

Allstaff Technical Solutions, Inc.  
Employee Handbook

# **Allstaff Technical Solutions, Inc. Employee Handbook**

## **ABOUT THIS HANDBOOK / DISCLAIMER**

**We prepared this handbook to assist you in finding the answers to many questions that you may have regarding your employment with Allstaff Technical Solutions, Inc.. Please take the necessary time to read it.**

**We do not expect this handbook to answer all of your questions. Your Supervisor and Human Resources will also be a major source of information.**

**Neither this handbook nor any other verbal or written communication by a management representative, is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. Allstaff Technical Solutions, Inc. adheres to the policy of employment at will, which permits the Company or the employee to terminate the employment relationship at any time, for any reason, with or without cause or notice. No one is authorized to provide any employee with an employment contract or special arrangement concerning terms or conditions of employment.**

**Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.**

**This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to terminate employment at will.**

**This handbook supersedes all prior handbooks.**

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## **Section 1 - Governing Principles of Employment**

### **1-1. Welcome Statement**

For those of you who are commencing employment with Allstaff Technical Solutions, Inc. ("Allstaff Technical Solutions, Inc." or the "Company"), on behalf of Allstaff Technical Solutions, Inc., let me extend a warm and sincere welcome. We hope you will enjoy your work here. We are glad to have you with us.

For those of you who have been with us, thank you for your past and continued service.

I extend to you my personal best wishes for your success and happiness here at Allstaff Technical Solutions, Inc.. We understand that it is our employees who provide the services that our customers rely upon, and who will enable us to grow and create new opportunities in the years to come.

- Rebekah Barr, President

## **1-2. Equal Employment Opportunity**

Allstaff Technical Solutions, Inc. is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, arrest record, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

The Company will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let any Vice President know.

The Company will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Company's operations. If you wish to request such an accommodation, please speak to any Vice President.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of any Vice President. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including discharge.

## **1-3. Non-Harassment**

It is Allstaff Technical Solutions, Inc.'s policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Recruiter. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact any Vice President. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

## **1-4. Sexual Harassment**

It is Allstaff Technical Solutions, Inc.'s policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at the Company all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Recruiter. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact any Vice President. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

## **1-5. Drug and Alcohol-Free Workplace**

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, the Company has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work.

Employees must notify the Company within five calendar days if they are convicted of a criminal drug violation in the workplace. Such employees will be subject to discipline up to and including discharge.

Violation of this policy will result in disciplinary action, up to and including discharge.

The Company has established a drug-free awareness program to make employees aware of the dangers of drug abuse in the workplace.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Company employee, including themselves.

## **1-6. Workplace Violence**

Allstaff Technical Solutions, Inc. is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Company and personal property.

We do not expect you to become an expert in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage you from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or Supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; demonstrating a propensity to behave and react irrationally

### **Prohibited Conduct**

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee **WILL NOT BE TOLERATED**. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Company premises.

### **Procedures for Reporting a Threat**

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom you feel comfortable. Reports of threats may be

maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If you are the recipient of a threat made by an outside party, please follow the steps detailed in this section. It is important for us to be aware of any potential danger in our offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

## Section 2 - Operational Policies

### 2-1. Employee Classifications

The employees of Allstaff Technical Solutions, Inc. are categorized for administrative purposes. The following designations are used throughout the policies in this manual:

**Non-exempt:** Non-exempt employees' jobs are subject to the provisions of the Fair Labor Standards Act (FLSA) by virtue of their job responsibilities, and they receive overtime pay for hours worked in excess of forty in a given week. These employees must submit a completed time card on a weekly basis in order to receive compensation.

**Exempt:** Exempt employees hold professional, administrative, and executive positions. Additionally, some outside sales positions and some computer programmers qualify as exempt employees. Under the FLSA, exempt employees are not eligible for overtime pay. These employees must submit a completed time card for exception pay tracking on a weekly basis in order to receive compensation.

You will be informed of your classifications upon hire and informed of any subsequent changes to your classifications.

**Full-Time:** Full-time staff employees work a minimum of 32 hours per week throughout the fiscal year at a regularly scheduled job. These employees must submit a completed time card on a weekly basis in order to receive compensation.

