



**Employee**

**Handbook**

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## **Welcome**

Welcome! It is my pleasure to welcome you to Landrum Professional Employer Services, Inc. (Landrum Professional). As President and CEO of Landrum Professional, I am pleased that we have the opportunity to work with your jobsite employer and handle many of your employment-related needs. Landrum Professional is one of the country's leading Professional Employer Organizations (PEO). Our primary focus is to deliver high quality service to you and to our client (your jobsite employer).

By teaming with Landrum Professional, your jobsite employer has the opportunity to provide you with top quality services and programs. By turning some of its administrative responsibilities over to Landrum Professional, your jobsite employer is free to concentrate on making your workplace more productive and your organization more successful. Everyone benefits from that!

We will handle many of the administrative employment tasks while your jobsite employer will direct your work and day-to-day assignments, determine your compensation and otherwise conduct the business of the organization.

This handbook is your guideline for understanding Landrum Professional's services and the policies that apply to your employment. For instance, it covers the important issues of workplace safety, benefits, employment status and other personnel matters. I encourage you to review it carefully. If you have any questions, don't hesitate to contact your Landrum Professional representatives. We have assembled a team of top professionals to answer your questions and deliver to you the best service possible. Our team is here to serve you. We look forward to a positive relationship.

Again, welcome to Landrum Professional!

H. Britt Landrum, Jr.  
President/CEO

## 1. Our Relationship

Landrum Professional is a Professional Employer Organization (PEO). In that role, your jobsite employer and Landrum Professional become co-employers. As a co-employer, Landrum Professional is the employer of record for payroll, tax reporting, benefits administration, workers' compensation insurance (unless specified otherwise) and other administrative purposes. Your jobsite employer is responsible for hiring and firing, making compensation decisions, directing your work and otherwise running its organization.

If there is a difference in the policies and procedures in this handbook and those of your jobsite employer, Landrum Professional's policies will prevail unless otherwise noted in writing or preceded by valid contract with your jobsite employer (such as a prior employment contract, union agreement or non-compete agreement).

Landrum Professional is a people-oriented company with a reputation for quality and compassion. We care about your health, safety at work and fair treatment on the job. We also care about our clients and understand their need for employees who maintain their standards. The success and future of our company depends on our ability to successfully perform a variety of functions for you and our clients. We invite your suggestions for improvements and urge your total commitment to quality in your work.

Landrum Professional respects your confidentiality. Personal identity information (including but not limited to name, social security number, address, telephone number and financial information) provided to Landrum Professional by you or your jobsite employer is considered strictly confidential information for Landrum Professional's administrative purposes only. Landrum Professional does not reproduce, sell or share personal information with any unauthorized parties (including but not limited to marketing companies, banks, vendors or mortgage companies). Confidential information will only be released if we receive a signed waiver from you, a legal subpoena, a court order or as otherwise required by law.

**This Employee Handbook is a guideline, not a contract of employment, and is intended to provide you with information on a variety of employment-related matters. Except for the Dispute Resolution Policy, the policies, benefits, and procedures summarized in the handbook, as well as other information provided, are all subject to modification or cancellation by Landrum Professional or your jobsite employer at their**

**discretion and without prior notice to employees.**

## **2. Employee Information and Guidelines**

### **A. Equal Employment Opportunity**

Landrum Professional's firm policy is that all persons are entitled to equal employment opportunity regardless of race, color, religion, sex, national origin, age, disability, marital status or veteran status. In compliance with all federal and state civil rights laws, Landrum Professional advises its clients to make every effort to employ and promote the most qualified individuals without regard to the above factors. If you have a disability and need reasonable accommodations, you should request such accommodations from your jobsite employer. Contact Landrum Professional if additional assistance is needed.

### **B. Employment-At-Will**

Unless you have signed a written employment contract with your jobsite employer, your employment with Landrum Professional and your jobsite employer is considered to be "at will". This means that either you or Landrum Professional (and/or your jobsite employer) can end your employment or change the conditions of your employment at any time for any reason not prohibited by law. This provides everyone with the flexibility and freedom to determine whether there is a continuing "good fit" between employer and employee.

### **C. Probationary Period**

Newly hired employees are considered on probation for the first 90 calendar days of employment. During this 90 day period, your jobsite employer may review your work and attendance and determine if you will become a regular employee. Probationary employees are generally not eligible for employee benefits, paid holidays or vacations that may be offered by your jobsite employer. The completion of the 90 day probationary period should not be considered a guarantee of continued employment. All employment is "at will" and you may be evaluated on a continuing basis. Your jobsite employer and Landrum Professional reserve the right to end the employment relationship at any time during or after the probationary period.

### **D. Landrum Professional Hours of Operation**

Landrum Professional's normal operating hours are 8:00 a.m. - 5:00 p.m. Monday through Friday, **Central Time Zone**. Calls made to the

office after closing will be answered by an automated voice mail system. Your call will be returned as soon as possible after the office re-opens. **Special instructions apply for reporting work-related injuries. See Safety/Workers' Compensation.**

#### **E. Employee Hours of Work**

Your hours will be set by your jobsite employer. Various factors (such as workloads, operational efficiency, staffing needs and client working schedules) may require your jobsite employer to alter your starting and ending times at any time. The beginning and ending of the standard workweek will be given to you by your supervisor. **Punctual and consistent attendance is a condition of employment.**

#### **F. Employment by Landrum Professional**

Your employment with Landrum Professional is conditioned upon full completion of all Landrum Professional employment documents and satisfactory completion of all required employment-related testing and screening.

#### **G. Full-Time Employment**

Unless notified differently, the benefits described in this handbook apply only to full-time regular employees. Other policies apply to all employees. You will be considered a full-time regular employee, for Landrum-sponsored programs, if you *consistently* work a minimum of 30 hours per week after completion of the probationary period. You will not be considered full-time if you are classified as a temporary, substitute or seasonal employee, even if your hours exceed 30 hours per week for a portion of the year. Eligibility requirements for other plans vary by client.

