreted as restricting employees’ rights to communicate their wages, hours, or other terms and conditions of employment. TCWGlobal employees have the right to engage in or refrain from such activities.

## Personal Appearance

Since many of the jobs with TCWGlobal and our client company include some public contact, neatness and appropriate attire are important to maintaining our professional image. The kind of work you do determines the type of clothing you should wear, and your attire should meet accepted professional standards and safety regulations. You may be required to wear a uniform, specialized clothing, or safety materials in order to perform your duties. Your onsite supervisor or client Human Resources department will advise you on appropriate attire and associated requirements

for your location. You should always strive to ensure clothing, appearance, and personal hygiene are appropriately businesslike and contribute to a pleasant working atmosphere for both co-workers and visitors.

## Personal Items

Neither TCWGlobal nor the client company are responsible for theft or loss of any personal items located in your work area. Any items of personal nature are the employee's responsibility to secure.

## EMPLOYEE BENEFITS

**\*\* For the most update information, please contact our benefits department or visit our website.**

### Healthcare

As a new hire, you may be eligible to participate in TCWGlobal's Medical, Dental, & Vision plans. Any questions should be directed to TCWGlobal's Benefit Department at [benefits@tcwglobal.com](mailto:benefits@tcwglobal.com) or 1-858-810-3000.

#### **Medical:**

TCWGlobal employees, who work at least thirty (30) hours per week, are eligible to participate in our group medical plan. Plans are effective the first of the month following thirty (30) days of employment with TCWGlobal. Please contact TCWGlobal's Benefit Department for plan information and eligibility or view the current medical summaries online at [www.tcwglobal.com/benefits](http://www.tcwglobal.com/benefits). If you are eligible to participate and you choose to accept coverage, enrollment forms must be completed, and the necessary premium must be paid.

#### **Dental:**

If you are an employee working at least thirty (30) hours per week, you and your dependents are eligible for our dental plans with an effective date of the first of the month following thirty (30) days of employment with TCWGlobal. Please visit [www.tcwglobal.com/benefits](http://www.tcwglobal.com/benefits) for current dental plan summaries and to enroll online.

#### **Vision:**

If you are an employee working at least thirty (30) hours per week, you and your dependents are eligible for our vision plans with an effective date of the first of the month following thirty (30) days of employment with TCWGlobal. Please visit [www.tcwglobal.com/benefits](http://www.tcwglobal.com/benefits) for current dental plan summaries and to enroll online.

Deadlines are strictly enforced, and benefits can only begin on the first day of the month. If you do not enroll in the health plans by the first of the month following thirty (30) days of your date of hire, you will be unable to enroll until the next Open Enrollment period or if you experience a Family Status Change (birth of a child, marriage, divorce, etc.). In the event of a Family Status Change, enrollment must occur within thirty (30) days of the event. Documentation will be required. Our carriers reserve the right to decline coverage.

Contact TCWGlobal Benefits Department for more details regarding eligibility requirements for yourself and dependents.

#### **ACA Compliance**

- TCWGlobal's medical plan meets minimum essential coverage, affordability qualifications, and individual mandate requirements under the Affordable Care Act. It is TCWGlobal's policy to comply with all ACA requirements for large employers. TCWGlobal monitors and audits all employee eligibility. TCWGlobal also manages benefits enrollments and provides the 1095c form for end of the year reporting to employees and form 1094c to the IRS.

## Continuation of Coverage (COBRA)

Under the Consolidated Omnibus Reconciliation Act (COBRA) you may arrange to continue, at your expense, your health and/or dental coverage for you and your eligible covered dependents for up to thirty-six (36) months, depending on the type of qualifying event that gave rise to the COBRA rights, if:

- Your employment terminates for any reason (except gross misconduct); or
- You are no longer eligible for coverage due to a reduction in your work hours.

In addition, your covered spouse and children may elect to continue medical and/or dental coverage for up to thirty-six (36) months if one of the following happens to you while you are actively employed:

- You die;
- You are divorced or legally separated; or
- Your children no longer meet coverage eligibility requirements. Please note that the continued coverage is not automatic. It is your responsibility to notify TCWGlobal if you are legally separated or divorced, or when your child no longer qualifies for dependent coverage.

