



# **TECHNICAL NEEDS NORTH, INC TEMPORARY EMPLOYEE'S HANDBOOK**

**DATED March 1st, 2009 AND SUPERSEDING ALL PREVIOUS HANDBOOKS**

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**BE ALERT!**  
**FOLLOWING SAFETY PROCEDURES**  
**KEEPS EVERYONE SAFE**

**THIS HANDBOOK HAS BEEN DRAFTED AS A GUIDELINE FOR OUR TEMPORARY EMPLOYEES. NOTHING CONTAINED ANYWHERE IN THIS HANDBOOK SHALL BE TREATED OR RELIED UPON AS A CONTRACT OR AN OFFER TO FORM A CONTRACT BINDING UPON TECHNICAL NEEDS NORTH, INC. (REFERRED TO AS “TNN” OR THE “COMPANY”) AS TO ANY BENEFIT, POLICY, PROCEDURE, OR OTHER TERM CONTAINED IN IT. NOTHING IN THIS HANDBOOK SHALL ENTITLE AN EMPLOYEE TO BE OR REMAIN EMPLOYED BY TNN, AND TNN AND THE EMPLOYEE SHALL EACH HAVE THE RIGHT TO TERMINATE THE EMPLOYMENT OF THE EMPLOYEE AT ANY TIME, WITH OR WITHOUT CAUSE OR ADVANCE NOTICE (I.E., “AT-WILL” EMPLOYMENT). TNN MAY, IN ITS DISCRETION, CHANGE OR ELIMINATE ANY BENEFIT, POLICY, PROCEDURE OR OTHER TERM IN THIS HANDBOOK AT ANY TIME WITHOUT NOTICE, AS PERMITTED BY APPLICABLE LAW, AND ANY SUCH CHANGE MAY APPLY TO EXISTING EMPLOYEES AS WELL AS FUTURE EMPLOYEES. ANY AGREEMENTS CONCERNING EMPLOYMENT TERMS MUST BE IN WRITING, SIGNED BY AN AUTHORIZED OFFICER OF THE COMPANY AND NO ORAL UNDERSTANDINGS OR REPRESENTATIONS AS TO EMPLOYMENT TERMS SHALL BE BINDING ON THE COMPANY.**

**NOTE ALSO THAT YOU ARE AN EMPLOYEE OF TNN AND ARE NOT AN EMPLOYEE OF ANY CLIENT (REFERRED TO AS “CLIENT”) OF TNN, EVEN THOUGH YOU MAY REPORT TO WORK AND PERFORM WORK ASSIGNMENTS FOR A CLIENT DIRECTLY. FURTHERMORE, NOTHING IN THIS HANDBOOK SHALL BE CONSTRUED AS PROVIDING YOU WITH ANY BENEFITS, PROCEDURES OR POLICIES FROM ANY CLIENT, AS PERMITTED BY APPLICABLE LAW.**

## **POLICIES AND PROCEDURES**

### ***Health Insurance***

The Company strives to make access to health insurance coverage available to its eligible temporary staffing employees. Insurance premiums for available health insurance coverage are paid by the employee. Employees who reside in Massachusetts may be eligible for health insurance coverage through the Massachusetts Health Insurance Connector program - They can be reached at 1-866-636-4654 x0592. Contact our Benefits Administrator at our corporate headquarters in Salem, NH (603-898-3000) for details and instructions regarding applicable health insurance access and enrollment procedures in other states.

### ***Equal Opportunity***

It is the policy of TNN to provide equal opportunity in employment to all employees and applicants for employment. No person shall be discriminated against in employment because of race, religion, color, sex, national origin, disability, or any other prohibited basis under applicable Federal and State law. TNN adheres to all guidelines of the Equal Employment Opportunity Commission and Americans with Disabilities Act and any similar requirements under applicable State law.

### ***Drug Use Policy***

- (1) It is a violation of TNN policy for any employee to possess, sell, trade, or offer for sale illegal drugs or otherwise engage in the illegal use of drugs on the job.
- (2) It is a violation of TNN policy for any employee to report to work under the influence of illegal drugs or alcohol.
- (3) It is a violation of TNN policy for anyone to use prescription drugs illegally. (Nothing in this policy precludes the appropriate use of legally prescribed medications.)

