

Position Description
Heavy Duty Tow Truck Driver/Operator

Job Summary

- ◆ Provides professional, safe, quality towing, recovery and emergency road services for large trucks and vehicles.

Essential Functions

- ◆ Can effectively and safely handle towing and recovery jobs involving heavy trucks, equipment and large vehicles;
- ◆ Responds in an efficient and timely manner to all calls assigned or dispatched;
- ◆ Accepts assigned work schedule, including possible "On-Call" assignments for nights and weekends, as necessary;
- ◆ Assesses need and provides safe and appropriate attachment for recovery, uprighting, and towing of vehicles;
- ◆ Timely, safely, and promptly completes detailed invoicing and documentation of service provided;
- ◆ Maintains assigned tow truck and towing equipment in clean, neat, service-ready condition;
- ◆ Daily maintains required "Hours of Service" log book;
- ◆ Performs daily pre-trip inspection on assigned truck, submitting report at beginning of shift;
- ◆ Consistently complies with Company personal appearance and uniform standards.
- ◆ Assists in storage yard, office, and shop as needed;
- ◆ Attends mandatory monthly safety meetings;
- ◆ Stays up to date on safe handling procedures for hazardous materials;
- ◆ Driving, sitting, bending, lifting, hearing and responding to radio and telephone communications.; Performs such other duties as may be assigned by manager.

Job Qualifications

- ◆ Valid Class "A" Commercial Driver's License (CDL) and valid, Federal Department of Transportation Medical Card;
- ◆ Current motor vehicle record reflecting safe driving history;
- ◆ Holds or Attains National Certification for Heavy Duty Operators;
- ◆ Ability to speak, understand, and write English legibly ;
- ◆ Sufficient math skill to calculate invoices, i.e., adding, subtracting, percentage calculation;
- ◆ Functional knowledge of geographic area served;
- ◆ Basic mechanical understanding;
- ◆ Ability to safely lift 100 pounds.

Skill Required

- ◆ Familiarity with various vehicle makes and models; rates, requirements, invoice procedures, and service areas for different customers.
- ◆ Knowledge of safe attachment and towing procedures for vehicles towed;
- ◆ Proper use of mobile radios and pagers, map reading ability;
- ◆ Comprehension of directions, responding timely and efficiently to call assignments;
- ◆ Safe backing skills into tight quarters without damage to towed vehicle, customer's property, or tow truck;
- ◆ Accident scene management and safe vehicle recovery techniques, and of hazardous materials identification and handling;

Human Relations Skills

- ◆ Professional appearance and behavior;
- ◆ Positive attitude, customer service skill, tact, diplomacy, and ability to deal effectively with irate, or upset customers;
- ◆ Responds professionally when dealing with law enforcement personnel; Remains calm and rational in emergency situations;
- ◆ Outstanding communication/rapport building skills and team attitude in dealing with all other company personnel.

Acknowledgement

I have read the foregoing position description. I understand and agree to its terms and conditions and understand that my continuing employment with the Company in this position depends upon my meeting these job requirements.

(Signature)

Date: _____

(Print Name)

Witness: _____

Position Description and Performance Profile
Light and Medium Duty Tow Truck Operator

Job Summary:

Perform emergency road service, towing, accident recovery, and abandoned vehicle recovery using assigned truck and towing equipment correctly as trained. Present to the customer a professional self image and Company image through excellent service, safe operation, and timeliness. Maintain truck and equipment in compliance with Company guidelines. Perform necessary documentation timely and correctly according to procedures in effect.

Major Duties and Responsibilities:

- Arrive at work on time daily, ready for duty when shift starts;
- Provide towing and roadside assistance in a safe, professional, and timely manner, free of accident, injury, damage;
- Submit accurate invoices and appropriate payment on time for processing;
- Complete pre-trip inspection sheets daily;
- Maintain truck fluid levels according to manufacturer standards;
- Maintain consistently excellent attendance;
- Abide by all Federal, State, and Municipal laws, rules and ordinances and maintain a clean driving record;
- Maintain truck and equipment in a safe, clean state, operating it in a safe and professional manner;
- Consistently ensure quality customer service through professionalism, timely response, skill and courtesy;
- Maintain personal appearance and uniforms in compliance with established Company standards;
- Cooperate with all co-workers;
- Provide accurate and timely service when releasing vehicles from storage on weekend and after hours;
- Attend driver and employee meetings as requested for job and safety information;
- Attend training and achieve professional certification as directed by management;
- Study information provided by the Company to maintain and upgrade industry and job knowledge;
- Assist in training new employees when requested;
- Perform other duties, including dispatching, cleaning office and shop, and maintaining storage yard, as requested.