**Part-Time:** Part-time employees work less than 32 hours per week at a regularly scheduled job. Part-time employees are not eligible for benefits or holiday paid time off offered by Allstaff Technical Solutions, Inc. These employees must submit a completed time card on a weekly basis in order to receive compensation.

### 2-2. Your Employment Records

In order to obtain your position, you provided us with personal information, such as your address and telephone number. This information is contained in your personnel file.

Please keep your personnel file up to date by informing the Payroll Department of any changes. Also, please inform the Payroll Department of any specialized training or skills you may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect your withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach you in a crisis could cause a severe health or safety risk or other significant problem.

### 2-3. Working Hours and Schedule

Allstaff Technical Solutions, Inc. normally is open for business from 8:30 am to 5:30 pm, Monday through Friday. You will be assigned a work schedule and you will be expected to begin and end

work according to the schedule. To accommodate the needs of our business, at some point we may need to change individual work schedules on either a short-term or long-term basis.

Employees will be provided meal and rest periods as required by law. Your Supervisor will provide further details.

## **2-4. Timekeeping Procedures**

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

It is your responsibility to sign your time record to certify the accuracy of all time recorded. Any errors in your time record should be reported immediately to your Supervisor, who will attempt to correct legitimate errors. Timecards are due by 4:00 pm on Fridays. If an employee works through the weekend, the employee's timecard is due by 4:00pm Sunday.

## **2-5. Overtime**

Like most successful companies, we experience periods of extremely high activity. During these busy periods, additional work is required from all of us. Your Supervisor is responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide you with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1½) his/her normal hourly wage for all time worked in excess of forty (40) hours each week, unless otherwise required by law.

Employees may work overtime only with prior management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins on Monday and ends on Sunday.

Exempt employees are not eligible for overtime pay. Please consult with your Recruiter for details.

## **2-6. Compensable Travel Time for Non-Exempt Employees**

Expenses are paid in accordance with the General Services Administration (GSA) schedule. This

information can be found at [www.gsa.gov](http://www.gsa.gov).

PLEASE CONSULT YOUR RECRUITER FOR DETAILS RELATED TO TRAVEL FOR YOUR SPECIFIC PROJECT. All travel must be preapproved in writing by your Recruiter.

## **2-7. Safe Harbor Policy for Exempt Employees**

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that you are paid properly and that no improper deductions are made, you must review your pay stubs promptly to identify and report all errors.

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours you may work for the Company. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example, unless state law requires otherwise, your salary can be reduced for the following reasons:

- Full-day absences for personal reasons.
- Full-day absences for sickness or disability.
- Full-day disciplinary suspensions for infractions of our written policies and procedures.
- Family and Medical Leave absences (either full- or partial-day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- The first or last week of employment in the event you work less than a full week.
- Any full work week in which you do not perform any work.

Your salary may also be reduced for certain types of deductions such as your portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which you performed any work, your salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- Your absence on a day because your employer has decided to close a facility on a scheduled work day.
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work.
- Any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to your accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If you believe you have been subject to any improper deductions, you should immediately report the



matter to your supervisor. If the supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply), you should immediately contact any Vice President or any other supervisor in the Company with whom you feel comfortable.

## **2-8. Your Paycheck**

You will be paid weekly for all the time you have worked during the past pay period.

Your payroll stub itemizes deductions made from your gross earnings. By law, the Company is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Your payroll stub will also differentiate between regular pay received and overtime pay received.

If you believe there is an error in your pay, bring the matter to the attention of the Payroll Department immediately so the Company can resolve the matter quickly and amicably.

Your paycheck will be given only to you, unless you request that it be mailed, or authorize in writing another person to accept your check for you.

## **2-9. Direct Deposit**

Allstaff Technical Solutions, Inc. promotes a paperless environment and strongly encourages employees to use direct deposit or a debit card option. Authorization forms are available from the Payroll Department.