You will receive a Statement of COBRA rights when you experience a loss of coverage. Please contact TCWGlobal's Benefits department at [benefits@tcwglobal.com](mailto:benefits@tcwglobal.com) or 1-858-810-3000 for more information on COBRA continuation.

## Statement of ERISA Rights

As a participant in the Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974(ERISA). ERISA provides that all plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office, all plan documents, including insurance contracts, and copies of all documents filed by the plan with the U.S. Department of labor, such as detailed annual reports and plan descriptions.
- Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator.

## Appeal Procedure

In addition to creating rights for you, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the plan reviewed and reconsider your claim.

If you have questions about this statement or about your rights under ERISA, you should contact the nearest area office of the U.S. Labor Management Services Administration, Department of Labor.

## 401(k) Retirement Plan

401(k) is a qualified retirement program offered to TCWGlobal employees as a means of tax deferring a portion of income. Employees may choose to contribute up to 90% of their pay each pay period, through pre-tax payroll deferrals,

up to the IRS annual limit. This allows you to reduce your current federal and state income taxes. Your maximum deferral percentage and/or dollar amount may also be limited by IRS regulations. A variety of investment accounts are available to you under TCWGlobal's plan. You choose which accounts your contributions are invested in.

TCWGlobal employees are eligible to join the plan the 1st of the month after 60 days of service. Deductions begin the 1st of the quarter after eligibility is met and the completed application is received.

## Flexible Spending Account

Full time employees working 30 hours per week or more may elect to set aside pre-tax dollars via payroll deduction into our Flexible Spending Accounts. It is important to estimate your annual contribution carefully, because the IRS requires that you forfeit any unclaimed funds in your account(s) after the closing date. If you enroll in a flexible spending account, a benefit card will be mailed to you.

**Health Care FSA** – You can contribute up to \$2,650 each year to cover qualified out-of-pocket costs such as; medical, dental and vision care deductibles, co-payments and/or co-insurance, eyeglasses, orthodontia expenses, and more.

**Dependent Care FSA** – You can contribute up to \$5,000 each year towards care for dependent children under the age of 13 who live with you and for whom you provide more than 50% support, or for any physically or mentally incapable dependent living with you.

You must submit claims for both accounts no later than 60 days after December 31 of each Plan Year. Unclaimed Health Care funds of up to \$500 will rollover to the next calendar year to be used in that calendar year.

Please visit [www.tcwglobal.com/benefits](http://www.tcwglobal.com/benefits) for information on all of TCWGlobal's employee benefits, full plan descriptions, claim forms, and enrollment forms.

## Unemployment Insurance

As an employee of TCWGlobal, you are covered by unemployment insurance. The company contributes to both state and federal funds to provide this important coverage for eligible employees.

## Workers' Compensation

As an employee of TCWGlobal, you are entitled to apply for Worker's Compensation in the event you have an accident while performing assigned job tasks during course of employment.

If you have an injury on the job, you must call or see your onsite supervisor and/or TCWGlobal (1-858-810-3000) immediately in order to complete the proper paperwork. You may be entitled to medical and hospital treatment relating to the effects of work-caused injury or illness. If the injury is found to be industrially related, the total cost of authorized medical and hospital care is paid directly by TCWGlobal's workers' compensation insurance carrier. You must be present for all medical appointments arranged for you (failure to keep appointments may jeopardize your right to benefits).

**To qualify for full coverage, it is important that you not go to your own physician immediately following your injury, unless an emergency has arisen, and you are unable to report to either TCWGlobal or onsite supervisor.** The exception to this is employees in California who have completed a Personal Physician Pre-designation form and have placed it on file with TCWGlobal.

Some other facts you should be aware of -- You may lose your right to workers' compensation benefits if you are injured while in a physical altercation, intoxicated, or injured because of your own serious and willful misconduct.

Please call TCWGlobal if you have any questions or to report any unsafe situation in any of our work areas.

Our Workers' Compensation carrier information is The Hartford, P.O. Box 14187, Lexington, KY 40512. Our insured name is: WMBE Payrolling DBA TCWGlobal; policy number: 57 WN S66200. The telephone number for The Hartford is 1-800-327-3636

## LEAVE OF ABSENCE

### Vacation, PTO and Holidays

Vacation, PTO, and holidays, if applicable, are determined and provided by your client company. Please contact your onsite supervisor or Account Manager for additional information.