Job Qualifications:

- Possess correct and valid driver's license for weight of vehicle assigned.
- Live in geographical area which will allow timely response to calls from home after hours, as required.
- Present clean, well-groomed appearance.
- Demonstrate positive customer service attitude – both to co-workers (internal customers) and customers.
- Possess good English verbal communication, legible handwriting, and basic math functionality.
- No more than one preventable accident or two moving violations within three consecutive years.
- Ability to safely lift 75 pounds unassisted.
- Ability to sit in vehicle seat for extended periods, significant amount of driving, bending, lifting, listening to and responding to radio and phone communications.
- Successfully pass drug tests in compliance with Company Policy and Federal Motor Carrier Safety Regulations.

Acknowledgment:

I have read and understand this description of responsibilities and qualifications for my position as tow truck operator. I meet all of the qualifications, and I understand that my compliance with and my successful achievement of these expectations are requirements of my holding this position.

Driver Signature

(Print Name) _____ Date: _____

Witness

(Print Name) _____ Date: _____

1) Signed original to Employee file
2) Copy to employee

APPLICATION FOR EMPLOYMENT

Please Print:

 Social Security Number Position desired Salary expected

 Last Name First Name Middle Name

List any other name you have used (including maiden name, nickname, etc.) _____ None

Present _____
 Address Number and Street City State Zip code

Permanent _____
 Address (if different from present) Number and Street City State Zip code

() _____ () _____ () _____ () _____
 Home telephone Message telephone Cell phone Pager number

Are you 18 years of age or older? Yes No

If hired, can you present proof of your legal right to work in the United States? Yes No

Applying for: Regular full-time work Regular part-time work Temporary work (summer, seasonal, occasional)

Are you currently employed? Yes No

What days are you available for work? Mon Tue Wed Thu Fri Sat Sun

Willing to work overtime: Yes No Available to work weekends? Yes No Date available to start:

Are you willing to work any shift? Yes, shift preferred _____ No, shift willing to work _____

If required by the job, can you/are you willing to lift: 10lbs 20lbs 40lbs

How often are able you lift that amount? Seldom Occasionally Frequently

How did you learn about PriorityWorkforce Inc.? Employee referral Friend Internet Ad Other

Military service: Have you obtained any special skills/ abilities as the result of service in the military? Yes No

If so please describe: _____

Priority Workforce Inc. is an Equal Opportunity Employer

Applicant's Signature

Date _____

PERSONAL INFORMATION

Have you filed an employment application with us before? Yes, if so, when: _____ No

Have you worked for PriorityWorkforce Inc. before? Yes, date: _____ Supervisor: _____
No

Do you have any friends/relatives working for PriorityWorkforce Inc.? Yes No If so, please state:

Name _____ Relationship _____

Are you able to perform the essential functions of the job for which you are applying, with or without reasonable accommodation?

Yes No, describe functions that cannot be performed: _____

If hired, do you have reliable means of transportation to and from work? Yes No

REFERENCES

(List below two personal references who are not related to you and are not previous employers that we may contact)

Name	Address	Telephone Number

Emergency Contact Information (List below two personal references that we may contact in case of emergency)

Name	Address	Telephone Number

EDUCATIONAL RECORD

School(s) Attended	City & State	Grad Yes No	Course of Study	Diploma/Degree

Describe any specialized skills, training, apprenticeship, etc., i.e., mechanical or industrial; clerical and administrative skills (typing, word processing, office machine, etc.).

State any additional information you feel may be helpful to us in considering your application.

Applicant's Signature _____

Date _____

EMPLOYMENT EXPERIENCE

(List below the last five years of employment or the last four employers, including military service. Account for all periods of unemployment. You must complete this section even if you are attaching a resume. Start with most recent job.)