#### **H. Overtime Pay**

Unless you are exempt from overtime pay requirements, you are only authorized to work overtime if requested or directed by your jobsite supervisor or other authorized manager. If asked to work overtime, your cooperation is expected and appreciated.

Non-exempt employees who qualify for overtime pay will be paid according to state and federal law at the appropriate overtime rate. If you believe that you have not been properly paid, it is your responsibility to immediately contact Landrum Professional's Human Resource Manager at 850-476-5100 or 800-888-0472 who will review

the issue with your jobsite employer.

**I. Deduction from Exempt Employee Salary**

If you are exempt from overtime pay, Landrum Professional and your jobsite employer do not authorize pay deductions from your salary except as permitted under the Fair Labor Standards Act. If you feel an improper deduction has been made from your pay, you must immediately notify your Landrum Professional Human Resources Manager at 850-476-5100 or 800-888-0472 who will review the deduction with your jobsite employer.

**J. Duty of Loyalty and Confidentiality**

**Your jobsite employer expects you to be loyal to the company and to protect confidential information. You should avoid any personal or commercial activities that compete with or are contrary to your jobsite employer's interest.** Information obtained through your work should be considered privileged and confidential information. In some cases, it is protected by law. Unless specifically authorized by your jobsite employer and applicable law, you should not discuss any medical, engineering, manufacturing, sales, operational, financial, personnel or customer/patient information about the organization. Information about other employees is also confidential. Medical, social security, bank account and insurance information about other employees is highly confidential and protected by state and federal law. You should not review or disclose confidential information about any other employee or customer/patient unless specifically required by your job or authorized by the affected person. Any employee who violates this policy may be subject to immediate dismissal.

**K. Conflict of Interest**

While employed by your jobsite employer and/or Landrum Professional, you should not engage in outside activities or employment that create a conflict of interest, or even present the appearance of a conflict of interest.

**L. Client Property**

All work and/or product you produce while working for your jobsite employer and Landrum Professional is the sole property of your jobsite employer.

### **M. Your Immediate Supervisor**

The person you are assigned to report to at work is your immediate supervisor. This is the individual to see first if you have any questions, complaints, problems or suggestions. If your complaint or problem involves your supervisor and you are uncomfortable in discussing the matter with your supervisor, you are encouraged to take advantage of Landrum Professional's "Open Door Policy" outlined in this handbook.

### **N. Absenteeism/Tardiness**

Being ready for work and beginning on time will make you more productive and valuable to your company. Absenteeism and tardiness represent a serious loss to you and your organization. If your absence is unscheduled, you are missed, others have to complete your duties and work scheduling becomes difficult. This causes a hardship on your organization and your co-workers. It is important that you be at work on time every day you are scheduled.

If you are going to be absent or late, **you must personally notify your supervisor before the start of your shift.** Notifying a fellow employee or leaving a message is not sufficient. If you fail to report to work without proper notification, your jobsite employer and Landrum Professional may consider you to have "abandoned" your job.

### **O. Termination**

Since employment with Landrum Professional is based upon continuing mutual consent, you, Landrum Professional or your jobsite employer may terminate employment at any time for any reason, not prohibited by law. This rule applies unless you have a specific written contract with your jobsite employer which provides otherwise.

You are requested to give two (2) weeks written notice if you plan to discontinue your employment for any reason. This notice is required by some jobsite employers before you can be paid for any accrued leave (if your jobsite employer provides that benefit). In addition, as a terminating employee, you are required to notify Landrum Professional prior to your last day of work to coordinate address changes for tax reporting purposes, to arrange for applicable insurance cancellation or extension under the COBRA requirements, and/or to address other details as necessary. All property belonging to your jobsite employer and/or Landrum Professional (including equipment, keys, cell phones, badges, pagers, computers, papers,

etc.) must be returned to the appropriate person(s).

**If your employment is terminated (for any reason) by you or your jobsite employer, you must contact Landrum Professional's Reassignment Coordinator at 850-476-5100 or 800-888-0472, ext. 104, within three business days to discuss possible reassignment. Failure to do so could result in denial of unemployment compensation benefits.**

**P. Verification of Employment**

You should list Landrum Professional as your employer of record for insurance purposes, loan applications, deduction orders, and in other instances where employment information or salary verification is requested. Print and complete the Release Form for Employment Verification found on our website, [www.landrumprofessional.com](http://www.landrumprofessional.com) and fax it to our office. Other forms on our website include the W-4 form to change your federal withholdings and the Change of Address form. Please notify us when your address changes to ensure prompt delivery of all mailed items.

**Q. W-2 and Personnel Information**

There are several ways to receive copies of pay stubs, previous year's W-2, employment dates, etc.

To request paper copies of these documents, Landrum Professional will require written consent from you (authorization for information), before information will be provided. The request and consent must contain a description of the item sought, your name and your social security number. You may fax your request to 850-476-1939 or mail it to Landrum Professional Human Resources 6723 Plantation Rd P.O. Box 15698 Pensacola, Florida 32504, Attn: Documents Management Department

With appropriate password protection, you can access your payroll information over the Internet through Access Landrum, [www.LandrumProfessional.com](http://www.LandrumProfessional.com).

For personal changes, such as address, phone numbers, and emergency contact information, please fax requests to 850-476-1939 or mail to Landrum Professional Human Resources 6723 Plantation Rd P.O. Box 15698 Pensacola, Florida 32504, Attn: Switchboard.

**Your signature and social security number are required on all**

**information requests. Without this information, the request will not be processed.**

Also, if you wish to have your employment verification or pay stubs faxed or mailed to a different location, the address or fax number, along with the name of the person and company receiving the information, must be added to the request.

### **3. Policies**

#### **A. Landrum Professional's Open Door Policy**

We want to help you be successful in your employment. Our door is always open to you. If your complaint relates to harassment or discrimination, please use the reporting procedure in the policy below.