### Sick Leave

Sick leave, if applicable, is determined based on local and state legislation, unless the client company provides a more generous policy. Please contact your onsite supervisor or Account Manager for additional information.

In certain cities, counties, and states, paid sick leave is required by law. Employees who work in an affected location will accrue paid sick leave based on hours worked up to the total annual cap and annual carryovers set forth by the relevant law or ordinance. Exempt employees are treated as working 40 hours per workweek, unless their usual workweek is less than 40 hours in which case, they will accrue paid sick leave based on the number of hours worked in their usually workweek. For more information, please review your jurisdiction's notice to employees at <https://www.tcwglobal.com/forms-legal> under the Paid Sick Leave tab.

Employees are allowed to use their paid sick leave by providing an oral or written request. If the need for paid sick leave is foreseeable (such as for scheduled medical appointments), employees must provide reasonable advance notice. If the need is not foreseeable, employees must provide notice of the need for the leave as soon as practicable. Employees must provide notice to their onsite manager and TCWGlobal Account Manager.

### Family and Medical Leave of Absence

In compliance with the Federal and State Family Leave Act, TCWGlobal offers up to 12 weeks of unpaid, job-protected leave for the following reasons:

- Incapacity due to pregnancy, prenatal medical care or childbirth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for a newly adopted child or a child placed in foster care with you (within 12 months of the placement);
- To care for yourself, spouse, child or parent with a serious health condition;
- For employees to address certain qualifying contingencies relating to a spouse, child, or parent

being called to or on active duty status in the National Guard or Reserves in support of contingency operation.

- A special leave entitlement for up to 26 weeks to care for a covered serviceman who has a serious injury or illness relating incurred in the line of duty on active duty.

Family leave is unpaid leave, although you may use any accrued sick leave or vacation time, if applicable, for any part of the twelve-week period. While you are on family leave, you will continue to be responsible for any medical/dental/vision benefit premiums.

You may request family leave if you have been employed by the same company for at least twelve (12) months and you worked at least 1,250 hours during the previous twelve (12) month period. If your leave qualifies as a family leave, you may take up to twelve (12) weeks of leave during any rolling twelve (12) month period. You may request a subsequent Family Leave 12 months after your previous Family Leave ended.

Some state, cities, and municipalities may have additional family medical/pregnancy leave options. For details, please contact TCWGlobal's Compliance team at 858-3010-3000 or visit: [www.dol.gov/whd/state/fmla](http://www.dol.gov/whd/state/fmla)

## Military Leave of Absence

Employees serving in the military are entitled to leave as stated in the Uniformed Services Employment and Reemployment Rights Act (USERRA), outlined below:

### Reemployment Rights

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

- You ensure that your employer receives advance written or verbal notice of your service;
- You have five years or less of cumulative service in the uniformed services while with that particular employer;
- You return to work or apply for reemployment in a timely manner after conclusion of service; and
- You have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained had you of not been absent due to military service or, in some cases, a comparable job.

### Right to be Free from Discrimination and Retaliation

If you:

- are a past or present member of the uniformed service;
- have applied for membership in the uniformed service; or
- are obligated to serve in the uniformed service; then an employer may not deny you any of the following because of this status:
  - initial employment;
  - reemployment
  - retention in employment;
  - promotion; or
  - any benefit of employment, because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including

testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

### Health Insurance Protection

- If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military.
- Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

This notice may be viewed at the U.S. Department of Labor website  
[www.dol.gov/vets/programs/userra/USERRA\\_Private.pdf](http://www.dol.gov/vets/programs/userra/USERRA_Private.pdf)

## Personal Leaves of Absence

Personal Leaves of Absence may be granted on a case by case basis, per your onsite supervisor. Generally, these types of leaves are not paid, and should not last longer than 30 days.

If granted, you are expected to return to work on your scheduled return date. Failure to return to work on the scheduled date will be considered a voluntary resignation. Extensions may be granted on a case by case basis.