Employer	Date Employed		Job Title & Duties
	From	To	
Address			A.
Telephone Number(s)			
Type of Business			
Supervisor			
May we contact this employer for a reference? Yes No	Reason for leaving		
Employer	Date Employed		Job Title & Duties
	From	To	
Address			B.
Telephone Number(s)			
Type of Business			
Supervisor			
May we contact this employer for a reference? Yes No	Reason for leaving		
Employer	Date Employed		Job Title & Duties
	From	To	
Address			C.
Telephone Number(s)			
Type of Business			
Supervisor			
May we contact this employer for a reference? Yes No	Reason for leaving		
Employer	Date Employed		Job Title & Duties
	From	To	
Address			
Telephone Number(s)			
Type of Business			
Supervisor			
May we contact this employer for a reference? Yes No	Reason for leaving		

Indicate any Foreign language you can speak, read and/or write, check one or all that pertains:				Fluent	Good	Fair
Speak	Read	Write	Language:			

Applicant's Signature

Date

APPLICANT'S STATEMENT

(Please read carefully)

I certify that the information contained in this application is correct to the best of my knowledge. I understand that falsification of omission of material fact shall be grounds for rejection of this application or termination of my employment with PriorityWorkforce Inc. (the "Company") at any time regardless of the time elapsed before finding.

I shall produce applicable documents showing that I am a United States citizen or alien lawfully authorized to work in the United States within the time frame specified by PriorityWorkforce Inc. to meet the Immigration Reform and Control Act of 1986 requirements.

I authorize my prior employers, education institutions and other references listed on the application to give PriorityWorkforce Inc. any and all information concerning my previous employment and any pertinent information they may have, personal or otherwise. I release all persons or entities from all liability for any damage that may result from furnishing information to PriorityWorkforce Inc. I also release PriorityWorkforce Inc. and all of its employees from all liability for any damage that may result from PriorityWorkforce Inc.' reliance on the information furnished.

I shall keep in strict confidence all information concerning the business of PriorityWorkforce Inc. customers. I shall not accept or hold employment with others that might create a conflict of interest with PriorityWorkforce Inc.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any employment relationship with this organization is of an "at will" nature, which means that the Employee may resign at any time and PriorityWorkforce Inc. may discharge the Employee at any time with or without cause. It is further understood that this "at will" employment relationship may not be changed by any written document or by conduct unless an authorized executive of PriorityWorkforce Inc. specifically acknowledges such change in writing.

I understand that I am required to abide by and comply with all policies/regulations and safe practices of PriorityWorkforce Inc., including the following:

- I will not operate any vehicles, equipment, or machinery other than assigned by PriorityWorkforce Inc., for what I'm qualified and trained to operate.
- I acknowledge that I am not to work more than six (6) feet above or below ground level.
- I understand that I am not to lift anything over 40 pounds.
- I will contact PriorityWorkforce Inc. if I'm asked to do a task other than what I was sent to perform.
- PriorityWorkforce Inc. is a drug-free environment, and I acknowledge that I may be required to submit to drug-screening during/upon my employment process.

Applicant's Signature

Date

FOR PRIORITYWORKFORCE INC. USE ONLY

Prescreen Complete: Yes No

Interview Conducted by (print): _____

Reviewer's Name (print): _____

Was the candidate scheduled for Safety Orientation?: Yes No

Safety Orientation Date: _____ Time _____ am pm Safety Orientation Passed: Yes No

All safety related requirements have been met and forms are complete. This employee is eligible to be assigned. Yes No

All service related requirements have been met and forms are complete. This employee is eligible to be assigned. Yes No

PriorityWorkforce Inc. Safety Rep Signature

Date

PriorityWorkforce Inc. Service Rep Signature

Date

PriorityWorkforce

EMPLOYMENT AT-WILL AND ARBITRATION AGREEMENT

1. It is hereby agreed by and between myself, _____ [Print Name] and _____ (hereinafter "Company") that my employment shall not be for any specific duration and either the Company or I may terminate my employment relationship at any time, with or without cause and/or with or without prior notice. This express at-will acknowledgement supersedes any and all prior representations or understandings, whether written or oral, express or implied, between the Company and me.

