



POLICY MANUAL  
TEMPORARY EMPLOYEE

# INTRODUCTION

Welcome to Skyhawk Wireless, LLC! We are delighted to have you with us. As a Skyhawk Wireless associate, you have the unique opportunity to work for a very fast paced and rapidly growing business

The dedication and cooperation of our associates has been a key factor in the growth and success of Skyhawk Wireless. We work together to achieve common goals, share many responsibilities, as well as enjoy individual initiative. We endeavor to provide an environment of personal growth and professional advancement.

It is our philosophy to recognize and respect the individual rights of our associates, to treat each associate with respect and consideration, and to recognize personal achievement. Your contributions as an associate will play a vital role in the continuing success of our company.

We consider the Associates of Skyhawk Wireless to be one of its most valuable resources. This manual has been written to serve as the guide for the employer/associate relationship.

There are several things that are important to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to the Human Resources Department.

Second, the procedures, practices, policies and benefits described here may be modified or discontinued from time to time. Skyhawk Wireless reserves the right to modify, supplement, deviate from or rescind any of its policies, procedures, associate benefits or other terms and conditions of employment or any provision of this handbook at any time, with or without cause or notice, as it deems appropriate in its sole and absolute discretion except for the "at-will" policy. To be effective, any such changes must be in a writing signed by one of the following members of company management: CEO; Director Human Resources. Any future revisions to the statements contained in this handbook will be distributed to all associates as soon as reasonably possible.

Third, this handbook is not an employment contract. The Company is an employment-at-will employer. This means that the terms of your employment can be changed at any time with or without notice, including but not limited to, termination, demotion, promotion, transfer, compensation, benefits, duties and location of work. There is no agreement, express or implied between the Company and you for continuing or long-term employment. While supervisors and managers have certain hiring authority, no supervisor or manager or representative of the Company has any authority to alter the at-will relationship, except for the CEO of the Company and then only expressly in writing signed by the CEO.

Finally, some of the benefits described in this handbook are covered in detail in official plan documents. You should refer to these documents for specific information, since this handbook only briefly summarizes those benefits. Please note that the terms of the written plan documents are controlling to the extent there may be any differences between what is in this handbook and what is set forth in the plan documents.

Throughout this handbook, we ask you to consult with Human Resources before proceeding on certain personnel or employment-related matters. There are several reasons for this. It enables Human Resources to help you with difficult personnel issues. Additionally, many practices that seem perfectly reasonable to you may, under certain circumstances, lead to legal issues. Additionally, Human Resources professionals can offer professional support and assistance to help resolve your issues and concerns.

# SKYHAWK WIRELESS CORPORATE POLICIES

## AT-WILL POLICY

All associates of the Company are employed "at-will," meaning that the terms of employment may be changed with or without notice, with or without cause, including, but not limited to termination, demotion, promotion, transfer, compensation, benefits, duties, and location of work. There is no agreement express or implied between the Company and its associates for continuing or long-term employment. Accordingly, the Company or the associates may terminate the employment relationship at any time, with or without notice, with or without cause. While supervisors and managers have certain hiring authority, no supervisor, manager, or representative of the Company has any authority to alter the at-will relationship.

## EQUAL EMPLOYMENT/DISCRIMINATION FREE/HARASSMENT FREE WORKPLACE POLICY

Skyhawk Wireless is committed to providing equal employment and career opportunities, without discrimination or harassment on the basis of race, color, gender, medical condition, military status, sex, age, physical or mental disability, religion, national origin, marital or veteran status, sexual orientation, ancestry, political belief or activity, cancer related medical condition, genetic characteristics or any other category protected by law. All Company decisions, including but not limited to compensation, benefits, transfers, promotions, terminations, Company-sponsored training and educational programs and any other terms and conditions of employment will be made without regard to those factors. Further, Skyhawk Wireless will not tolerate discrimination or harassment based on these or any other legally protected categories.

The California Fair Employment and Housing Act and Title VII of the 1964 Civil Rights Act prohibit harassment in the work place. As a preventative measure, the Company will investigate all alleged harassment complaints and take disciplinary action as required to remedy the situation.

## Definitions Of Harassment

a. Sexual harassment is defined by law to include the following: unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of

sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature.

b. Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of any characteristic protected by law and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

Behavior that does not rise to the level of illegal harassment as defined by law may still be unacceptable in the workplace and a violation of this policy, subject to disciplinary action up to and including termination.

### **Individuals and Conduct Covered**

These policies apply to all applicants and Skyhawk Wireless associates or non-associates with whom Skyhawk Wireless has a business, service or professional relationship, and prohibit harassment, discrimination and retaliation whether engaged in by fellow associates, by a supervisor or manager or by someone not directly connected to Skyhawk Wireless (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

### **Retaliation Is Prohibited**

Skyhawk Wireless prohibits retaliation against any individual who reports discrimination or harassment in good faith or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action up to and including termination.