## Jury Duty

You are encouraged to fulfill your jury duty obligations. In most jurisdictions, leave to serve on a jury will be unpaid. Whether you receive payment for time spent fulfilling your jury duty obligations is determined by the law of the state you are working in. Please reach out to your Account Manager for more details. Your current job or a comparable job will be held for you while you are serving on a jury. If the jury is out early or is not required to report for that day, you are expected to report to work.

## SAFETY & SECURITY

### Drug and Alcohol Abuse

TCWGlobal and its clients are committed to providing a workplace free from drug and alcohol abuse. We are concerned about the well-being of employees whose drug or alcohol use may affect their job performance as well as their safety and the safety and well-being of co-workers.

As stated in our Conduct Policy section, the possession, use, sale, or distribution of illegal drugs on company time, on company premises, or in company vehicles is strictly prohibited. The unauthorized possession, use, sale or distribution of alcoholic beverages on company time, on company premises, or in company vehicles is also prohibited, as is being at work under the influence of alcohol or any controlled substance.

TCWGlobal and its clients reserve the right to require a drug/alcohol test under the following circumstances: pre-employment; to comply with federal regulations; periodically for those in certain safety-sensitive jobs; when an employee is unfit for work and we have reasonable cause to believe he/she may be under the influence of drugs or alcohol; when we have objective evidence of drug presence in the workplace; after an accident if we believe drugs or alcohol may be a factor; and as necessary following an employee's participation in a drug or alcohol rehabilitation

program.

## Safety Guidelines

Every worksite has a unique set of potential safety hazards and respective policies. Your client management team will train you on how to complete the duties of your role safely. Additionally, it is important to be cautious and aware of your surroundings throughout your engagement, in order to safely navigate unexpected hazards.

Here are some common safety issues to be aware of:

- If safety equipment is necessary in your job, you are required to wear or use it while performing the work for which the equipment is furnished.
- Be alert to potential safety hazards and report them to your manager.
- Use of seat belts is required when driving on company business, or operating company-owned motorized vehicles; use of handheld cell phones while driving on company business is prohibited.
- Report all accidents and injuries at work to your onsite supervisor *immediately*.
- Ask your supervisor if you have any doubts regarding how to perform your job safely.
- Watch your footing—slip and falls are the most common cause of injury!
- Don't use makeshift ladders, such as chairs, boxes, or desks.
- Use proper tools and report defective materials/tools to your onsite supervisor immediately.
- Wear safe and appropriate clothing and equipment, such as goggles, masks, non-slip shoes, gloves, face shields, ear protectors, etc. Ask your onsite supervisor for specific recommendations.
- Avoid back strain by lifting with your legs, not your back. Ask for help or additional equipment, such as a dolly, if an object is too heavy.
- Treat injuries immediately. Take care of small scrapes and cuts via First Aid, and report more serious occurrences to your onsite supervisor or to TCWGlobal as soon as possible. If you have repeated ergonomic aggravation from performing your duties, please report
- Familiarize yourself with all nearby emergency exits and evacuation routes.
- Take care of your personal security, too. Be sure to lock personal items, including purses, briefcases and all valuables, in a secure place. Theft, vandalism or other security issues should be reported to your onsite supervisor and/or TCWGlobal.

### Accident and Injury Reporting

If you are injured while at work -- no matter how slightly -- notify your onsite supervisor immediately. Your onsite supervisor or TCWGlobal can assist in securing medical attention if necessary. In cases of serious injury, call an ambulance immediately (911) and inform your onsite supervisor and TCWGlobal that you have done so. For minor injuries, check with your onsite supervisor for a first aid kit.

A full report of all on-the-job injuries is required by state law and by our insurance carrier. Related authorized medical expenses are covered by Workers' Compensation insurance and may also include a disability benefit. Contact TCWGlobal for additional information regarding Workers' Compensation.

## Smoking

Smoking restrictions will vary by client. Check with your onsite supervisor to learn more about approved smoking locations. Keep in mind that your company may prohibit smoking and the use of tobacco products onsite in an effort to support a healthy lifestyle and safe work environment. Failure to comply with such smoking policies may lead to discipline, up to and including termination.

