

EMPLOYEE HANDBOOK

AgriStaff USA, LLC



AGRISTAFF USA, LLC

LABORONE
STAFFING SOLUTIONS

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Introduction

Welcome to our team! AgriStaff USA, LLC and its division, LaborOne USA, is proud to have you as a team-member. We look forward to having the opportunity to work with you and help you grow your career. As a valued member of our team, we are here to assist you and help you do the best job you can. This Employee Handbook is an overview of our policies and expectations. This handbook is open to revision at any time, without notice, and is not a complete or comprehensive handbook, but rather provides guidance for any issues that may arise. We have an open-door policy and always welcome ideas or suggestions to help us become a better company. LaborOne USA is a division of AgriStaff USA, LLC. For the purpose of this handbook, the company will herein be referenced to as AgriStaff USA, LLC. Thank you for choosing our company, we look forward to working with you!

Employment At-Will

Your employment with AgriStaff USA, LLC is a voluntary one and is subject to termination by you or AgriStaff USA, LLC at will, with or without cause, and with or without notice, at any time. Nothing in these policies shall be interpreted to be in conflict with or to eliminate or modify in any way the employment-at-will status of AgriStaff USA, LLC employees.

This policy of employment-at-will may not be modified by any officer or employee and shall not be modified in any publication or document. The only exception to this policy is a written employment agreement approved at the discretion of the President or the Board of Directors, whichever is applicable.

These personnel policies are not intended to be a contract of employment or a legal document.

Equal Opportunity Employer

AgriStaff USA, LLC provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics. In addition to federal law requirements, AgriStaff USA, LLC complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement,

promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

AgriStaff USA, LLC expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of AgriStaff USA, LLC's employees to perform their job duties may result in discipline up to and including discharge.

Disability Act

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

AgriStaff USA, LLC will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to AgriStaff USA, LLC or their clients. Contact human resources (HR) with any questions or requests for accommodation.

Individuals who are currently using illegal drugs are excluded from coverage under the company ADA policy.

Non-Compete

Due to the competitive and proprietary nature of AgriStaff USA, LLC's industry, all in-house employees will be asked to sign a non-compete and confidentiality contract before beginning work with AgriStaff USA, LLC. AgriStaff USA, LLC expects our employees to conduct business according to the highest ethical standards of conduct. Employees are expected to perform to the best of their efforts in the interests of AgriStaff USA, LLC. Business dealings that appear to create a conflict between the interests of AgriStaff USA, LLC and an employee are unacceptable. AgriStaff USA, LLC recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, the employee must disclose any possible conflicts so that AgriStaff USA, LLC may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest

occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e. spouse or significant other, children, parents, siblings) as a result of AgriStaff USA, LLC's business dealings. Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones which most frequently present problems. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, he or she should immediately contact AgriStaff USA's principal officers to obtain advice on the issue. The purpose of this policy is to protect employees from any conflict of interest that might arise. A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination. All employees of AgriStaff USA, LLC are expected to abide with the above policies.

Reporting Conflicts

All conflicts within the workplace, or affecting the workplace or quality of work, must be reported to AgriStaff USA's principal officers immediately. A formal report will be filed, along with conversations and suggested actions to resolve the problem. All conflicts must be handled in a timely fashion so a solution can be found. AgriStaff USA, LLC abides by a confidential and no-foul policy in regards to complaints. All complaints will be taken seriously and no adverse effect will be taken on any employee who reports a conflict or concern.

Confidentiality

The nature of AgriStaff USA, LLC's business is very confidential by nature. All employees of AgriStaff USA, LLC are to maintain the highest standards of confidentiality. Employees may have access to private, personal information, medical records, and other confidential information. It is strictly forbidden to share any employee's information, copy an information without approval, or discuss any employee-related issues with those not directly involved with the employee or company. Maintaining company and client confidentiality is essential. You are not to contact clients for non-business related topics unless previously authorized. Contract employees may be asked to sign a confidentiality agreement dependent on which company they are assigned to work with. Maintaining confidentiality is of utmost importance, and failure to maintain confidentiality will result in immediate dismissal without warning, and/or legal action if necessary. All employees of AgriStaff USA, LLC are expected to abide with the above policies.