Some of our Clients have “Drug-Free Workplace” policies. You will be notified if your work assignment requires drug testing. Violation of this or the Client’s drug policy may result in immediate disciplinary action, including termination of employment.

### ***Family and Medical Leave Policy***

**Purpose:** To summarize the procedures of TNN with regard to family and medical leave under the Family and Medical Leave act of 1993 (“FMLA”).

**General:** Employees who have been employed for at least one (1) year, *and* for at least 1,250 hours during the preceding 12-month period are eligible for family and medical leave.

**Family or medical leave will be unpaid leave:** If leave is requested for an eligible employee’s own serious health condition, the employee must use all of his or her accrued paid vacation leave, sick leave or personal leave (if any). If leave is requested

for any of the other reasons listed below, an employee must use all of his or her accrued paid vacation and personal leave (if any). The remainder of the leave period will then consist of unpaid leave.

**Reasons for Leave:** All employees who meet the applicable time-of-service requirements may be granted a total of twelve (12) weeks of unpaid family leave and paid sick, vacation, and personal leave combined (during any 12-month period) for the following reasons:

- (1) the birth of the employee's child and in order to care for the child;
- (2) the placement of a child with the employee for adoption or foster care;
- (3) to care for a spouse, child or parent who has a serious health condition; or
- (4) a serious health condition that renders the employee incapable of performing the functions of his or her job.

This entitlement to leave for the birth or placement of a child for adoption or foster care will expire twelve (12) months from the date of the birth or placement.

**Application for Leave:** In all cases, an eligible employee requesting leave must complete an "Application for Family and Medical Leave" which the employee will need to obtain from and return to the Benefits Administrator. The completed application must state the reason for the leave, the duration of the leave, and the starting and ending dates of leave.

**Notice of Leave:** An eligible employee intending to take family or medical leave because of an expected birth or placement, or because of planned medical treatment, must submit an application for leave at least thirty (30) days before the leave is to begin. If leave is to begin within thirty (30) days, an employee must give notice to his or her immediate supervisor at TNN *and* to the Benefits Administrator as soon as the necessity for the leave arises.

**Medical Certification of Leave:** An application for leave based on the serious health condition of the employee or the employee's spouse, child or parent must also be accompanied by a "Medical Certification Statement" completed by the applicable health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition.

If the employee is needed to care for a spouse, child or parent, the certification must so state along with an estimate of the amount of time the employee will be needed. If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of his or her job.

**Restoration to Employment:** An employee eligible for family and medical leave – with the exception of those employees designated as “highly compensated employees” – will be placed at his or her old position if still available with the Client with equivalent pay, and other terms and conditions of employment. However, given the short term nature of temporary assignments, TNN cannot guaranty that an employee will be returned to his or her original temporary placement or that an equivalent placement with another Client will be immediately available. A determination as to whether a position is an “equivalent position” will be made by TNN.

**Return from Leave:** An employee must complete a “Notice of Intention to Return from Family or Medical Leave” before he or she can be returned to active work placement status. If an employee wishes to return to work prior to the expiration of a family or medical leave of absence, notification must be given to the employee’s supervisor at least five (5) working days prior to the employee’s planned return.

**Failure to Return from Leave:** The failure of an employee to return to availability for work placement upon the expiration of a family or medical leave of absence will subject the employee to immediate termination unless an extension is granted. An employee who requests an extension of family leave or medical leave due to the continuation, recurrence or onset of her or his own serious health condition, or of the serious health condition of the employee’s spouse, child, or parent, must submit a request for an extension, in writing, to the employee’s immediate supervisor at TNN. This written request should be made as soon as the employee realizes that she or he will not be able to return at the expiration of the leave period.

**Temporary Employee Status.** Nothing in this Family and Medical Leave Policy shall alter the “at-will” status of the employee, nor shall the employee have any right to continue work for any particular Client upon her or his return from said leave. The Company, however, shall use diligent efforts to place the returning employee at the same or an equivalent temporary placement position as soon as possible.