2. I further agree and acknowledge that the Company and I will utilize binding arbitration as the sole and exclusive means to resolve all disputes that may arise out of or be related in any way to my employment, including but not limited to the termination of my employment and my compensation. The Company and I each specifically waive and relinquish our right to bring a claim against the other in a court of law, and this waiver shall be equally binding on any person who represents or seeks to represent me or the Company in a lawsuit against the other in a court of law. Both I and the Company agree that any claim, dispute, and/or controversy that I may have against Company (or its owners, directors, officers, managers, employees, or agents), or the Company may have against me, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act ("FAA"), in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. Sec 1280 et seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). The FAA applies to this agreement because the Company's business involves interstate commerce due to its purchases of equipment and materials from sources out of state, and because it provides services at locations in multiple states. Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination, harassment and/or retaliation, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended; or any other state or federal law or regulation), equitable law, or otherwise. The only exception to the requirement of binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, Employment Development claims, or as may otherwise be required by state or federal law. However, nothing herein shall prevent me from filing and pursuing proceedings before the California Department of Fair Employment and Housing, or the United States Equal Employment Opportunity Commission (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement). By this binding arbitration provision, both I and the Company give up our right to trial by jury of any claim I or the Company may have against each other.

3. All claims brought under this binding arbitration agreement shall be brought in the individual capacity of myself or the Company. This binding arbitration agreement shall not be construed to allow or permit the consolidation or joinder of other claims or controversies involving any other employees, or permit such claims or controversies to proceed as a class action, collective action, private attorney general action or any similar representative action. No arbitrator shall have the authority under this agreement to order any such class or representative action. By signing this agreement, I am agreeing to waive any substantive or procedural rights

that I may have to bring an action on a class, collective, private attorney general, representative or other similar basis. However, due to the nature of this waiver, the Company has provided me with the ability to choose to retain these rights by affirmatively checking the box at the end of this paragraph. Accordingly, I expressly agree to waive any right I may have to bring an action on a class, collective, private attorney general, representative or other similar basis, unless I check this box: []

4. I acknowledge that this agreement is not intended to interfere with my rights to collectively bargain, to engage in protected, concerted activity, or to exercise other rights protected under the National Labor Relations Act, and that will not be subject to disciplinary action of any kind for opposing the arbitration provisions of this Agreement.

5. In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or an otherwise qualified individual to whom the parties mutually agree, and shall be subjected to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedures Section 631.8 shall apply and be observed. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communication during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law.

6. This is the entire agreement between myself and the Company regarding dispute resolution, the length of my employment, and the reasons for termination of my employment, and this agreement supersedes any and all prior agreements regarding these issues, Oral representations or agreements made before or after my employment do not alter this Agreement.

7. If any term or provision, or portion of this Agreement is declared void or unenforceable it shall be severed and remainder of this Agreement shall be enforceable.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

Employee's Signature

Printed Employee Name

Date

MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This mutual agreement to arbitrate claims (the "Agreement") is entered into by and between Priority Workforce, Inc. ("Employer"), and _____ ("Employee") (together with Employer, the "Parties"), and is effective on the date it is signed.

1. Agreement To Arbitrate Claims. Except as otherwise set forth in this Agreement, the Parties each agree that final and binding arbitration shall be the sole and exclusive remedy for all Claims between the Parties. The Parties agree that their mutual promises herein, as well as Employee's employment by Employer on and after the date Employee signs this Arbitration Agreement, is sufficient consideration by each party for this Agreement.

2. Claims Subject To Arbitration. The term "Claims" shall mean all past, present, and future claims, disputes, and controversies of any nature in any way arising out of, relating to, or associated with Employee's employment with Employer, whether such claim is asserted by Employee against Employer or by Employer against Employee, except as otherwise required by law. All affiliated entities, predecessors, successors, owners, shareholders, directors, members, officers, employees, and agents of Employer are intended to be express beneficiaries of this Arbitration Agreement. Any Claim asserted against any such beneficiary arising out of, relating to, or associated with Employee's employment, or termination thereof, is governed by this Agreement.