Time Records

Accurate time records must be kept for every hour worked. Time records must be completed weekly, and shall be signed by both employee and supervisor. All time records are due by 12:00 noon on Mondays of the following week. Attempts to falsify time records is a serious violation of company policy and will result in immediate dismissal without notice. Overtime hours will be paid based on the position's eligibility for overtime hours.

Personnel Records

AgriStaff USA, LLC keeps personnel records for all employees. Any changes in your personal record such as address change, change in financial information, or family changes must be reported to AgriStaff USA, LLC in a timely manner. Mistakes due to the employee failing to report new changes will be at the cost of the employee. Please report all address changes, name changes, tax changes, or financial institution changes to HR.

Policies

Drug & Alcohol Policy

In compliance with the Drug-Free Workplace Act of 1988, AgriStaff USA, LLC has a longstanding commitment to provide a safe, quality-oriented and productive work environment consistent with the standards of the community in which the company operates. Alcohol and drug abuse poses a threat to the health and safety of AgriStaff USA, LLC and their client's employees and to the security of the company's equipment and facilities. For these reasons, AgriStaff USA, LLC is committed to the elimination of drug and alcohol use and abuse in the workplace.

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

Work Rules

1. Whenever employees are working, are operating any company or client vehicle, are present on company or client premises or are conducting company-related work offsite, they are prohibited from:
 - a. Using, possessing, buying, selling, manufacturing, or dispensing an illegal drug (to include possession of drug paraphernalia).
 - b. Being under the influence of alcohol or an illegal drug as defined in this policy.
 - c. Possessing or consuming alcohol.
2. The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body system, while performing company or client business or while in a company facility, is prohibited.
3. AgriStaff USA, LLC will also not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to perform their job duties safely and effectively. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.
4. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

Required Testing

Pre-employment

All applicants must pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

Reasonable suspicion

Employees are subject to testing based on (but not limited to) observations by the supervision of apparent workplace use, possession, or impairment. HR, the plant manager, or the director of operations should be consulted before sending an employee for testing. All levels of supervision making this decision must use the Observation Checklist to document specific observations and behaviors that create a reasonable suspicion that the person is under the influence of illegal drugs or alcohol. If the results of the Observation Checklist indicate further action is justified, the manager or supervisor should confront the employee with the documentation and with a union representative present (for all unionized employees) or with another member of management (for all nonunionized employees). Under no circumstances will the

employee be allowed to drive himself or herself to the testing facility. A member of supervision/management and a union rep (if appropriate) must escort the employee; the supervisor/manager will make arrangements for the employee to be transported home.

Post-accident

Employees are subject to testing when they cause or contribute to accidents that seriously damage a company or client vehicle, machinery, equipment or property or result in an injury to themselves or another employee requiring offsite medical attention.

Follow-up

Employees who have tested positive, or otherwise violated this policy, are subject to discipline, up to and including discharge. Depending on the circumstances and the employee's work history/record, AgriStaff USA, LLC may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by AgriStaff USA, LLC for a minimum of one year but not more than two years as well as a waiver of the right to contest any termination resulting from a subsequent positive test. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee will be subject to immediate discharge from employment.

Consequences

Applicants who refuse to cooperate in a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture, or dispense an illegal drug in violation of this policy will be terminated. If the employee refuses to be tested, yet the company believes he or she is impaired, under no circumstances will the employee be allowed to drive himself or herself home.

Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO should be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

Inspections

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

Disability Policy

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that require employers with 15 or more employees to not discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

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

Procedures

When an individual with a disability requests accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.

AgriStaff USA, LLC will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to AgriStaff USA, LLC. Contact human resources (HR) with any questions or requests for accommodation.

All employees are required to comply with the company's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until an organizational decision has been made in regard to the employee's immediate employment situation.