If the complaint relates to any other type of problem (for example, if you feel you are not being treated fairly or if you have any type of job-related problem that prevents you from performing at your best level including but not limited to improper treatment by supervisors or co-workers, compensation problems, retaliation or any other type of problem or complaint), you are required to take advantage of the following Open Door procedure which we have developed to handle any type of job-related complaint or problem:

1. First, discuss your concern with your immediate supervisor. If the issue isn't resolved to your satisfaction or if you aren't comfortable going to your supervisor for any reason, please proceed to step 2.
2. Second, discuss your concern with your jobsite employer's owner or general manager. If the issue isn't resolved to your satisfaction, please proceed to step 3,
3. Third, immediately notify Landrum Professional's Human Resources Manager at 850-476-5100 or 800-888-0472. **Landrum Professional will make every effort to help resolve the situation, but we have to be made aware of the problem to be able to assist you.**
4. Finally, if you are not satisfied with the answer you receive in the third step, please submit your problem or complaint in writing, within three days of notification of the decision at the third step, to the President of Landrum Professional, H. Britt Landrum, Jr., who will advise you of a final decision.

**If you feel uncomfortable discussing a problem or complaint with**

**your supervisor, the owner or manager, you may skip the first two steps and proceed with step three, contacting Landrum's Professional Human Resources Manager.**

**Of course, you are always free to contact us regarding any problem that you have, even if it is personal in nature.**

## **B. Discrimination and Harassment Policy**

Landrum Professional and your jobsite employer are committed to providing a work environment free of all forms of discrimination and harassment based upon race, sex, color, religion, national origin, age, disability, marital status, veteran status or any other legally protected status. As an employee, you have an obligation to refrain from discrimination and harassment. With regard to sexual harassment, no one (male or female) should be subjected to unsolicited and/or unwelcome sexual overtones, comments or conduct, either verbal or physical.

Sexual harassment refers to behavior that is not welcome, is personally offensive, fails to respect the rights of others, lowers morale and interferes with our work effectiveness. Sexual harassment may be overt or subtle. Forms of harassment include demands for sexual favors, sexual innuendos, suggestive comments, jokes of a sexual nature, sexual propositions, threats, sexually suggestive objects, E-mails, pictures and suggestive or offensive gestures or touching.

Harassment is verbal or physical conduct that denigrates or shows hostility or aversion towards a person because of sex, color, race, religion, national origin, marital status, veteran status, age or any other protected category. It includes but is not limited to epithets, slurs or negative stereotyping, threatening, hostile or intimidating acts, and written or graphic material that denigrates or shows aversion towards a person.

**Remember...any incident of discrimination or harassment, sexual or otherwise, is unacceptable.** If you should find yourself subjected to conduct which may violate this policy or makes you uncomfortable in your work, here are the appropriate steps you must take:

- 1. First, tell the offending party to stop the conduct.**
- 2. Second, immediately contact Landrum Professional's Human**

Resource Manager at 850-476-5100 or 800-888-0472. **Landrum Professional will make every effort to help resolve the situation, but we have to be made aware of the problem to be able to assist you.**

All claims will be promptly, thoroughly and impartially investigated and corrective action will be taken where appropriate. Employees who make good faith complaints of discrimination or harassment will be protected against retaliation. You should immediately report any retaliation under the complaint procedure set forth in this policy. Confidentiality will be protected to the extent possible. Any violation of this policy may result in disciplinary action up to and including unpaid suspension and/or dismissal.

If you have any questions about this policy or how to make a complaint, contact Landrum Professional's Human Resources Manager at the telephone numbers above.

### **C. Dispute Resolution Policy**

Landrum Professional hopes that all employment-related disputes, claims and complaints can be resolved through Landrum Professional's Open Door Policy or its Discrimination and Harassment Policy. This gives you, your jobsite employer, and Landrum Professional a fair chance to resolve any problems promptly and efficiently. However, if a dispute, claim or complaint cannot be resolved informally through the Open Door Policy, Landrum Professional's Dispute Resolution Policy must be followed.

The policy requires any person with an employment-related dispute or claim not resolved through the Open Door Policy or the Discrimination and Harassment Policy including but not limited to claims related to harassment, discrimination and/or retaliation, to first utilize voluntary non-binding mediation through a mutually agreeable mediator. Either party has the right to be represented by counsel of their choosing at the mediation. Unless otherwise mutually agreed, all mediation shall be held in Pensacola, Florida.

If not resolved by mediation, the dispute must be resolved by binding arbitration in Escambia County, Florida (or other county mutually agreed to) by an impartial arbitrator selected in compliance with the voluntary arbitration rules of the American Arbitration Association. The arbitrator shall have the authority to award all statutory remedies. The terms of this policy apply to all disputes or claims, including

statutory or common law claims, relating to or arising out of matters pertaining to employment, including unlawful employment, discrimination, harassment and/or retaliation prohibited under state and federal civil rights laws. The policy also applies to retaliation claims under state workers' compensation and whistle-blower laws, failure to hire claims, and claims of retaliation, wrongful termination, and contract, compensation, benefits claims and wage and hour disputes.

This policy is to be interpreted in accordance with the substantive law of the State of Florida and does not alter the at-will nature of an employee's employment. These are the exclusive procedures for resolving such disputes, other than as required by law.

#### **D. Workplace Violence Policy**

For everyone's safety, it is important to keep the work environment free from threats and acts of violence. Verbal or physical threats, fighting, possession of firearms on the premises of Landrum Professional or its clients except as allowed by law, and other improper conduct toward supervisors, customers or co-employees are prohibited. Threats and acts of workplace violence, **including those made in jest**, are not appropriate in the workplace. Violation of this policy may result in disciplinary action up to and including unpaid suspension and/or dismissal. All employees should help enforce this policy by immediately reporting all threats or acts of workplace violence to your supervisor and Landrum Professional's Human Resource Representative at 850-476-5100 (in Pensacola area) or toll free at 800-888-0472 (if outside the Pensacola area).

#### **E. Electronics Usage Policy**

All office, telephone and computer equipment, software and supplies are the sole property of your jobsite employer and should not be utilized for personal or non-business use. **You should have no expectation of privacy in telephonic, facsimile or internet transmissions, computer files, disks and records, voice mail systems and all computers and files are subject to review and inspection at any time.**

Your jobsite employer has spent substantial resources to build and provide electronic communications systems, including telephone equipment, facsimile and scanning equipment, electronic mail (e-mail), computer systems, voice mail, and internet access. Misuse

or inefficient use of these systems can jeopardize your organization's mission through decreased productivity, strained resources and increased liability.