3. Excluded Claims. This Agreement shall not apply to those claims prohibited by law from being resolved in arbitration, such as claims for workers' compensation benefits and unemployment insurance, or your right to file an administrative charge with the National Labor Relations Board, the Equal Employment Opportunity Commission, or any state agency charged with enforcement of fair employment practice laws. You may present such claims to the appropriate court or governmental agency, but you and the Company agree to arbitrate under this Arbitration Agreement all rights to any form of recovery or relief, including monetary or other damages.

4. Process. Any Claim under this Arbitration Agreement shall be resolved by final and binding arbitration conducted before a single arbitrator in Orange County, California. The arbitrator shall be mutually selected by the parties or, if the parties cannot agree upon an arbitrator, the arbitrator shall be selected pursuant to the procedure provided by the FAA. The parties shall have adequate pre-hearing discovery in preparation for the arbitration. The arbitrator shall prepare a written decision containing the essential findings and conclusions on which the award is based. The arbitrator shall apply the same substantive law, with the same statutes of limitations and same substantive remedies, that would apply if the claims were brought in a court of law.

5. Waiver Of Rights To Jury Trial And Class Action Procedures. **Employee and Employer each expressly waive their right to a jury trial in court.** In addition, Employee and Employer agree that all Claims must be arbitrated in an individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative action or proceeding. The arbitrator shall have no authority or jurisdiction (i) to sever, disregard, or refuse to apply this Section 5, or (ii) to conduct an arbitration, enter an award, or otherwise provide relief to any party, on a class, collective, or representative basis.

6. Complete Agreement; Interpretation; Severability; Governing Law. This Arbitration Agreement represents the complete agreement between Employee and Employer concerning the subject matter hereof and supersedes any prior discussions or representations relating to its subject matter. This Arbitration Agreement is governed by and enforceable under the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"). If for any reason the FAA is held not to apply to this Arbitration Agreement or any portion of it, the Arbitration Agreement shall, to that extent, be governed by and enforceable under the laws of the State of California.

BY SIGNING BELOW, I CONFIRM THAT I HAVE READ, UNDERSTAND AND AGREE TO COMPLY WITH THIS ARBITRATION AGREEMENT.

_____ Date	_____ Employee Name (Print)	_____ Employee Name (Sign)	_____ Social Security Number
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_____ Date	_____ Company Representative Name (Print)	_____ Company Representative (Sign)
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BACKGROUND CHECK DISCLOSURE

In connection with your application for employment, or if you are hired, at any time during your employment for other employment purposes, to the extent permitted by applicable law, Priority Workforce (hereinafter "the Company") may seek background information about you from a consumer reporting agency. This information may be in the form of consumer reports and/or investigative consumer reports.

The scope of the reports may include information concerning your character, general reputation, personal characteristics, and mode of living. The reports may also contain information about your motor vehicle records, civil and criminal court records, educational history, employment history, credit history, personal references, social media activities, and other background information. The information in the report will be obtained from private and public records sources, and in the case of an investigative consumer report, will include personal interviews as described above.

You have the right to request information about the nature and scope of any investigative consumer report about you that is requested by the Company. The request must be made in writing and within a reasonable period of time after you have received this disclosure.



BACKGROUND CHECK AUTHORIZATION

I certify that I have received, read, and understand the *Background Check Disclosure, A Summary of Your Rights Under the Fair Credit Reporting Act* (provided with this Background Check Authorization).

I hereby authorize Priority Workforce to obtain from a consumer reporting agency, consumer reports and/or investigative consumer reports about me in connection with my application for employment, and if hired, at any time during the course of my employment, to the extent permitted by law.

I hereby authorize law enforcement agencies, public and private schools, federal, state and local agencies and courts, credit bureaus, information bureaus, current and former employers, financial institutions, licensing agencies, governmental agencies, the military, and other individuals and entities to provide any and all information that is requested by Candid Research, Inc.

_____ Last Name	_____ First Name	_____ Middle Name	
_____ Address			
_____ Maiden Name or Other Name Used	_____ Phone No.	_____ Email	
_____ Date of Birth	_____ Social Security No.	_____ Driver's License No.	_____ State Issued

List all cities, counties, and states in which you were a resident or employed during the past seven (7) years:

_____ Address	_____ City	_____ State	_____ Zip Code
_____ Address	_____ City	_____ State	_____ Zip Code
_____ Address	_____ City	_____ State	_____ Zip Code
_____ Address	_____ City	_____ State	_____ Zip Code
_____ Address	_____ City	_____ State	_____ Zip Code
_____ Address	_____ City	_____ State	_____ Zip Code

I agree that my electronic signature is the legal equivalent of my handwritten signature.