Individuals who are currently using illegal drugs are excluded from coverage under the company ADA policy.

Attendance

Maintaining a reasonable attendance record is an important part of being an AgriStaff USA, LLC employee. Employees are expected to arrive to their workplace on time and prepared to work whenever scheduled. Employees *MUST* notify both AgriStaff USA, LLC AND the client supervisor with at least 2 hours' notice if they are unable to work, if not further in advance. Failure to provide such notice may be considered a voluntary resign. A careful record of absenteeism will be kept by both AgriStaff USA, LLC and the client. These records may lessen an employee's chance for a pay/benefits raise, advancement, or re-hire. No-call no-show absenteeism will result in immediate dismissal. More than 3 tardy or absences from work within a 6-month period will result in either a penalty or dismissal.

Appearance and Conduct

AgriStaff USA, LLC strives to maintain a workplace environment that is well functioning and free from unnecessary distractions and annoyances. As part of that effort, the company requires employees to maintain a neat and clean appearance that is appropriate for the workplace setting and for the work being performed. Certain employees may be requested to wear or not wear certain clothing/jewelry items and/or loose-fitting clothes based upon safety issues for the specific position. You will be notified by AgriStaff USA, LLC or the client of clothing/attire requirements.

All AgriStaff USA, LLC staff members are expected to present a professional, businesslike image to clients, visitors, customers, and the public. Acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with AgriStaff USA, LLC.

Client supervisors should communicate any department-specific workplace attire and grooming guidelines to staff members during new-hire orientation and evaluation periods. Any questions about the department's guidelines for attire should be discussed with the immediate supervisor.

Any staff member who does not meet the attire or grooming standards set by his or her department will be subject to corrective action and may be asked to leave the premises to change clothing. Hourly paid staff members will not be compensated for any work time missed because of failure to comply with designated workplace attire and grooming standards.

Certain staff members may be required to meet special dress, grooming and hygiene standards, such as wearing uniforms or protective clothing, depending on the nature of their job. Uniforms and protective clothing may be required for certain positions and will be provided to employees by AgriStaff USA, LLC or the client.

AgriStaff USA, LLC is responsible for providing a safe and secure workplace and strives to ensure that all individuals associated with the company are treated in a respectful and fair manner. Though it is not possible to list all forms of behavior that are considered unacceptable in the workplace, the following are examples of behavior that would be considered infractions of AgriStaff USA, LLC rules of conduct.

Such behavior may result in disciplinary action, up to and including termination of employment.

The list is not intended to be exhaustive:

1. Theft or inappropriate removal or possession of property.
2. Working under the influence of alcohol or illegal drugs.
3. Possession, distribution, sale, transfer or use of alcohol or illegal drugs in the workplace, while on duty or while operating employer-owned vehicles or equipment.
4. Fighting or threatening violence in the workplace.
5. Sexual or other unlawful or unwelcome harassment.
6. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.
7. Unauthorized use of telephones, mail system or other employer-owned equipment.
8. Unauthorized disclosure of business "secrets" or confidential information.
9. Continuous or excessive tardiness or absenteeism
10. Insubordination or a negative attitude towards other employees, supervisors, client companies, or AgriStaff USA, LLC
11. Disrespectful tones, talk, and actions.

Cell Phone Policy

AgriStaff USA, LLC strictly prohibits the use of cell phones for personal matters in its offices or on the premises of its Clients facilities during working hours. Cell phones may be turned on silent and left in lockers or vehicles during scheduled shifts. Cell phone

usage may occur during scheduled breaks so long as it does not hinder an individual's ability to return from break within the allotted time. Any specific reasons for needing to utilize a cell phone, or keep a phone on you during work hours must be discussed with and approved by your supervisor before your shift begins. Employees that do not follow this policy may receive disciplinary action.