### **Complaint Procedure**

Skyhawk Wireless strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to Skyhawk Wireless policy or who have concerns about such matters should file their complaint, preferably in writing, with their immediate supervisor. In a case where the Complaint may involve the associate's immediate supervisor, the associate should file their Complaint, preferably in writing, with Human Resources.

**IMPORTANT NOTICE:** Associates who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An associate's failure to fulfill this obligation could affect his or her rights in pursuing legal action.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Skyhawk Wireless strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued. Associates also have the right to contact the Equal Employment Opportunity Commission or comparable state agency.

### The Investigation

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

### Responsive Action

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as Skyhawk Wireless believes appropriate under the circumstances.-

Individuals who have questions or concerns about these policies should contact Human Resources

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of Skyhawk Wireless prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

## AMERICANS WITH DISABILITIES ACT POLICY

The Company is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"), and state law prohibiting employment discrimination based on disability. It is the Company's policy not to discriminate against any qualified associate or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability or known record

or history of a disability, so long as the applicant or associate can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the Company will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA or applicable state law, who has made the Company aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Company.

Associates with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Human Resources Department. Skyhawk Wireless encourages individuals with disabilities to come forward and request reasonable accommodation.

## FAMILY AND MEDICAL LEAVE

Under the federal Family Medical Leave Act ("FMLA") and/or California Family Rights Act ("CFRA"), an unpaid leave of absence may be granted to associates who have worked for the Skyhawk Wireless for at least one (1) year, a minimum of 1,250 hours in the 12 months preceding the leave, and who are employed at a work site where 50 or more employees are employed by Skyhawk Wireless within 75 miles of that work site. Such associates may be eligible for a leave where they have a bona fide need to care for a seriously ill parent, spouse or child, or for the birth or adoption of a child, or the placement of a foster child. In addition, eligible associates may be granted an unpaid leave of absence caused by their own serious health condition which prevents them from working. Eligible associates may qualify for Military Caregiver Leave or Military Qualifying Exigency Leave under the FMLA, as defined below. All leaves under this policy are referred to as "Medical or Family Care LOA." Unless stated otherwise, the maximum allowable time for any Medical or Family Care LOA under this policy is 12 weeks per a rolling 12 month period. Where possible, Medical or Family Care LOAs under both FMLA and CFRA will run concurrently.

### Associate Notice

Associates must provide sufficient information for the Company to determine if the leave may qualify as a Medical or Family Care LOA, as well as the expected timing and duration of the leave. Sufficient information may include that the associate is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances that support the need for Military Caregiver Leave or Military Qualifying Exigency Leave as indicated below. Associates also must inform the Company if the requested leave is for a reason for which Medical or Family Care LOA was previously taken or certified. When possible, the Company requests 30 days notice of the need for leave in order to plan for work coverage. If 30 days notice is not possible, then associates must provide as much notice as practicable under the circumstances and must follow the Company's call-in and/or attendance policies.

### Company Notice

Once an associate provides sufficient information, the Company will notify the associate (a) whether he or she is eligible for Medical or Family Care LOA and, if so, (b) whether any additional information is required, and (c) the associate's rights and responsibilities regarding such a leave. The Company will also notify an eligible associate who has requested Medical or Family Care LOA if the requested leave will be designated as FMLA/CFRA protected leave and counted against the associate's leave entitlement.

If the Company determines an associate is not eligible for Medical or Family Care LOA, the Company will provide at least one reason for ineligibility. The Company will also inform the associate if it determines that the requested leave does not qualify for FMLA/CFRA protection.

Associates not eligible for a Medical or Family Care LOA may be eligible for an unpaid leave of absence due their own disability or medical condition, which will be assessed by the Company on a case-by-case basis. The Company cannot guarantee reinstatement to employment at the conclusion of such a leave.

### **Serious Health Condition**

To qualify for a Medical or Family Care LOA, an associate must have a serious health condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the associate from performing the functions of the associate's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy (under FMLA only), or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Certification of Need for Medical or Family Care LOA**

The Company may require an attending health care provider's certification of the associate or family member's serious health condition. The Company may also require periodic recertification supporting the need for leave. In any case in which the Company has reason to doubt the validity of any medical certification provided to support an associate's request to take Medical or Family Care LOA because of the associate's own serious health condition, the Company may require the opinion of a second and third health care provider consistent with state and federal law.

### **Military Qualifying Exigency Leave**

Eligible associates under FMLA may be provided up to twelve (12) weeks of leave in a rolling 12 month period when the associate has a qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is on active duty or has been called to active duty in the National Guard or Reserves in support of a contingency operation. "Qualifying exigency" is defined by law as: (1) short-notice deployment, (2) military events and related activities, (3) childcare and school activities, (4) financial and legal arrangements, (5) counseling, (6) rest and recuperation, (7) post-deployment reintegration briefings, and (8) additional activities where the Company and associate agree to the leave. Time off for Military Qualifying Exigency Leave counts towards the 12-week maximum allowable time for Medical or Family Care LOA under FMLA.