☐ Yes, I wish to receive a free copy of my report. Please send to my ☐email or ☐mail to address listed above.

_____ Signature	_____ Printed Name	_____ Date
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2017.01.16



ADDITIONAL STATE LAW NOTICES

If you live, or are applying for a position in, any of the states listed below, please review the additional notice that applies to you concerning the Company's procurement of a background report about you from a consumer reporting agency (the "Agency").

California Only: The Company will procure the background report from the following consumer reporting agency or such other agency that the Company may retain in the future: Candid Research, Inc., 3111 N. Tustin Street, Suite 280, Orange, CA 92865 (714) 974-5430. Candid Research's privacy policy can be found at www.candidresearch.com. I understand that I have the right to access my file as maintained by Candid Research, Inc. during normal business hours. By submitting proper identification and paying any duplication costs, I have the option of requesting a copy of my file (1) via mail, or (2) in person at the Candid Research, Inc. office during normal business hours and on reasonable notice (I may be accompanied by one other person, provided that person furnishes proper identification). I also may receive a summary of the file by calling Candid Research, Inc. Candid Research, Inc. will have trained personnel available to explain my file as well as any coded information contained therein. A more detailed "Summary of Your Rights Under California Civil Code Section 1786.22" has been provided with this form.

Massachusetts Only: If you contact the Agency, you have the right to know whether the Company ordered an investigative consumer report about you. You also have the right to receive a copy of any investigative consumer report that the Company has ordered when that report is complete.

Minnesota Only: Upon written request, the Agency will make a complete and accurate disclosure of the nature and scope of the report provided to the Company. Minnesota law requires the Agency to provide this disclosure within five days after the request is received or the consumer report is requested, whichever is later.

New Jersey Only: Upon request, the Agency will send you a copy of any investigative consumer report about you received by the Company.

New York Only: I hereby acknowledge that I have received and read a copy of Article 23A of the New York Correction Law. I understand that upon written request, I will be advised by the Company if any further checks are requested and will be provided by the Company with the name and address of the consumer reporting agency. I may receive and inspect a copy of the report by contacting the Agency.

Washington Only: If you make a written request to Company within a reasonable time of this notice, the Company will provide a complete and accurate disclosure, in writing, of the nature and scope of any investigative consumer report that has been requested. The Company will provide the disclosure, by mail or otherwise, within five days after receiving your request or after requesting the report, whichever is later. You also have the right to ask the Agency to provide you with a summary of your rights under the Washington Fair Credit Reporting Act.

Signature

Printed Name

Date

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FIRST MEAL PERIOD WAIVER AGREEMENT

Employee's Name (Please print) _____

I agree to waive meal periods as follows:

First Meal Period

- I understand that I am entitled to an unpaid meal period of not less than 30 minutes for every five (5) hour period of time worked. However, I understand that I can waive the meal period when my total day's work will be completed within a work period of not more than six (6) hours.
- Accordingly, I agree to waive the meal period whenever my total day's work will be completed within a work period of not more than six (6) hours.

I enter into this agreement freely and voluntarily. I understand that I may revoke this agreement in writing at any time.

Employee's Name: _____

Signature: _____ Date: _____

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SUBSTANCE ABUSE

The Company strives to maintain a workplace free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. Misuse of alcohol or drugs by employees can impair the ability of employees to perform their duties, as well as adversely affect our customers and customers' confidence in the Company.

Employees are prohibited from using or being under the influence of alcohol while performing company business, while operating a motor vehicle in the course of business or for any job-related purpose, or while on the Company's premises or a worksite.