Unless specifically authorized by your jobsite employer, employees may not remove any information from the jobsite employer's premises, whether in hard copy, on a disk or flash drive or via electronic transfer.

### **Privacy and Confidentiality**

Landrum Professional and your jobsite employer reserve the right to review, intercept, monitor, access and disclose all matters on their electronic communication systems, at any time, with or without employee notice, during or after working hours, and may monitor any employee's use of these systems. Matters reviewed may include, without limitation, current or past telephonic and other transmissions (incoming and outgoing), voice mail, text messages, e-mail, internet usage, sites visited, and data and program files entered, left or stored in these systems. Internet access is for authorized users only.

**Personally owned electronic equipment that can record or transmit information, including but not limited to cell phones, camera cell phones, flashdrives, disks and PDAs could pose a potential risk to confidentiality. Employees are expressly prohibited from using such devices for purposes that are illicit, illegal, discriminatory or determined by the company to be a risk to confidentiality.**

### **Inappropriate Behavior**

Employees are expressly prohibited from accessing internet sites or chat rooms containing sexually explicit, discriminatory or obscene material or other controversial sites such as violence, racially inflammatory and hate speech sites and engaging in activities that are unlawful or, in Landrum Professional and your jobsite employer's sole discretion, threatening, abusive, offensive or that involve illicit transactions, gambling or other conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law.

### **Security**

Employees may not attempt to evade user authentication or security of any technology asset (host, network or account) or participate in

any act of vandalism or destruction of programs, hardware or data. This includes, but is not limited to, impersonating another user, logging into server or an account that the employee is not expressly authorized to access and accessing data not intended for the employee, probing the security of other networks or launching attacks on any network using company technology assets.

Further, because of the potential for computer viruses transmitted over the internet, it is incumbent on all to exercise care and judgment when downloading data and application software. Downloaded software is to be used in accordance with its license agreement.

### **User Responsibilities**

It is your responsibility to maintain the confidentiality of all passwords. In the rare case that business needs dictate that a password must be shared, the password's original owner is responsible for all actions taken under that password. The password should be changed as soon as the business need no longer exists. Only in the event of a legitimate business need should you access information or retrieve any stored communication unless authorized to do so or unless you have received prior authorization from an approved company representative.

### **Solicitation or Personal Use**

Voice mail, E-mail, company-issued cell phones and internet communications have been established for business use only.

Prohibited use of e-mail, voice mail and internet communications include, but are not limited to, soliciting outside business ventures, personal shopping, advertising for personal enterprises, soliciting for non-company related purposes, visiting web sites for personal use or other personal usage.

Electronic forms of communication are formal methods of communication and should be treated as such. Therefore, every effort should be made to maintain professionalism and etiquette in using voice mail, text messages, e-mail and forms of internet communication.

### **Use of Cellular Phones in Motor Vehicles**

Employees using cellular phones for any purpose while conducting company business in a vehicle are required to pull over to a safe

location for the entirety of the phone conversation.

### **Social Networking**

While employees are welcome to participate in forms of social media/social networking outside of work, employees are expected to avoid conflicts of interest, remain respectful to both Landrum and jobsite employers, avoid offensive, defamatory or dishonest statements, respect the privacy of other employees, maintain the confidentiality and privacy of all company-related information and never make false or misleading statements.

**Violation of any portion of the Electronic Communications Policy is grounds for disciplinary action up to and including immediate dismissal.**

### **F. No Solicitation/Distribution/Access Policy**

Solicitation at work causes employees to neglect their own work and interferes with the work of fellow employees. The following rules apply to solicitation at work or the distribution of literature by employees on the property of Landrum Professional or a Landrum Professional client:

1. There should be no solicitation during working time.
2. There should be no distribution of literature during scheduled work time or in any work area. This applies to the person soliciting or distributing the literature and to the person being solicited or receiving the literature.

For the purpose of this rule, examples include, but are not limited to, solicitation for magazines or subscriptions, personal hygiene products, political contributions or for membership in organizations.

Examples of distribution for purposes of this rule include, but are not limited to, political literature, subscription forms or informational bulletins.

You are prohibited from inviting anyone onto the premises of Landrum Professional or your jobsite employer for the purposes of soliciting or distributing material for any reason. Persons not employed by Landrum Professional or its client are strictly forbidden from coming onto the premises of Landrum Professional or its clients for the

purposes of soliciting or distributing material for any reason. You should immediately report such persons to your jobsite supervisor or a Landrum Human Resource Manager.

#### **G. Substance Abuse Policy**

Landrum Professional has a comprehensive Substance Abuse Policy establishing a "Drug-Free Workplace" at all Landrum Professional facilities and all of Landrum Professional's clients' facilities and work locations. Review the "Notice to Employees and Conditionally Hired Applicants--Substance Abuse Policy" you received upon hire for additional information and details. Below is a brief summary of Landrum Professional's philosophy and policy concerning testing for drugs and alcohol.

The use of, possession of, or being under the influence of alcoholic beverages, or unlawful drugs or excessive prescription drugs is prohibited on any location in which you are considered "on the job." Unlawful drugs include, among others, marijuana, hashish, heroin, cocaine, "crack", acid, LSD, "speed", "bennies" and hallucinogens. Depressants and stimulants not prescribed for current personal treatment by a licensed physician may be screened for. You are required to advise your supervisors of any prescription drugs or non-prescription drugs or medications that may cause drowsiness or other side effects which may interfere with performance or cause safety concerns.

Most state laws permit the testing of injured workers by licensed laboratories for the presence of any or all drugs or alcohol in the employee after a work-related accident. In this regard, it is a condition of employment at Landrum Professional and its clients that employees refrain from taking drugs that have not been prescribed to you or in a manner other than as prescribed to you.