### **Military Caregiver Leave**

Eligible associates under FMLA may be provided up to 26 weeks (one-half year) of leave during a single 12-month period to care for a covered service member. A covered service member is the associate's spouse, son, daughter, parent, or next of kin (meaning "nearest blood relative" or person "specially designated") who is recovering from a serious injury or illness which occurred in the line of duty on active duty in the Armed Forces, National Guard, or Reserves, and which may render the service member medically unfit to perform his or her military duties; or for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. An associate may take a maximum combined total of 26 weeks of leave for Military Caregiver Leave and Medical or Family Care Leave or Military Qualifying Exigency Leave in a single 12-month period.

### **During Medical or Family Care LOA**

During a Medical or Family Care LOA, the Company will continue to pay all applicable group health insurance premiums which it ordinarily pays on behalf of the associate. Associates must continue to pay the associate portion of the insurance premium during the leave of absence. Failure by an associate to make his or her premium payment may result in a loss of benefits. If the associate fails to return from this leave, in some circumstances, the Company may attempt to recoup the cost of the insurance premiums paid on behalf of the associate during the leave.

Associates need not use their Medical or Family Care LOA entitlement in one block. Such a leave may be taken intermittently or on a reduced leave schedule when medically necessary. Associates must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations.

### Returning to Work from Medical or Family Care LOA

Associates returning to work upon conclusion of the Medical or Family Care LOA will be returned to their original position or to an equivalent position with equivalent pay and benefits, provided such job would have been available had the associate not taken the leave. Prior to returning to work, where the leave of absence is for the associate's own serious health condition, the associate must provide the Company with certification from the attending health care provider indicating the associate is able to resume his or her work.

Failure to return to work from a Medical or Family Care LOA on the designated date may be interpreted as the associate's voluntary resignation. If the associate returns to work outside of the legally allotted time for such a leave, the associate will only be reinstated if there is an available open position which they are qualified to fill.

### FMLA/CFRA Protections

Use of any of the leaves permitted by the FMLA and the CFRA cannot result in the loss of any employment benefit that accrued prior to the start of an associate's leave.

It is unlawful for employers to interfere with, restrain, or deny the exercise of any right provided under the FMLA or the CFRA or to discharge or discriminate against any person for opposing any practice made unlawful by either law or for involvement in any proceeding under or relating to the FMLA or the CFRA. The FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides for greater family or medical leave rights.

If associates believe that they have been aggrieved, they may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

## PREGNANCY DISABILITY LEAVE (CALIFORNIA ASSOCIATES ONLY)

A pregnancy-related leave of absence will be granted in accordance with the regulations of the State of California Department of Fair Employment and Housing. Associates disabled due to pregnancy are eligible for a maximum of four (4) months leave per pregnancy upon medical certification of the health care provider that the associate is disabled due to pregnancy. Additionally, if the health care provider certifies a transfer to lighter duty, the Company will attempt to provide light duty if possible. Upon return from the leave of absence, the associate will be returned to her same position; however, in certain circumstances, reinstatement may be impossible. Such circumstances may include being in a layoff situation, a plant closure, or if the associate's absence would substantially undermine the Company's ability to operate the business safely or efficiently.

Pregnancy leaves of absence will run concurrently with time off under the FMLA but will not be counted against an associate's time off available under the CFRA.

The Company will continue to pay all applicable group insurance premiums which it ordinarily pays on behalf of the associate during the leave of absence. The associate must continue to pay the associate portion of the insurance premium during the leave of absence. Failure by the associate to make this premium payment may result in a loss of benefits.

At the conclusion of the pregnancy-related leave of absence, a medical certification from the health care provider stating the associate is released to return to work will be required. All requests for pregnancy-related leaves of absence should be received, if possible, at least thirty (30) days prior to the start of the leave. Returning associates should notify the Company at least five (5) work days prior to return. Associates failing to return on the assigned date may be considered to have voluntarily resigned.

## PAID FAMILY LEAVE (CALIFORNIA ASSOCIATES ONLY)

All California associates are entitled to Paid Family Leave (PFL), a new state-sponsored insurance program within the State Disability Insurance (SDI) program. This program has been created to provide associates with partial wage replacement for up to six weeks in any twelve-month period while they are absent from work to care for a seriously ill or injured child, spouse, parent, or domestic partner or bonding with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. Like SDI, PFL does not create the right to a leave of absence or guarantee reinstatement rights other than those already mandated by law. PFL deductions are included in the SDI portion of taxes deducted out of each individual's pay.

Any associate who is entitled to leave of absence under the FMLA and the CFRA must take PFL concurrent with those leaves.