Return of Employer Property

Employee are required, that upon any termination of his or her employment, Employee shall return to AgriStaff USA, LLC or its client, within a reasonable time not to exceed five (5) days, any of AgriStaff USA, LLC or its client's property in his or her possession or under his control, including but not limited to, computer/office automation equipment, passwords, keys, electronic ID cards, uniforms, cell phones, records and names, addresses, and other information with regard to the property, employees, customers or potential customers of AgriStaff USA, LLC or their clients, with whom Employee has worked for, had contact, or done business.

Work, Hours, and Compensation

Job Description

You will be provided with a job description before you begin your employment or begin a new assignment. You must read through each job description carefully to ensure you know what will be expected of you, and that you are able and willing to do the required work. Job Descriptions are not exhaustive, or a legal binding document, and may change with or without notice. You may be asked to complete duties outside of your job description by your supervisor. If you feel uncomfortable, unsafe, or unable to complete these other tasks, you have the right to refuse this work—however you must contact an AgriStaff USA, LLC representative immediately. If there is anything in the job description you are unable or uncomfortable doing, you must tell your AgriStaff USA, LLC representative before beginning the position, and if reasonable accommodations cannot be made, you will be placed in another assignment.

Pay and Pay Period

AgriStaff USA, LLC's pay week is from Monday-Sunday. Pay date is the Wednesday of the following week. Holidays or other events may cause the pay date to be delayed until Thursday. Time records, signed by both the employee and supervisor, must be received by noon on Mondays in order for that week's pay to be processed. If time records are

not received in a timely matter, pay may be delayed until the following week. Any disputes in hours or withholdings must be brought to the attention of AgriStaff USA, LLC within two business days to allow investigation. Direct Deposit is provided to all AgriStaff USA, LLC at no charge. Direct deposit is the recommended form of receiving your paycheck as it allows for the fastest deposit in your account. Paychecks may also be picked up at our office or mailed. You must specify how you would like to receive your check before your first day of employment. You are responsible for informing AgriStaff USA, LLC of any changes to your pay including:

- Change of method of paycheck delivery
- Change of address
- Change of withholdings

Overtime Pay

Overtime pay is handled on a case-by-case basis. Your recruiter will tell you if the position you are applying for is eligible for overtime, and if overtime hours can be expected. If overtime hours are required by the client company, you must work all assigned overtime hours. In most cases, overtime pay is 1.5 times regular pay. Your paycheck will specify how many regular and overtime hours you worked in a pay period. If you have concerns about the amount of overtime you are being asked to work, contact AgriStaff USA, LLC immediately.

Probationary Period

All AgriStaff USA, LLC employees will be hired on a probationary basis. All employees will be subject to a 90-day probation period beginning on their first day of employment with AgriStaff USA, LLC. Tardiness or absenteeism within the probationary period may result in penalty or disciplinary action, up to termination. Less than satisfactory work, failure to complete job duties, or attendance issues during the probationary period may result in a delay of raise/advancement, disciplinary action, or up to termination. Employees are not eligible for benefits during their probationary period.

Holidays, Vacation, and Sick Pay

AgriStaff USA, LLC adheres to each client's holiday pay policy. Whether or not you will be paid for holidays is dependent on your position. Temporary or temp-to-hire employees are not offered holidays or sick pay through AgriStaff USA, LLC. In-House employees may find their holiday and vacation policy in Appendix C. If you are unable to attend work due to sickness, you must contact your supervisor and AgriStaff USA, LLC as soon as you are able, no less than 2 hours before your scheduled shift. Notification must be made via a phone call. Voicemail, text, or email will be not accepted. You must

speak to your supervisor in person or over the phone. If you are to miss work due to sickness for 2 or more days within a 10-day period, you must provide a doctor's excuse. Failure to provide a doctor's note, and frequent absences, will be documented in your employee file and may influence AgriStaff USA, LLC or the client's decision to keep you employed.