If you refuse or fail to timely submit to a test for drugs or alcohol, you will be surrendering your eligibility for medical and compensation benefits under the workers' compensation laws or other state laws as applicable. You may also be subject to disciplinary action including immediate termination.

Any injured employee found to be under the influence of drugs not prescribed to the employee may lose all medical and compensation benefits and may be subject to disciplinary action, including immediate termination of employment.

Landrum Professional will use drug-screening programs to ensure compliance with this policy. Violation of Landrum Professional's policy or refusal to submit to a search or drug screening test will be cause for disciplinary action, including immediate termination of employment.

Employees who are not hired or who are terminated for misconduct, including violation of the Drug Free Workplace Policy, are not eligible for rehire.

#### **H. Workplace Search Policy**

For the safety and well-being of all employees, Landrum Professional and your jobsite employer reserve the right to search your personal effects, locker, desk, any other closed container and vehicle for prohibited drugs and paraphernalia, alcoholic beverages, illegal weapons, or possession of unauthorized property or equipment. When you enter into any Landrum Professional, client or client customer's work location, you are consenting to this policy.

#### **I. HIPAA Policy (Notice of Privacy Practices)**

THIS NOTICE DESCRIBES HOW PERSONAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

Landrum Professional is required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to maintain the privacy of protected health information (PHI) and to provide individuals with notice of our legal duties and privacy practices with respect to PHI. We reserve the right to change our privacy practices and the terms of this notice at any time. This notice describes how we have extended certain protections to your PHI and how, when, and why we may use and disclose your PHI. With certain exceptions, we will use or disclose your PHI in the minimum necessary manner to accomplish the intended purpose of the use or disclosure. The terms of this Notice of Privacy Practices are effective April 14, 2003.

#### **USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION**

Landrum Professional is committed to maintaining the confidentiality of your PHI. Your PHI may be used and disclosed for purposes of treatment, payment and health care operations (TPO). Outside of these permitted uses, we must have your written and signed

authorization unless the law permits or requires the use or disclosure without your authorization. You have the right to revoke that authorization in writing except to the extent any action has been taken in reliance on the authorization.

We use PHI to perform transactions and functions necessary to implement and administer the benefit plan in which an employee enrolls, for workers' compensation purposes, to respond to subpoenas or court orders and for performance of certain human resource functions as authorized by the Americans with Disabilities Act and other laws. We may provide insurance plan enrollment information to our clients for budgeting purposes. These functions may also include enrollment and claims payment assistance.

We may share any of the information we collect with our affiliates, namely our insurance carriers, clients/co-employers and agents. We may disclose any of the information we collect to other parties; however, the type and amount of the information we share with others is limited to what is necessary to put into action and manage the product or service or as otherwise permitted or required by law.

The following uses and disclosures of PHI may be made without your prior consent or authorization:

**Required by Law.** We are required by law to provide insurance plan enrollment information to certain agencies in response to Medical Support Orders.

**To Avert Threats to Health or Safety.**

**For Specific Government Functions.** Workers' compensation agencies may require PHI.

#### YOUR RIGHTS REGARDING YOUR PHI

You have the right to request that we restrict how we use and disclose your health information. These restrictions must be made in writing and signed by you. We are not required to agree to your restrictions. We cannot agree to limit uses or disclosures that are required by law.

You have the right to inspect and copy your health information. All such requests must be made in writing and signed by you. In certain circumstances, you may not be permitted access.

## QUESTIONS

If you believe that we may have violated your privacy rights, or you disagree with a decision about access to your PHI, you may file a complaint with the Privacy Officer listed below. You may also file a written complaint with the Secretary of the U.S. Department of Health and Human Services at 200 Independence Avenue, S.W., Washington D.C. 20201 or call 1-877-696-6775. There will be no retaliation for filing a complaint.

If you have any questions about this Notice or any complaints about our privacy practices, please contact:

Amie Remington, Privacy Officer  
Landrum Professional Employer Services, Inc.  
P.O. Box 15698  
Pensacola, FL 32504  
(850) 476-5100  
(850) 476-2177 Fax

## **4. Safety/Workers' Compensation**

### **A. Safety**

Both your jobsite employer and Landrum Professional are concerned with your safety. We strive to provide you with a safe and healthy working environment. You shall follow the safety rules, procedures or guidelines established by your jobsite employer and Landrum Professional.

If driving is required as part of your job description, you must comply with all federal and state driving regulations. Furthermore, Landrum Professional and your jobsite employer require that you employ safe driving skills and wear your seatbelt at all times. Employees using cellular phones while conducting company business are required to pull over to a safe location for the entirety of the phone conversation.

If your job requires you to handle materials that may be hazardous, you must comply with all safety instructions related to that material, including instructions set forth on any applicable Material Safety Data Sheet (MSDS), by the Occupational Safety and Health Act (OSHA) or by any other law, rule or regulation.

If you have questions about the proper way to safely complete a job, ask your supervisor. You may also contact Landrum Professional's

Risk Management Department regarding any questions or concerns pertaining to safety issues.

**B. Workers' Compensation Insurance**

With some limited exceptions, all enrolled employees are covered under Landrum Professional's workers' compensation insurance. **If you are injured on the job and the injury is determined to be the result of an accident which occurs out of and in the course of your employment, workers' compensation will provide statutory benefits for medically-related expenses, indemnity and other related expenses.**

**C. Reporting Injuries**

Employees must report any injury suffered in the workplace while performing a work-related activity to their supervisor immediately. **Employers must report those injuries to Landrum Professional Risk Management Department as soon as possible, no later than the next business day.** If medical attention is required, Landrum Professional is required to immediately report the injury to its workers' compensation carrier. In the unfortunate event that an accident results in death to one employee or injuries from a single event results in hospitalization of three or more employees, the worksite employer must report this to the Occupational Safety and Health Administration at 1-800-321-6742 within eight hours. Delays in reporting can result in significant fines.