## HOLIDAYS

Temporary associates are eligible for Holiday Pay after meeting the following requirements:

- **Perfect safety record.** No on the job injuries in the quarter preceding the holiday.
- **Good performance rating.** Based on input from our clients, your account manager and your recruiter will rate you every quarter on technical competency, punctuality, professionalism and appearance. **Your rating must be good or excellent in all four categories for the quarter preceding the holiday.**
- **Timely submission of weekly timecards.** Submit your weekly timecard by **5 PM** each Monday. If you have more than one late timecard during the quarter, you will be disqualified.
- **Work at least 935 hours in the preceding six (6) months or 1,650 hours in the prior year before the holiday.**

All benefits, including paid Holidays are at the sole discretion of Skyhawk Wireless and may be modified or discontinued with or without notice.

Following is the list of paid holidays you will receive should you meet the above-mentioned criteria. (The eligibility must be met in the quarter previous to the holiday)

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

## DRUG FREE WORKPLACE POLICY

The use, manufacture, purchase, sale, offer for sale, distribution or possession of any illegal drugs or controlled substances on Skyhawk Wireless premises is prohibited, as is being under the influence of illegal drugs or controlled substances upon reporting to work, while working or on duty or while on Skyhawk Wireless property, Skyhawk Wireless Client property or in a Skyhawk Wireless vehicle. Reporting to work or working while under the influence of alcohol is **also prohibited. Violation of this policy may lead to disciplinary action up to and including termination.**

Any associate who has information concerning possible violations of Skyhawk Wireless Drug Free Workplace policy should contact Human Resources. Similarly, if a supervisor suspects that an associate has a drug or alcohol abuse problem, the supervisor should contact Human Resources.

Associates who voluntarily come forward to management, prior to a situation requiring testing based upon reasonable suspicion and who cooperate with the Company with regard to treatment, may not be subject to discipline. An associate who requests a leave of absence to enter a drug or alcohol rehabilitation program will be reasonably accommodated with an unpaid leave of absence, as required by law, to enroll in such a program if such an accommodation is not an undue hardship on the Company. Associates voluntarily entering a drug or alcohol rehabilitation program may be required to provide medical validation of satisfactory completion of the program. Associates returning to work following satisfactory completion of a rehabilitation program may be subject to drug or alcohol tests without prior notice for up to one (1) year following the return date. A recurrence of a positive drug or alcohol test following return to work may lead to disciplinary action up to and including termination.

If there is a reasonable suspicion that an associate is under the influence of alcohol or drugs while on duty, the associate will be required to take a drug or alcohol screen at a certified laboratory or collection site.

Skyhawk Wireless will perform drug testing in the following situations:

- Pre-Employment;
- Reasonable Suspicion;
- Post Injury, where reasonable cause exists that an associate is under the influence of alcohol, drugs, or controlled substances; or
- Random testing for "safety sensitive" positions in California, and as permitted by law in other states.

The following may result in disciplinary action up to and including termination of employment:

- Drug screen results that are positive (based on federally prescribed cut-off levels) for prohibited drugs;
- Alcohol screen results that indicate an alcohol level of 0.04% or greater;
- Refusal to participate in the screening process; or
- Any attempt to alter, falsify or intentionally contaminate a drug test.

## CONFIDENTIALITY

All Skyhawk Wireless records and information relating to Skyhawk Wireless or its customers are confidential and associates must, therefore, treat all matters accordingly. All confidential information is disclosed or revealed to associates with the understanding that such information is to be considered to be secret and proprietary to the Company and is a valuable commercial asset. No Skyhawk Wireless-or Skyhawk Wireless related information, including without limitation, documents, notes, files, records, oral information, computer files or similar materials may be removed from Skyhawk Wireless 's premises without permission from Skyhawk Wireless except in the ordinary course of performing duties on behalf of Skyhawk Wireless. Additionally, the contents of Skyhawk Wireless records or information otherwise obtained in regard to business may not be disclosed to anyone, except where required for a business purpose. Associates must not disclose any confidential information, purposefully or inadvertently (through casual conversation), to any unauthorized person inside or outside the Company. Associates who are unsure about the confidential nature of specific information must ask their supervisor for clarification. Associates will be subject to disciplinary action, up to and including termination, for revealing information of a confidential nature. Associates are required to sign a Non Disclosure Agreement prepared by the Company as a condition of their employment.