### ***Sexual and other Unlawful Harassment***

As your employer, we want you to have a positive environment in which to perform your job. Employees are expected to be cooperative and to contribute to a productive work environment that is free from harassment and other disruptive activity. No form of harassment will be tolerated on the basis of race, religion, color, sex, national origin, disability or any other prohibited basis under applicable Federal and State law, nor will there be tolerated unwelcome sexual advances or requests for sexual favors or other such conduct, which includes any harassment of a TNN temporary employee by any employees, supervisors, customers, or anyone otherwise associated with any Client. We encourage all TNN employees to report any suspected harassment to a staffing coordinator at your TNN branch office so that a thorough investigation can be conducted. In the event that you feel uncomfortable bringing the matter to the attention of a staffing coordinator, you may contact any other supervisor of TNN, who, to the extent possible, will treat the matter with the degree of confidentiality that you request. If it is determined that a TNN employee has unlawfully harassed another person,

disciplinary action up to and including termination of employment may result. If the harassment has occurred at the location of a Client, TNN will coordinate with the Client regarding such harassment and will take appropriate action.

### ***Safety Policy***

One of TNN's goals is to provide our Clients with safety-conscious, qualified temporary help. In the pursuit of this goal, the employees selected to work these assignments are performing their functions under supervision and safety rules established by (1) TNN's safety guidelines, and (2) our Client's standard safety procedures. Safety rules for TNN may be joined with safety rules of our Client by the Joint Labor Management Committee. No TNN employee may commence work until a safe and healthful work environment is present. No TNN employee will commence work until standard "Safety Rules and Regulations" and "Disciplinary Policy Relating to Workplace Safety" as outlined below are acknowledged as understood.

### ***Safety Rules and Regulations***

In addition to any safety rules of our Clients that you may be provided and required to follow, the following safety rules and regulations are mandatory for each TNN employee.

- A. Employee shall not perform any task he or she feels is unsafe.
- B. Employee shall wear appropriate work clothes and equipment, if required.
- C. Employee shall report all unsafe conditions and practices immediately to a supervisor and a TNN staff member.
- D. Smoking in unauthorized areas is strictly forbidden.
- E. Employee shall cooperate with members of TNN's Safety Committee regarding compliance with TNN's and our Client's safety procedures.
- F. Employee shall use common sense and care to prevent injury to him or herself and to others.
- G. Deliberate destruction of TNN's or our Client's property is not permitted.
- H. Consumption of alcoholic beverages or working under the influence of drugs is strictly forbidden.
- I. Employee shall never use defective tools or equipment and shall report any such item to his or her supervisor at the job site and to his or her staffing coordinator at TNN for immediate corrective action. If our Client does not take corrective action, employee shall report the continued unsafe conditions to the employee's staffing coordinator at TNN.
- J. Employee shall be responsible for putting away equipment, if applicable, when finished with the job.
- K. Employee will keep aisles and exits clear at all times and practice proper housekeeping.
- L. Employee shall immediately report any accidents, incidents, or injury to his or her supervisor at the job site of our Client. You must also report such accidents, incidents, or injury directly to your staffing coordinator at TNN.

**Insurance fraud is on the rise. Our insurance carrier's Fraud Division is committed to seek out and prosecute all who defraud their company.**

### ***Safety Incentive***

As an incentive to workplace safety, any TNN employee who recommends a safety feature which becomes adopted in our Client's regulations will be rewarded with 8 hours straight time bonus pay. All employees are encouraged to pursue this effort.

### ***Disciplinary Policy Relating to Workplace Safety***

As a condition of employment, all employees are required to comply with all safety programs and follow safety regulations of TNN and the Client in the interest of on-the-job accident prevention.

Disregard of safety practices, rules, instructions, or the welfare of fellow employees has no place at TNN or at our Client's place of business. This kind of behavior may lead to injuries, damage to products or equipment, and production delays.

Disciplinary action, up to and including termination of employment, may be taken in those cases where it is determined, in TNN's discretion, that an employee has not complied with the safety practices, rules, or policies of TNN or its Client.

### ***Work-Related Injuries***

As stated above, all work-related injuries are to be reported to your job-site supervisor immediately and to your TNN hiring branch immediately. In the case of a medical emergency, requiring immediate emergency medical attention, immediately call or ask someone else to call 911 for emergency medical assistance. In all other cases, except as otherwise provided under applicable law, workplace injuries must be initially treated by an approved network of physicians and providers who are referred and supported by TNN's designated managed care provider.