To facilitate the reporting of an injury, Landrum Professional has developed the following procedure:

**EMERGENCIES OCCURRING OCCURRING DURING OFFICE HOURS (8:00 am-5:00 p.m. CST, Monday - Friday)**

1. Call 911.
2. After 911 has been called, notify Landrum Professional immediately at 850-476-5100 or (800) 888-0472.
3. Advise Landrum Professional of the injury, how, when and to which medical treatment facility you were transported.
4. Landrum Professional claims staff will contact the medical facility and you as soon as possible, file the necessary forms, and determine the best plan

for returning you to work, if that is possible.

#### **EMERGENCIES OCCURING ANY OTHER TIME**

1. Call 911.
2. After 911 has been called, call Landrum Professional Risk Management Department at 850-476-5100 or (800) 888-0472. When the operator begins speaking, press 3 and follow the instructions given. Leave a detailed message as instructed. You will be contacted the next business day.
3. Please make sure that the treatment facility is advised that you are a Landrum Professional employee and must be drug tested. Give them the appropriate local or long-distance Landrum Professional number. Call Landrum Professional the next business day.
4. Landrum Professional claims staff will contact the medical facility and you as soon as possible, file the necessary forms, and determine the best plan for returning you to work, if that is possible.

#### **NON-EMERGENCIES OCCURING DURING OFFICE HOURS (8:00 am-5:00 p.m. CST, Monday - Friday)**

1. Notify Landrum Professional immediately by calling 850-476-5100 or (800) 888-0472.
2. Directions will be given regarding where to seek medical treatment and drug testing.
3. A Landrum Professional claims representative will contact the treatment facility and you as soon as possible, file the necessary forms and determine the best plan for returning the employee to work.

#### **NON-EMERGENCIES OCCURING ANY OTHER TIME**

1. Call Landrum Professional Risk Management Department by calling 850-476-5100 or (800) 888-0472. When the operator begins speaking, press 3 and follow the instructions given. Leave a detailed message as instructed and you will be contacted the next business day.

2. Please make sure that the treatment facility is advised that you are a Landrum Professional employee and must be drug tested. Give them the appropriate local or long-distance Landrum Professional number. Call Landrum Professional the next business day.
3. Landrum Professional claims staff will contact the medical facility and you as soon as possible, file the necessary forms, and determine the best plan for returning you to work, if that is possible.

A post accident drug screen will be required. If you test positive for drugs or alcohol following an on the job injury, you may be denied workers' compensation coverage and could be subject to disciplinary action up to and including termination. Also, if an accident investigation reveals that you failed to follow jobsite safety rules and regulations, your benefits may be reduced or denied.

All workers' compensation claims are carefully reviewed. Suspicious, false or exaggerated claims are referred to the state's Division of Workers' Compensation Fraud for further investigation and possible prosecution. For example, a conviction for workers' compensation fraud under Florida law is punishable by a \$5,000 fine and up to ten years in prison. Penalties vary in each state. **Landrum Professional offers up to a \$5,000 reward for information leading to the court-upheld denial of a workers' compensation claim and benefits for any Landrum Professional employee who makes a false claim. Several states offer additional rewards--some as high as \$25,000.**

To report information about a false or fraudulent claim, contact 850/476-5100 extension 153 or 866/627-2877 extension 153.

## **5. Benefits Summary**

Below is a summary of employee benefits that may be available to you. Benefits other than those required by law are provided at the discretion of Landrum Professional and your jobsite employer. The conditions and/or availability of benefits offered may be changed or eliminated at any time. Your jobsite employer's benefits and policies may differ from the benefits described in this handbook. For information, contact Landrum Professional's Benefits Department at (850) 476-5100 or (800) 888-0472.

### **Insurance Coverages – Health, Dental, Vision, and Voluntary**

Landrum Professional's experienced benefits specialists and independent agents can assist you in obtaining cost-effective coverages.

### **Benefit Expense Account Plan (Cafeteria Plan)**

Landrum Professional has installed a "cafeteria" type benefit plan which includes, at your election, pre-tax treatment of premiums for group health, dental, vision and some other qualified insurance coverages. Employer-optional plans through a third party provider provide for pre-tax treatment of out-of-pocket medical expenses and childcare expenses.

### **Employee Savings Plans**

Payroll Deduction Plans for an Individual Retirement Account (IRA) and/or U.S. Savings Bonds EE and I Series purchases can be arranged by contacting our Benefits Department.

### **Direct Deposit of Payroll Checks**

Landrum Professional offers free electronic transfer of payroll checks into any bank or credit union that is a member of the Federal Reserve System. This ensures timely deposit of payroll checks, so you don't have to worry about mail service delays or trips to the bank to make the deposit yourself. **It will take two pay periods to process this request for setup or change of direct deposit**, because your account number(s) must be verified through an automated clearing house (ACH) before we can start transmitting funds to your bank account(s). Employees should always verify that funds have been posted to an account before drawing on that account.

### **Employee Assistance Program**

This confidential service is available for employees and their immediate family members with problems related to stress, interpersonal relationships, parenting, drug and alcohol abuse, marriage issues, and other issues affecting your personal and professional well-being. This benefit is intended for short-term needs and primarily serves as an assessment and referral source.

You may contact:

**NATIONAL**  
Behavioral Health Systems  
(800) 245-1150.

### **Tuition Reimbursement for Advanced Education**

Landrum Professional will reimburse half (50%) of tuition and fees, up to \$250 in a calendar year, for approved, job-related courses taken at an accredited junior college or university. To be eligible, you must complete 12 months of continuous full-time employment with Landrum Professional before starting the course and be an active employee at the time of completion of the course. The subject must be related to improving current job skills. To be eligible, the course has to be taken for college credit and not as a continuing education class. You must pass the course with a grade of “C” or better. **To be eligible for reimbursement, you must request approval in writing from the Landrum Professional Director of Employee Benefits BEFORE enrolling in the course.** A request form is available on the Landrum Professional website, [www.LandrumProfessional.com](http://www.LandrumProfessional.com) or by contacting Landrum Professional’s Benefits Department. After completion of the course, you must present Landrum Professional with a receipt, or proof of fees paid, along with the grade received, which must be a “C”. Employees must still be employed with Landrum at the completion of the course and at the time of the request for reimbursement. Landrum Professional will then reimburse you.