## INVENTIONS

All Skyhawk Wireless associates must be aware that Skyhawk Wireless retains legal ownership of the product of their work. No work product created while employed by Skyhawk Wireless using Skyhawk Wireless time, resources, equipment, supplies, facilities or trade secrets or relating to Skyhawk Wireless business or research or development or the work performed by the associate for Skyhawk Wireless can be claimed, construed, or presented as property of the individual, even after employment by Skyhawk Wireless has been terminated or the relevant project completed. This includes written and electronic documents, audio and video recordings, and also any concepts, ideas, or other intellectual property developed for Skyhawk Wireless, regardless of whether the intellectual property is actually used by Skyhawk Wireless. Although it is acceptable for an associate to display and/or discuss a portion or the whole of certain work product as an example in certain situations (e.g., on a résumé), one must bear in mind that information classified as confidential must remain so even after the end of employment, and that supplying certain other entities with certain types of information may constitute a conflict of interest. In any case, it must always be made clear that the work product is the sole and exclusive property of Skyhawk Wireless. Contract workers must be particularly careful in the course of any work they discuss doing, or actually do, for a competitor of Skyhawk Wireless. Associates are required to sign an Inventions Agreement prepared by the Company as a condition of their employment.

## ASSOCIATE STATUS

### Temporary Workers

Temporary workers are hired for specific client based assignments and may work an irregular schedule. Temporary associates do not receive any additional compensation or benefits provided by the Company.

As a temporary assignment worker:

- Failure to report to an assignment, or failure to complete an assignment, without proper notice to the Company is a substantial breach of duty and job abandonment, and may impact your eligibility for unemployment insurance;
- You are prohibited from providing temporary assignment or contractor services to any Skyhawk Wireless Client to whom you have been introduced during your employment with Skyhawk

Wireless, for a period of 120 days following the termination of your employment with Skyhawk Wireless, without the express written authorization of Skyhawk Wireless. If you fail to abide by this clause, you agree to pay Skyhawk Wireless a sum equal to your standard hourly wage (as outlined in your employment offer letter), multiplied by 200 hours;

- You agree to indemnify and hold the Company harmless from and against any and all liability, claims, damages, losses, judgments, suits, decrees, costs and expenses including attorney's fees, which may be caused by your negligence or failure to perform your duty under the terms of this agreement. You also agree to hold the Company harmless from and against any and all liability, claims, damages, losses, judgments, suits, decrees, costs and expenses, including attorney's fees, which may be caused by your intentional and/or negligent acts of harassment as defined by Title VII.

## When you should call

During your interview, your Recruiter will tell you how often you need to call in with your weekly availability. **If you do not call in, you will be considered unavailable for assignments.** When calling in, leave your name and availability to work. Your status will be updated in our computer system. You will be contacted when we have an assignment to present to you.

While on an assignment through Skyhawk Wireless, you should call:

- Within 24 hours of the end of your assignment. *Please call even if you don't want to go back to work right away so we can keep your status updated in our computer system.*
- If you are going to be late reporting to work for any reason.
- If you can't make it to your assignment for any reason.
- If we leave you a message about an assignment. If we don't hear from you, you may be deactivated from our database.
- If you've been injured at work or have a safety concern. Please contact our Risk Department at 888-671-5678, for after hours, please contact Cathy Lowell at 310-953-3045.
- If you need time off from your assignment (e.g. jury duty, medical issue, family emergency, etc.).
- If you no longer want to be considered for temporary assignments.
- If you change your address or phone number.
- If your job is different from what you were told or you did not receive appropriate training.
- If you are offered regular full-time employment by our client while on assignment.
- If you have any issues or concerns with your assignment, including problems with your supervisor or co-workers.
- If you have any questions regarding your assignment or client policies or procedures.

Because you are an associate of Skyhawk Wireless, it is not appropriate for you to discuss issues or make arrangements directly with our clients. Please be sure to keep your Recruiter updated on all aspects of your assignment.

## HOURS

### BASIC POLICY

As a Skyhawk Wireless associate, your workweek must be flexible to meet the needs of your assignment.

The normal workday may vary according to each assignment's needs. Start and end of day hours may vary.

The client representative must approve all hours.

## MEAL BREAKS

For **non-exempt** associates, a minimum of thirty (30) minutes is provided for an unpaid meal period. All non-exempt associates must take this meal period within five (5) hours of starting their work shift, unless six (6) hours will complete their day. If six (6) hours will complete the day, then the meal period may be waived by mutual consent. Associates working more than ten (10) hours must take a second unpaid meal period of thirty (30) minutes unless twelve (12) hours will complete the day. If twelve (12) hours will complete the day, then the second meal period may be waived by mutual consent only if the first meal period was not waived. Break times may never be added to meal periods to extend the time, nor used to make up for tardiness or leaving work early. Associates may leave the Company premises during their meal break. Your supervisor will give you your meal break schedule.

## BREAK PERIODS

Non-exempt associates are authorized and permitted to take a 10 minute paid break in each four (4) hour segment of work. Your supervisor will determine these break times. Breaks are not to be taken outside the time scheduled unless pre-approved. You cannot add this time to your lunch break or put both breaks together or skip in order to make-up for tardiness. If you work in a department where breaks are not directly assigned, please coordinate with your co-workers to maintain adequate coverage at all times. Always be sure to return to work on time at the end of any break period. In the event of an emergency, or unusual conditions, your supervisor may ask you to change or postpone your break in order to finish a particular project.