Our managed care plan for workplace injuries is supported by our worker's compensation insurance carrier. **This is not a health plan, but is specifically for work-related injuries only. Again, should an injury occur, report it to your supervisor immediately and to your TNN hiring branch office immediately and always call 911 in the first instance for medical emergencies requiring immediate emergency medical attention!**

The "Preferred Provider Directory" for workplace injuries will be readily available through TNN for you to review at any time. It contains a list of medical providers that are highly qualified to treat any injury sustained within the course of your employment. Please feel free to visit our Website at **www.techneeds.com** to familiarize yourself with your options should you injure yourself at work. Should an injury occur, you must select from the list of providers in order to ensure payment of your medical expenses.

There are exceptions to treatment within the designated network of Preferred Providers under TNN's managed care plan, which are as follows:

1. You may seek treatment outside the network if there is an emergency situation and care must be sought immediately.
2. If you have been receiving treatment with a physician for an injury within the last six (6) months and that injury re-occurs, you may treat with the same physician whether he or she is in the designated network or not. You should, however, inform TNN's managed care provider of the situation, as the provider must comply with the Managed Care criteria the network physicians adhere to.
3. If you are dissatisfied with the determination of disability made by the managed care provider, you may apply to the applicable Department of Labor Commissioner for the state in which your workplace injury occurred for authorization to obtain an independent medical examination by a provider of your choice (in or out of the provider lists).
4. You have the right to a second opinion at each level of treatment for a work-related injury but you must treat within the network.

Again, should an injury occur, report it immediately to your job site supervisor, seek appropriate medical treatment, concentrate on your recovery, and contact TNN hiring branch office with any questions regarding your medical care. We want you back to work as quickly and safely as possible! BE WELL!

### ***Return To Work Program***

Should you suffer a work-related injury or illness, you are urged to work together closely with your TNN Staffing Coordinator and TNN's managed care provider and/or the TNN Safety Manager so that you can return to work as soon as possible. If rehabilitation of an injury or illness is required, it will be coordinated by TNN's managed care provider. If your treating physician recommends light duty during recovery, every effort will be made by TNN to place you in a light duty position. If there is no such position available with the Client from whom you were working, then we will attempt to place you with another Client. If this is not possible then it may be necessary to discontinue your employment with TNN until a suitable position can be identified, in accordance with any legal requirement that may apply. It is extremely important that your return to work happens in a safe and timely fashion. Our staff is available to answer any questions you have, and assist you in any way we can. BE SAFE!

### ***Payday Policy***

Getting an accurate paycheck to you in a timely manner is paramount to this Company. **Your weekly hours must reach TNN by Monday 9:00 a.m. to make payroll.** If we do not receive your hours by this deadline, your paycheck will be delayed until the following week's payroll.

### ***Ways to Transmit Hours***

- Put your timecard in the U.S. mailbox Friday or Saturday on your way home from work.
- We have a timecard mailbox under the carport located at the Salem, NH office. Drop it off any time over the weekend.

- You can fax your timecard or scan and email it to [timecards@techneeds.com](mailto:timecards@techneeds.com) **before 9:00 a.m. Mondays** to (603) 893-7000. Make sure you fax a clean copy. **Any timecard we cannot read, will not be processed.** To insure we get your hours, mail the original. Do not call to see if we received your faxed timecard. With hundreds coming in, it is impossible for us to stop and look for just one.
- TNN plans to make on-line timecard submission available for temporary employees who work at certain designated Client job sites. Once this procedure is in place, temporary employees who work at designated Client sites will be able to enter their work hours on-line by logging onto TNN's website and following the on-line instructions. All on-line timecard submissions will be subject to review and approval by TNN or the Client. TNN will provide notice when this procedure becomes available.

### ***Stop Payment Policy***

If, for whatever reason, we are informed that your paycheck is not delivered by the Post Office within seven (7) calendar days from the day it was mailed, we will initiate a stop payment through our bank and reissue the missing paycheck, after the 48-hour waiting period required by the bank.