### **Discounts for Travel and Entertainment**

Employees may take advantage of travel and entertainment discounts at participating theme parks, cruises, rental cars, movie theaters, hotels, sports events, and health clubs. Contact our Benefits Department for a list of current discounts, or visit Tickets at Work on our website at [www.LandrumProfessional.com](http://www.LandrumProfessional.com).

### **Adoption Assistance**

Employees who have completed one year of full-time service with Landrum Professional, and who adopt a child through a state-approved agency, may be reimbursed up to \$500 for legal fees incurred in that adoption (one adoption reimbursement per family). We regret that we cannot extend this benefit for the adoption of step-children or other family members.

### **Vacation/Sick/Holiday/Bereavement Pay**

Each Landrum Professional client determines what, if any, paid leave will be provided to their employees. Please see your jobsite employer for leave information pertaining to your worksite. Unless otherwise specified by your jobsite employer in writing, there is no annual

carryover or payout for unused leave.

## **6. Leaves of Absences**

### **A. Personal Leave**

An unpaid personal leave of absence may be granted or denied at the discretion of your jobsite employer. A leave of absence may be granted for an initial period of up to 60 days (or less at jobsite employer's discretion). You may request extensions of up to 30 days, which may or may not be granted. No leave, however, may last longer than six months. Failure to timely return from a requested leave will be considered as a voluntary resignation. Further, any personal leave lasting longer than six months will automatically be considered a voluntary resignation. Employees on leave may not apply for work or work for another employer without prior written permission of your jobsite employer.

If you are granted a personal leave of absence, have insurance coverage, and wish to continue the insurance coverage, please contact the Landrum Benefits Department for COBRA Continuation information.

You may be required to use any accrued PTO, paid vacation days, and other accrued benefits during leave (except when the leave is workers' compensation-related or USERRA). However, while on leave of absence, employees will not accrue paid leave days or other benefits.

**A personal leave of absence does not guarantee that your job will be available when you return from a leave.**

This section does not apply to leave protected by USERRA, FMLA, workers' compensation or other legally protected types of leave.

### **B. Family and Medical Leave (FMLA)**

The Family and Medical Leave Act of 1993 (FMLA) provides certain leave-of-absence benefits to eligible employees. You are an "eligible employee" if:

- A. Your jobsite employer (Landrum Professional's client) has at least 50 employees in a 75 mile radius in twenty or more

calendar work weeks in the current or preceding calendar year and

- B. You have been employed by your jobsite employer for at least one year, and
- C. You have worked at least 1,250 hours for your jobsite employer in the past 12 months, and
- D. You meet the qualifications of the particular type of FMLA requested.

For purposes of this policy, the 12-month “FMLA Year” is measured forward from the date the employee’s first FMLA leave begins. NOTE: Any available paid leave must be used concurrently with FMLA leave.

**Reasons for taking FMLA leave:**

If you are an eligible employee, unpaid leave will be granted for any of the following reasons:

- 1. Birth of a child and to care for your newborn child, placement with you of a child for adoption or foster care; or
- 2. To care for your spouse, dependent child, or parent who has a serious health condition; or
- 3. For a serious health condition that makes you unable to perform your job with or without a reasonable accommodation; or
- 4. For military exigency leave; or
- 5. For serious injury or illness/military caregiver leave.

Leave may be taken consecutively or on an intermittent basis, as circumstances require. Unless otherwise required, all leave granted under this section will be counted against your annual family medical leave entitlement. Intermittent FMLA leave is generally not allowed following birth or adoption/foster child placement.

**Your Responsibilities:**

- 1. Request leave by submitting a leave request form to Landrum

Professional. You are required to provide a 30-day advance notice of any foreseeable FMLA-related leave. In the case of a medical emergency, leave should be requested as soon as possible.

2. If your leave is for a serious health condition, you must provide a medical certification form from an appropriate health care provider, within 15 days of the date Landrum Professional is notified of the leave. Failure to provide timely medical certification may result in denial of continued medical leave. In case of denial, your absence will be unauthorized. Your jobsite employer reserves the right to seek a second opinion from a physician of their own choosing to confirm the necessity for leave.
3. If your leave is qualifying military exigency leave, you will be required to submit appropriate paperwork.
4. Employees must continue paying your portion of applicable health coverage.
5. Employees must return timely once leave expires.

**Employer's Responsibilities:**

1. Maintain your health coverage, if applicable.
2. Restore you to your original or equivalent position and pay, unless other legal provisions apply.
3. Maintain your employee benefits that may have accrued prior to the start of the leave. (Benefits do not accrue during leave).

If you have used the available 12 (or 26, as appropriate) weeks of leave and have not returned to work, a COBRA qualifying event has occurred and you will receive notification of how to continue health coverage under COBRA law, if elected. If you do not return to work after the 12 (or 26, as appropriate) weeks of leave, you give up any right to be reinstated under this policy and the Family and Medical Leave Act, and under certain circumstances, Landrum Professional may recover premiums paid by Landrum Professional or your jobsite employer for maintaining group health coverage during the leave.

**You must return to work immediately upon the earliest of expiration of FMLA leave or the basis for the leave. If your leave is for your own serious health condition, you may be required to provide a fitness for duty certification from your health care provider stating that you are able to resume the essential functions of your job.**

**Employees on FMLA leave are not authorized to perform any**

**type of employment for any other person or entity during their FMLA leave period.**

**To obtain detailed information and necessary forms, you should call Landrum Professional's Human Resources Department immediately upon discovery of the need of leave under this policy. Landrum Professional will determine if you are eligible under the Family and Medical Leave Act provisions, and notify you accordingly.**

### **C. Military Leave**

Leave for military or other uniformed services will be granted and governed in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) or the FMLA, as appropriate. If you have any questions about USERRA or the FMLA, please contact Landrum Professional's Human Resources Department.

### **D. Domestic Violence Leave (Florida)**

Florida employers are required to permit employees to request and take leave in connection with domestic violence under certain circumstances. Eligible employees are those who have been employed for 3 or more months.