## OVERTIME HOURS

CA associates only: For payroll purposes, overtime for all overtime-eligible associates (whether full-time, or part-time) is computed on a daily basis for hours worked in excess of eight (8) hours per work day and a weekly basis for hours worked in excess of 40 hours per work week (except where state laws designate otherwise). The work week is defined as beginning on Monday at 12:00 a.m. (Day 1) and ending Sunday, at midnight (Day 7).

Overtime is normally paid at the following rates:

- time worked beyond eight (8) hours in a work day or 40 in a work week is calculated at time and one half
- time worked beyond 12 hours in a work day is calculated at double time
- time worked on the 7<sup>th</sup> consecutive day worked in a workweek is calculated at time and one half up to eight (8) hours
- time worked beyond eight (8) hours on the 7<sup>th</sup> consecutive day worked in a workweek is calculated at double time

## PROFESSIONAL PRESENTATION

It is critical that temporary assignment associates maintain the highest level of service, customer care and professionalism. While Skyhawk Wireless recognizes that each individual is unique, and values that quality; we also understand our obligation to ensure an outstanding customer experience. To that end, temporary assignment associates must adhere to the following guidelines:

### **Associates will report to their assignment neatly groomed**

- Clean, collared shirt; free of holes, stains, logos or advertisements (client provided shirts with client's logo or advertising is acceptable)
- Fitted, long pants; free of holes, stains, logos or advertisements (jeans are acceptable, but oversized or baggy pants are not acceptable)
- Work boots (steel toe required for Skyhawk Wireless associates)
- All tattoos must be covered at all times (may require long sleeved shirts to be worn under short sleeved shirts)
- Jewelry may not be worn in any facial (external or internal) or body piercing
- Facial hair must be neatly groomed, long hair must be tied back

### **Associates will report to their assignment fully prepared to work**

- Skyhawk Wireless associates must have all tools on their person and accessible at the beginning of the assignment

### **Associates will uphold the Skyhawk Wireless commitment to an outstanding customer experience**

- Profanity is not acceptable at any time, including but not limited to
  - the job site
  - in front of the client
  - among peers
  - during phone conversations
  - in the offices of Skyhawk Wireless
- The use of personal cell phones, pagers, two way radios and all other personal electronic communication devices is prohibited during working hours. All such devices must be turned off at all working times during the associate's assignment (associates are permitted to use personal communication devices during designated break times)
- Smoking inside any client building and/or other area designated by the client, is prohibited
- Smoking during working times is prohibited (subject to client policies, smoking may be permitted during designated break times)
- Smoking in Skyhawk Wireless offices is prohibited
- Unauthorized use or consumption of client property is strictly prohibited, this includes but is not limited to:
  - food
  - beverages
  - televisions/radios/stereo equipment
  - electronic communication devices (i.e. cell phones, pagers, two way radios)
  - computer equipment
  - office equipment

Failure to abide by these guidelines may result in immediate termination of assignment and further disciplinary action, up to and including termination.

## **ATTENDANCE, PUNCTUALITY AND DEPENDABILITY**

Because Skyhawk Wireless depends heavily upon its associates, it is important that associates attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. Associates are expected at work on all scheduled work days and during all scheduled work hours and to report to work on time. Moreover, an associate must notify his/her supervisor as far in advance as possible, but not later than one hour before his/her scheduled starting

time, if he/she expects to be late or absent. This policy applies for each day of his/her absence. An Associate who fails to report to work and fails to contact his/her immediate supervisor or the Human Resources Department may be considered as having abandoned his/her position. A careful record of absenteeism and tardiness is kept by the Associate's supervisor and becomes part of the personnel record. To the extent permitted by law, absenteeism and tardiness may lessen an Associate's chances for advancement and may result in disciplinary action up to and including termination.

Temporary assignment associates are not eligible for sick days.

Notwithstanding the possible effect on your compensation, failure to report to or complete an assignment without proper notice to your Company representative is a substantial breach of duty, and job abandonment. And as such, may impact your eligibility for unemployment insurance.

## TERMINATIONS

Every Skyhawk Wireless associate has the status of "employment-at-will," meaning that the terms of employment may be changed with or without notice, with or without cause, including, but not limited to termination, demotion, promotion, transfer, compensation, benefits, duties, and location of work. There is no agreement express or implied between the Company and its associates for continuing or long-term employment. Accordingly, the Company or the associates may terminate the employment relationship at any time, with or without notice, with or without cause. No supervisor or other representative of the Company has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above except for the CEO of the Company and then only expressly in writing signed by one of them.

Skyhawk Wireless expects all associates to observe certain standards of behavior while at work. These standards are not intended to restrict an associate's legitimate rights, but are for the safety and well-being of all Skyhawk Wireless associates. These standards apply equally to all associates.