### **Direct Deposit and Pay Cards:**

Rather than receiving a paycheck, you may elect to receive payment your wages by direct deposit; you can view your weekly pay information at [www.techneeds.com](http://www.techneeds.com). If allowed in the State of your temporary employment under applicable law, you may elect to receive payment of your wages by a pay card. Please contact the Benefits Administrator of TNN to coordinate direct deposit; or, if allowed to use a pay card.

### ***Absenteeism***

If you will be out of work due to sickness, or for any other reason, you are responsible for notifying TNN in advance of missing work. If you work off-shift hours, you must contact your job supervisor at the Client's location directly. TNN expects notification, and a doctor's note for any absences in excess of one day. Failure to show up at your assignment without notification to TNN or your job supervisor one or more days will be considered job abandonment and grounds for immediate termination.

### ***Communication of Concerns***

Employees are encouraged to bring any work-related concerns or problems to the attention of a TNN staffing coordinator. We want to work with you to solve problems before they become irreversible. Often we can communicate your concerns to the Client and resolve the issue quickly.

### ***What We Expect of You***

TNN expects employees to be on time for work, follow instructions, to be cooperative and courteous, and to be productive in their jobs. Meeting our expectations and the expectations of the Client you are working for will increase your chances of re-hire by our firm. It may also improve your chances of being hired directly by our Client at the end of your assignment, subject to any restrictions that may apply for direct hire, and this record will be kept in your personnel file.

### ***OSHA Right to Know***

It is the policy of TNN to ensure that each employee is informed of their rights regarding the presence of hazardous chemicals in the workplace. "Right to know" is a Federal law administrated by the Occupational Safety and Health Administration (OSHA). The object of the law is to reduce the incidence of chemical source illness and injuries.

As a contract temporary employee, will be working at our client's facility or at a designated worksite. Under the law, you have a right know:

- 1) That Hazardous Communication Standards exist.
- 2) What chemicals are present at your work station or job site.
- 3) The avenues available to learn what chemicals are present and their potential danger to your health.

When you report for your assignment, you should inquire with your supervisor what chemicals are present at your work station or job site and the location of the Material Safety Data Sheets (MSDS). The MSDS outline detailed information describing the physical and chemical properties, physical and health hazards route of exposure precautions for safe handling and use, emergency and first aid procedures, and control measures. In addition all hazardous chemicals must be labeled or marked with information to include the identity of the hazardous chemicals and appropriate hazard warnings.

Remember there are obvious signs of the presence of chemicals including smell, fumes, and irritation. Some may not have these types of warning properties and their reaction too can only be felt through ingestion or absorption through the skin. In the same course of assignment, if you are unsure regarding the presence of chemicals or whether you have been provided adequate protection, check with your supervisor. He/She should be able to provide you with the necessary information.

If, after following the recommendations outlined above, you do not feel adequately informed then contact your TNN representative or recruiter.

### ***Internet, E-mail, and Telephone Use***

Please remember that if TNN or a Client provides you with access to the Internet, e-mail or a telephone system, it is for the sole purpose of increasing your efficiency to better meet TNN's and our Client's needs and expectations. Your Internet, e-mail, and telephone system use must be for TNN and Client business only. Any personal use of the Internet, e-mail or telephone system other than for TNN or Client business, including without limitation, uses related to pornography, obscenity, harassment, or gambling may subject you to immediate disciplinary action, up to and including termination. Because Internet, e-mail and telephone system availability is for TNN and Client business only, use of TNN's and any Client's Internet, e-mail or telephone system is not private and TNN and the Client may monitor the contents of your e-mails, telephone calls and the

Internet sites you visit, including without limitation deleted information, at any time. This policy is in addition to, and not in limitation of, any other policies and rules of a Client regarding same.

### ***Discipline***

Employees who violate any rules or policies in this handbook or perform other inappropriate or improper action may be subject to disciplinary action, up to and including immediate termination of employment.

### ***Voluntary Termination***

TNN requests a one-week notice to be given by professional staff and three-day notice given by manufacturing staff in the case of voluntary resignation. Immediately upon termination, you must return all Client and TNN property to TNN, including any badge, keys, or documents that may have been given to you by the client during your employment.

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**THERE’S ONLY ONE RIGHT WAY –  
THE SAFE WAY**