Employees are also prohibited from using or being under the influence of illegal drugs while performing company business or while on a company facility or worksite. You may not use, manufacture, distribute, purchase, transfer or possess an illegal drug while on the Company's premises, while operating a motor vehicle for any job-related purpose or while on the job, or while performing company business. This policy does not prohibit the proper use of medication under the direction of a physician; however, misuse of such medications is prohibited. If you cannot perform all essential functions of your job satisfactorily, even with reasonable accommodation, because you are taking prescription or over-the-counter medication, we may require you to see a physician at our expense. You may also be obliged to take a leave of absence if the doctor finds that you cannot do your job safely and efficiently because you are using prescription or over-the-counter medication.

Employees who violate this policy may be disciplined or terminated, even for a first offense. Violations include refusal to consent to and comply with testing and search procedures as described herein.

The Company may require a blood test, urinalysis, hair test or other drug or alcohol screening of employees suspected of using or being under the influence of drugs or alcohol or where other circumstances or workplace conditions justify such testing. The refusal to consent to testing may result in disciplinary action, including termination.

Conviction for the illegal use, sale, or possession of narcotics, drugs, or controlled substances off-duty or off-premises may also result in termination. If you plead guilty or are convicted of a drug-related crime, you will lose your job.

Inspection of Work Stations and Personal Belongings

The Company reserves the right to search work stations, vehicles, cabinets, desks, briefcases, purses, backpacks, coats, lockers, lunch boxes, tool boxes and other personal property of employees, and their contents for illegal drugs, alcohol, weapons and stolen property, collectively referred to as "contraband." We will conduct searches only when there is reasonable cause to believe that an employee has contraband in their possession. However, any contraband in plain view may be confiscated. "Reasonable cause" means facts that would lead a person of

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reasonable prudence and knowledge to believe that contraband is located on the person or in the area being searched.

When contraband is not in plain view, but there is reasonable cause to believe that contraband is on company property, we will ask your permission to conduct the search. You have no reasonable expectation of privacy in, and may not withhold permission for our searches of company supplied containers, including desks, cabinets, lockers and company vehicles.

Employee's Name: _____

Signature: _____ Date: _____

PriorityWorkforce

TO: PriorityWorkforce Associates

FR: Human Resources

RE: California Sick Leave

Dear Associate:

The California State Legislature has enacted AB1522, commonly known as the "California Sick Leave Act". This new law takes effect July 1, 2015.

Please note the "What You Need to Know" below

California Sick Leave Facts

- 1) You will accrue one (1) hour of paid sick leave for every 30 hours of work that you perform. This is inclusive of regular hours, overtime hours and double time hours
- 2) You can accrue up to forty-eight hours of paid sick leave **however you can only use 24 hours per calendar year**
- 3) A maximum of 24 unused sick leave hours will be rolled over to the next calendar year
- 4) Paid sick leave use and accrual are **calendar year** specific
- 5) You cannot "cash out" unused sick leave
- 6) You cannot use your sick leave until you have been employed for **90** calendar days
- 7) Your California Sick Leave accrual and use is clearly indicated on your paycheck
 - a. If your balance/accrual is not displayed on your paycheck, contact your branch immediately
 - b. If you believe that your balance/accrual are incorrect, please contact your branch immediately
- 8) By law, California Paid Sick Leave can only be used for:

Yourself or a family member, for preventive care or diagnosis, care or treatment of an existing health condition, or for specified purposes if you are a victim of domestic violence, sexual assault or stalking.

- Family members include the employee's parent, child, spouse, registered domestic partner, grandparent, grandchild, and sibling.
- Preventive care would include annual physicals or flu shots.

How to use California Sick Leave

- 1) You **must** contact your dispatch branch within 24 hours of your missed shift to apply for California Sick Leave benefits
- 2) If there is an emergency that prevents you from contacting the branch within 24, exceptions will be made on a case by case basis
- 3) **NO** requests for California Sick Leave will be honored if submitted to your branch more than five (5) calendar days after your missed shift

Above all, please note that California Sick Leave is administered by PriorityWorkforce and not by your work-site.

California Sick Leave "Don'ts"

- 1) DO NOT request California Sick Leave from the Client site manager
- 2) DO NOT address questions regarding California Sick Leave to your Client site manager
- 3) DO NOT try to use California Sick Leave for a personal day, Holiday day pay, or vacation

This is a new, State mandated program. We know that there will be bumps in the road. We appreciate your patience and understanding as we work through all of the pieces of California Sick Leave.

Sincerely,

PriorityWorkforce