Disciplinary action for non-professional behavior may include, but is not limited to, the following: verbal reprimand, written reprimand, suspension, demotion, or termination. Skyhawk Wireless reserves the right to enforce these disciplinary measures as it deems necessary.

The following actions on the part of an associate, while not all inclusive, may be cause for disciplinary action, including termination without prior warning. This list includes but is not limited to:

- Breach of trust or dishonesty.
- Willful violation of an established policy or rule.
- Falsification of Company records, including but not limited to time records and employment application.
- Gross negligence.
- Insubordination.
- Violation of the Anti-Harassment and/or Equal Employment Opportunity Policies.
- Time card or sign-in book violations.
- Undue and unauthorized absence from duty during regularly scheduled work hours.
- Deliberate non-performance of work.
- Larceny or unauthorized possession of, or the use of, property belonging to any co-worker, visitor, or customer of Skyhawk Wireless.
- Possession of dangerous weapons on the premises.
- Unauthorized possession, use or copying of any records that are the property of Skyhawk Wireless.
- Unauthorized posting or removal of notices from bulletin boards.

- Excessive absenteeism or lateness.
- Marring, defacing or other willful destruction of any supplies, equipment or property of Skyhawk Wireless or its Clients.
- Failure to call or directly contact your supervisor when you will be late or absent from work.
- Fighting or serious breach of acceptable behavior.
- Violation of the Alcohol or Drug Policy.
- Theft.
- Violation of the Company's Conflict of Interest/Outside Employment Policy and/or Confidentiality Policy.
- Gambling, conducting games of chance or possession of such gambling devices on the premises or during work hours.
- Leaving the work premises without authorization during work hours.
- Sleeping on duty.
- Unauthorized possession, use of or disclosure of confidential information.
- Abuse of benefits through false representations.
- Submitting doctored receipts for reimbursements for medical, entertainment or travel expenses or for expenses never really incurred or incurred for non business purposes.
- Forging one's supervisor's signature to anything.
- Falsification of any reports or Company records or documents.
- Concealing mistakes.
- Violation of Skyhawk Wireless policy on conflict of interest.
- Acceptance of gifts from suppliers.
- Stealing supplies or equipment.
- Destroying Company property.
- Obtaining one's supervisor's signature under false or fraudulent circumstances.
- Abusive or violent behavior.

This list is intended to be representative of the types of activities that may result in disciplinary action. It is not exhaustive, and is not intended to be comprehensive and does not change the employment-at-will relationship between the associate and the Company-

## ADDITIONAL CORPORATE POLICIES

### REFERENCE CHECKS

All inquiries regarding a current or former Skyhawk Wireless associate must be referred to the Human Resources Department.

Should an associate, supervisor or manager receive a written request for a reference, he/she should refer the request to the Human Resources Department for handling. No one at Skyhawk Wireless may issue a reference letter to any current or former associate without the permission of the Human Resources Department.

Under no circumstances should any Skyhawk Wireless associate, supervisor or manager release any information about any current or former Skyhawk Wireless associate over the telephone. All telephone inquiries regarding any current or former associate of Skyhawk Wireless must be referred to the Human Resources Department.

In response to an outside request for information regarding a current or former Skyhawk Wireless associate, the Human Resources Department will furnish or verify only an associate's name, dates of employment, job title and department. No other data or information regarding any current or former

Skyhawk Wireless associate, or his/her employment with Skyhawk Wireless, will be furnished unless the associate authorizes Skyhawk Wireless to furnish this information in writing that also releases Skyhawk Wireless from liability in connection with the furnishing of this information or Skyhawk Wireless is required by law to furnish such information.

## SAFETY

Maintaining a safe work environment requires the continuous cooperation of all associates. The Company strongly encourages associates to communicate with fellow associates and their supervisor regarding safety issues.

All associates will be provided care, first-aid and emergency service, as required, for injuries or illnesses while on Skyhawk Wireless premises. Associates should contact their supervisor, the nearest supervisor, and/or 911 in the event of an accident or emergency.

If an associate is injured on the job, Skyhawk Wireless provides coverage and protection in accordance with the Workers' Compensation Law. When an injury is sustained while at work, it must be reported immediately to the associate's supervisor, no matter how slight, who in turn will notify Human Resources of the incident.

Failure to report accidents is a serious matter as it may preclude an associate's coverage under Worker's Compensation Insurance and may lead to disciplinary action, up to and including termination.

### **Skyhawk Wireless Commitment To Safety And Health**

#### Safety and Health Policy

Skyhawk Wireless is firmly committed to maintaining a safe and healthful working environment. To achieve this goal, Skyhawk Wireless has implemented a comprehensive Injury and Illness Prevention Program. This program is designed to prevent workplace accidents, injuries, and illnesses. A complete copy of the program is maintained in each Skyhawk Wireless office and is available for your review. A general information pamphlet is also provided to you.