Assignment Termination

You will be informed before you begin your employment with AgriStaff USA, LLC whether your employment will be permanent, temp-to-hire, or temporary. Temp-to-Hire employees will work for a client who is considering hiring the employee on for a permanent position. Placement with the company is not guaranteed, and you are required to work a specified number of hours before you are able to become a permanent employee of the assigned company. The client reserves the right to decide if they will hire you on permanently, keep you on as a temporary employee, or release you from employment with their company. Temporary employees are hired for a short-term project. You will be informed of this before you begin work. Due to the agreement of temporary employment, you will not be eligible for benefits or unemployment when the contract ends. For any type of employment, you must inform AgriStaff USA, LLC in person or via a phone call within 48 hours that your assignment has ended and you would like to be placed on another assignment. Failure to inform AgriStaff USA, LLC within 48 hours will be considered voluntary resignation. This may affect AgriStaff USA, LLC's decision to provide you with additional work in the future.

Worker's Compensation and Workplace Injury

From your first day of employment, AgriStaff USA, LLC offers full worker's compensation insurance. Any medical or hospital expenses resulting from a work-related injury are covered by this insurance. In addition, if your injury prevents you from working, this coverage may also pay you a percentage of your average weekly earnings depending upon the nature and extent of your injury, in accordance with applicable State laws. If you are injured while on assignment, AgriStaff USA, LLC will do a full investigation of the injury. You will be required to complete a lengthy report of the incident and AgriStaff USA, LLC may do their own investigation on site with the Client Company. In order to ensure that you receive 100% of the benefits to which you are entitled, we ask that you help us meet our obligations to you by following the following rules:

- If you sustain an injury at work, no matter how slight, you must immediately report it to your On-Site Supervisor or Immediate Supervisor.
- You must immediately contact AgriStaff USA, LLC to make them aware of the injury so they can determine your best mode for treatment.

- If you are in need of immediate medical attention you will be directed to an AgriStaff USA, LLC-approved treatment center.
- You must receive a description of your injury and return to work restrictions form from your doctor. You must immediately bring the paperwork to your AgriStaff USA, LLC office.
- You must fill out all required post-accident injury reports that AgriStaff USA, LLC requires with-in 24 hours of the incident.
- Upon release to light duty, AgriStaff USA, LLC will try to provide work for you to accommodate the medical restrictions you may have.
- Upon release to full-duty, AgriStaff USA, LLC will work with you to find a job assignment. However, AgriStaff USA, LLC cannot guarantee work at the same job assignment previously held.

Pursuant to the Drug and Alcohol Policy, you will be required to take a drug test whenever there is an on-the-job accident, injury, work-related illness or property damage. You also may have to take an alcohol test if there is reasonable suspicion to believe you are under the influence of alcohol at the time of the incident. Failure or refusal to submit to the screening will be grounds for disciplinary action, up to and including termination. You will be required to take the screen at the medical facility you are sent to or your AgriStaff USA, LLC office will instruct you to come into your local office so they can administer the screen.

Summary

We are glad you have decided to join the AgriStaff USA, LLC team! We look forward to helping you attain your career goals and grow as an individual. This handbook is designed to be a guide to our basic policies and procedures. It is not all-encompassing, a legal binding document, or a guarantee for employment. If any issues should arise during your employment with AgriStaff USA, LLC, please contact a principal officer to discuss your concern of issue. Our goal is to provide the best service possible to both our employees and our clients.

Acknowledgement of Receipt and Understanding

I, _____ (print name), acknowledge that I have fully and completely read this Employee Handbook. I understand all of the contents of this Handbook and have asked any questions I may have about any of the contents. By signing below, I agree that I have been given time to fully read through this handbook and have received answers to any questions I have. By signing below, I agree to abide by all company policies and rules. I understand that by receiving this handbook and signing below, I am not guaranteed a job placement, and I understand if I do receive a placement, it is employment at-will. I understand this Handbook is not all-encompassing, nor is it a binding contract. I understand that changes and additions can be made at any time with or without notice and that I will keep a copy of this handbook in paper or digital version for as long as I am an employee of AgriStaff USA, LLC.

Employee Signature

Date

Paper Copy Email Copy

AgriStaff USA, LLC Representative

Date