## Workplace Violence

TCWGlobal and its clients are committed to providing employees with a safe work environment. The company will not tolerate any form of violence, threats of violence, intimidation of others, harassment, coercion, or attempts to instill fear in coworkers, customers, vendors, contractors or others. Possession of weapons in the workplace, menacing behavior and “stalking” are all prohibited.

The company encourages employees who may be victims of domestic violence or suspect that a coworker may be a domestic violence victim, to report those concerns, in confidence, to your onsite supervisor or TCWGlobal. Certain states provide special protections and benefits to employees who are the victims of domestic violence. Every effort will be made to ensure the safety of the victim and others in the workplace. Affected employees will also be encouraged to seek counseling from a company-sponsored employee assistance program, the mental health provider associated with their health plan, or through the National Domestic Violence hotline: 1-800-799-7233.

Employees should report incidents of violations of this policy, or concerns that a violent situation may be pending, to their onsite supervisor or TCWGlobal’s HR Department at 1-858-810-3000.

All reports of incidents violating this policy will be taken seriously.

## Medical Emergencies

If you require medical attention for a serious illness or injury, call 911, then notify your onsite supervisor so that staff can direct ambulance and emergency service personnel. Also notify TCWGlobal as soon as practical.

For minor injuries, First Aid supplies are available at each client location. Ask your onsite supervisor for specific locations or reporting practices.

## Driving on Company Business

Certain positions with TCWGlobal require the operation of motor vehicles. Since operating a motor vehicle without a valid operator's license is against the law, if you hold such a position you must have a valid driver's license. If you drive a personal car on company business, you must also carry at least the minimum liability insurance required by state law listed below. Driving with a suspended or revoked license or without required insurance puts the company and you in a position of potential liability. The company may periodically review driving records and verifies state-mandated liability insurance coverage for employees who drive on company business.

Insurance Minimum limits of:        \$100,000 per person  
    \$300,000 per occurrence  
    \$50,000 property damage  
    or \$300,000 combined single limit

If you need a driver's license to do your job, and your license is suspended or revoked, you must immediately inform your onsite supervisor and cease to operate any motor vehicle on company time or for company business. If the operation of a motor vehicle is critical to job performance, your employment may be immediately suspended (pending reinstatement of your license) or terminated. Failure to notify your onsite supervisor of suspension or revocation of your driver's license or operating a motor vehicle on company business without a valid operator's license or, for personal cars, without required insurance coverage, will result in disciplinary action, up to and including termination.

Note also that when driving on company business or in company vehicles (including rental cars), employees are expected to use seat belts, as required by law. Employees are not permitted to use hand-held cell phones while driving on company business or while driving company vehicles (including rental cars). Hand-held phones should be used only when the driver can pull over to the side of the road in a designated parking area. Cell phones should not be used while fueling a vehicle. Use of a motorcycle or personal aircraft for company business is also prohibited.



## Acknowledgement Page

### **I have received my copy of the Employee Handbook.**

The employee handbook describes important information about WMBE Payrolling Inc. dba TCWGlobal, and I understand that I should consult my Account Manager regarding any questions not answered in the handbook. I have entered into my employment relationship with TCWGlobal voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either I or TCWGlobal can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.**

I understand and agree that no manager, supervisor, or representative of TCWGlobal has any authority to enter into any agreement for employment other than at-will; only the CEO of the Target has the authority to make any such agreement and then only in writing signed by the CEO of TCWGlobal.

This manual and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with TCWGlobal unless directly provided in writing by the Client Company as it relates to your specific engagement with that Client. By distributing this handbook, TCWGlobal expressly revokes any and all previous policies and procedures distributed by TCWGlobal which are inconsistent with those contained herein.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by TCWGlobal, and the Client Company reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated, and I understand that revised information may supersede, modify, or eliminate existing policies.

I further understand that my Client Company may provide additional policies and procedures that are specific to their worksites and may not be contained in this handbook. I understand that I am also expected to adhere to those worksite-specific policies and procedures. If those policies conflict with any information in this handbook, I understand that I am to contact my Account Manager for any clarification.

**I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at TCWGlobal is employment at-will, which may be terminated at the will of either TCWGlobal or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document.**

I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by TCWGlobal or myself

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

---

Employee's Signature

---

Employee's Name (Print)

---

Date