#### Company Housekeeping Policy

Good housekeeping is an integral part of any effective safety program. Keeping work areas neat and clean reduces the chances of accident and injuries. Well-organized work areas also increase the ability of associates to perform their jobs efficiently. Each associate is responsible for keeping his or her work area neat and orderly.

#### Responsibility for Safety and Health

All associates of Skyhawk Wireless are responsible for working safely and maintaining a safe and healthful work environment.

Associates are responsible for attending scheduled safety meetings; complying with safe and healthy work practices described in the Skyhawk Wireless Illness and Prevention Program; utilizing all office equipment safely in accordance with their design and immediately reporting any potentially unsafe condition to the Program Administrator.

## VIOLENCE IN THE WORKPLACE

The Company strongly believes that all associates should be treated with dignity and respect. Acts of violence will not be tolerated. Any instances of violence must be reported to the associate's supervisor and/or the Human Resources Department. All complaints will be fully investigated. Retaliation for making a report in good faith pursuant to this policy is prohibited.

The Company will promptly respond to any incident or suggestion of violence. Violation of this policy will result in disciplinary action, up to and including termination.

## PRIVACY

Skyhawk Wireless management and all Skyhawk Wireless associates should respect the personal privacy of other Skyhawk Wireless associates. Personal information should be protected in the same manner as the Company's confidential information. Disclosing confidential information about a fellow associate without his or her permission may be subject to disciplinary action up to and including termination. Some of the categories of information which should be carefully guarded include the following:

- An associate's home address, phone number and age
- Performance evaluations
- Personnel or medical records
- Any other information which might be sensitive or damaging to another associate's reputation

Please also keep in mind, Skyhawk Wireless reserves the right to access any file/information/data or other items located on or in Skyhawk Wireless property. Nothing in these privacy guidelines is meant to prohibit Skyhawk's ability to review or retain such files/information/data or other items.

## SOLICITATIONS, DISTRIBUTIONS, AND USE OF BULLETIN BOARDS

In order to avoid disruption of Company operations, employees of the Company and outsiders not employed by the Company may not solicit or distribute literature at any time for any purpose during working times in working areas. Non-employees may not solicit or distribute at any time on the premises, including any parking areas which may be Company property.

Working time includes the working time of both the employee doing the soliciting and distributing and the employee to whom the soliciting or distributing is being directed. Working time does not include break periods, meal periods, or any other specified periods during the workday when employees are not engaged in performing their work tasks.

Bulletin boards are for Company use only to post and communicate authorized Company messages and information relating to the Company's business.

## CELLULAR TELEPHONE/ELECTRONIC COMMUNICATION DEVICES

The Company requires that employees act responsibly when using cellular telephones. Common courtesy dictates that employees not use cellular telephones in the common areas of the office so as not to disturb other employees during working time. Further, employees who utilize cellular telephones in the office should place the ringers on vibrate or other silent notification so the work of other employees is not interrupted.

Employees must adhere to all federal, state or local rules and regulations regarding the use of cellular telephones and electronic communication devices while driving. Accordingly, employees must not use

cellular telephones or electronic communication devices if such conduct is prohibited by law, regulation, or other ordinance.

Employees should not use hand held cellular telephones or electronic communication devices while driving for business purposes. Employees whose job responsibilities include regular driving and, who choose to accept or make business calls during that time, are required to use hands-free telephone equipment to facilitate the provisions of this policy. Contact the Human Resources Department to receive more information about this essential equipment.

Employees may not use an electronic communication device while driving to write, send, or read a text-based communication, including but not limited to, text messages, instant messages, or electronic mail.

Employees whose job responsibilities do not specifically include driving as an essential function, but who may use a cellular telephone for calls related to Company business, are also required to abide by the provisions above. Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of a cellular telephone or electronic communication device while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will be subject to discipline up to and including termination.

## RECEIPT FOR EMPLOYEE HANDBOOK

I acknowledge that I have received a copy of Skyhawk Wireless Employee Handbook. I agree to read it thoroughly, including the statements in the introduction describing the purpose and effect of the Handbook. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from the Human Resources Department. In addition, I understand that this Handbook states Skyhawk Wireless policies and practices in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with Skyhawk Wireless for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated by the Company at any time but only in a writing signed by one of the following members of company management: CEO or Director Human Resources.

Please sign and date this receipt and return it to the Human Resources Department.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

## ACKNOWLEDGMENT OF AT-WILL

I acknowledge that my employment at Skyhawk Wireless (the "Company") is "at-will," meaning that the terms of employment may be changed with or without notice, with or without cause, including, but not limited to termination, demotion, promotion, transfer, compensation, benefits, duties, and location of work. There is no agreement express or implied between the Company and me for continuing or long-term employment. Accordingly, either I or the Company may terminate the employment relationship at any time, with or without notice, with or without cause. While supervisors and managers have certain hiring authority, no supervisor, manager, or representative of the Company has any authority to alter the at-will relationship.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_