**Eligible employees can take up to 3 working days of leave in any 12 month period if the employee, or family or household member of the employee, is the victim of domestic violence. This leave may be with or without pay, at the discretion of the jobsite employer. This leave applies if the employee is:**

- Seeking an injunction for protection against domestic violence or an injunction for protection in cases of repeated violence, dating violence or sexual violence;

- Obtaining medical care or mental health counseling, or both, for the employee or family or household member to address physical or psychological injuries resulting from the act of domestic violence;

- Obtaining the services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crises center as a result of a domestic

violence act;

-Making the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or

-Seeking legal assistance in addressing issues arising from the domestic violence or attending and preparing for court-related proceedings arising from the domestic violence.

Except in cases of imminent danger to the health or safety of the employee, family or household member, employees seeking such leave must provide their jobsite employer with appropriate advance notice of the leave as required by the employer's policy along with sufficient documentation of the domestic violence act as required by the employer.

Before receiving such leave, employees must exhaust all annual or vacation leave, personal leave and sick leave, if applicable, available to the employees, unless the jobsite employer waives this requirement.

## **7. Work Rules**

No organization can function without policies and rules designed to ensure smooth and orderly operations. The following is a partial list of actions prohibited by Landrum Professional and its clients. These help your jobsite employer and co-employees work efficiently. Violation of work rules may result in disciplinary action up to and including unpaid disciplinary suspension and/or dismissal. It is impossible to compile a complete list of offenses, so **you should use good judgment, responsible conduct and common sense as a guide.** Your jobsite employer may have rules in addition to those in this handbook. Violation of any of the policies in this handbook or violations of your jobsite employer's policies and procedures may result in the denial of unemployment benefits.

### **Prohibited Conduct:**

1. Violation of any policy outlined in the Landrum Professional Employee Handbook (including but not limited to Substance Abuse Policy, Workplace Violence Policy, Equal Employment Opportunity, Discrimination and Harassment Policy which

includes Sexual Harassment, Electronics Usage Policy, and/or No Solicitation/ Distribution/Access Policy) or your jobsite employer's handbooks and policies.

2. Unexcused or excessive absenteeism, tardiness or leaving early.
3. Punching or completing any other employee's time card/sheet, falsifying your time card/sheet, or having another employee punch or complete your own time card/sheet.
4. Except as specifically authorized by law, possession or use of knives, firearms (even with a license), ammunition, fireworks, explosives, or other such weapons or materials while on the premises of Landrum Professional, your jobsite employer or its customers.
5. Threatening, intimidating, or coercing a fellow employee at Landrum Professional or your jobsite employer at any time or for any purpose.
6. Failure to comply with safety rules or regulations.
7. Theft, removal of, or unauthorized possession or use of property belonging to any other employee, Landrum Professional, your jobsite employer or co-employees. This rule includes attempts to remove property, as well as actual removal.
8. Off-duty behavior reflecting poorly upon Landrum Professional, your jobsite employer, including but not limited to, criminal acts or indictments, fighting, abuse of alcohol or drugs and/or immoral or indecent conduct.
9. Insubordination, including failure to comply with the instructions or work assignments of jobsite supervisors or any member of management.
10. Disrespect for any Landrum Professional employee or your jobsite employer.
11. Dishonesty, including but not limited to the falsification (including omissions) of an employment application or any other document provided by or submitted to Landrum Professional or your jobsite employer.
12. Loafing or sleeping on the job.
13. Gambling on the premises of Landrum Professional or your jobsite employer.
14. Speeding, reckless driving, failure to wear seatbelts, or other traffic or legal violations on the premises of or while performing work for Landrum Professional or your jobsite employer.

15. Leaving an assignment or workstation during working time without the permission of your supervisor.
16. Refusing to work overtime when requested by your supervisor.
17. Working overtime without authorization from your supervisor.
18. Posting or removal of notices without permission on any Landrum Professional or client bulletin boards.
19. Destruction or damage to property belonging to Landrum Professional, your jobsite employer or its customers.
20. Participating in disorderly conduct, "horseplay", practical jokes or pranks while on the premises of Landrum Professional or your jobsite employer.
21. Failure to contact your supervisor (**at least one (1) hour**) in advance of any absence from scheduled work time.
22. Making or inviting personal telephone calls during working hours, except in emergency situations.
23. Smoking in areas not designated as smoking areas.
24. Unreasonable conduct or interfering with the orderly operation of Landrum Professional or your jobsite employer or its customers.
25. Failure to follow instructions or rules regarding the wearing of identification badges, Personal Protective Equipment or employee parking requirements.
26. Littering or otherwise creating unsanitary or unsafe conditions on the premises of Landrum Professional or your jobsite employer..
27. Entering the premises of Landrum Professional, your jobsite employer or its customer when not authorized to do so.
28. Overstaying a leave of absence or vacation.
29. Refusing to take a blood or urine drug test when requested by Landrum Professional or your jobsite employer.
30. Divulging confidential information or protected health information.
31. Engaging in conduct or employment that creates a conflict of interest with the business or operations of your jobsite employer.
32. Soliciting unauthorized tips, loans or gifts.
33. Failure to timely report an injury, accident, incident or unsafe condition at Landrum Professional or your jobsite employer..
34. Failure to follow instructions.
35. Carelessness on the job or unsatisfactory job performance.
36. Failure to follow dress code established by your jobsite employer.

37. Violation of state or federal laws.

## **8. Civic Duties/Responsibilities**

### **A. Jury and Witness Duty**

You may be granted time off, as requested by a Court, to serve as a juror or witness. Landrum Professional and your jobsite employer will comply with any city, county, state or federal regulations requiring paid jury duty. Otherwise, eligibility for pay for jury duty or witness appearance is determined by your jobsite employer.

If you are required by law to appear in court as a witness, you may take time off, provided you arrange this with your supervisor in advance. Whether this time is paid is determined by applicable law and jobsite employer policy.

### **B. Voting**

You are encouraged to vote in local, state and federal elections. In most instances, you can vote before or after working hours.

### **C. Military/National Guard**

Leave for military or other uniformed services will be granted and governed in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) and the Family and Medical Leave Act (FMLA).

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