## **2-10. Performance Reviews**

Depending on your position and classification, Allstaff Technical Solutions, Inc. endeavors to review your performance annually. However, please understand that a positive performance evaluation does not guarantee an increase in salary, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

If an employee demonstrates poor work performance/habits at the end of the introductory period or during the annual evaluation, additional performance reviews may be established and may range from 30- to 90-calendar-day reviews, depending on the severity of the circumstances. The employee's failure to show improvement during these reviews may result in a delay of salary adjustment or no salary adjustment and continued poor performance may result in termination of employment.

In addition to these formal performance evaluations, the Company encourages you and your Supervisor to discuss your job performance on a frequent and ongoing basis.

## **2-11. Record Retention**

The Company acknowledges its responsibility to preserve information relating to litigation, audits

and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the Company and its employees and possible disciplinary action against responsible individuals (up to and including termination of employment). Each employee has an obligation to contact any Vice President to inform them of a potential or actual litigation, external audit, investigation or similar proceeding involving the Company that may have an impact on record retention protocols.

## Section 3 - Benefits

### 3-1. Benefits Overview

In addition to good working conditions and competitive pay, it is Allstaff Technical Solutions, Inc.'s policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet your present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs Allstaff Technical Solutions, Inc. provides for you and your family. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for your general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon your request from the Payroll Department. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, Allstaff Technical Solutions, Inc. (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If you have any questions regarding your benefits, please contact the Payroll Department.

### 3-2. Job Categories for Benefits

**Short term contract** (non-exempt) – Under a year, **not** eligible for benefits or paid time off (vacation/sick/holidays).

**Short term contract/SCA** (non-exempt) – Eligible for benefits & 10 Federal holidays. No other paid time off (vacation/sick).

**Temp. To Perm.** (exempt or non-exempt) – 6 month or less temporary assignment before moving to a permanent position. Eligible for benefits with no paid time off (vacation/sick/holiday).

**Temp. To Perm./SCA** (non-exempt) – eligible for benefits with 10 Federal holiday and no other paid time off (vacation/sick).

**Consultants** (exempt) – Full time employee, eligible for benefits and paid time off (vacation/sick/holiday).

**Consultants/SCA** (non-exempt) - Full time employee, eligible for benefits and paid time off (vacation/sick/holiday).

### **3-3. Holidays**

Full-time employees will be paid for the following holidays based on job category:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Employees working on government contracts will also receive the following paid holidays:

Martin Luther King, Jr.'s Birthday  
President's Day ("Washington's Birthday")  
Columbus Day  
Veterans Day

Employees who are not working on government contracts will also receive the day after Thanksgiving as a paid holiday.

When holidays fall or are celebrated on a regular work day, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in lieu of the PTO day.

### **3-4. Paid Time Off**

We know how hard you work and recognize the importance of providing you with time for rest and relaxation. We fully encourage you to get this rest by taking your paid time off. Time off under this policy includes extended time off, such as for a vacation, and incidental time due to sickness or to handle personal affairs.

Full-time employees accrue paid time off as follows:

Eligible full-time employees working on federal contracts will accrue up to twelve (12) days of paid time off per year. Paid time off is accrued on a pro-rata basis throughout the year (1.85 hours per week).

Eligible full-time employees not working on federal contracts will accrue up to fifteen (15) days of paid time off per year. Paid time off is accrued on a pro-rata basis throughout the year (2.31 hours per week).

The PTO balance remaining at the end of the year will roll forward into the next year, unless otherwise required by law.

You must submit a request to your manager at least 2 weeks in advance of your planned time off. Every effort will be made to grant your request, consistent with our operating schedule. However, if too many people request the same period of time off, the Company reserves the right to choose who may take time off during that period. Individuals with the longest length of service generally will be given preference.

If you will be out of work due to illness or due any other emergency for which notice could not be provided, you must call in and notify your supervisor as early as possible, but at least by the start of your workday.

PTO will be deducted automatically from your accrual bank for time taken away from work.

Paid time off may be used in a minimum of one (1) hour increments.

Advanced but unaccrued paid time off will be deducted from your final paycheck, to the extent permitted by law.

### **3-5. Insurance Programs**

Full-time employees may participate in the Company's insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, you will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to speak to Human Resources if you have any further questions.

### **3-6. Benefits Summary by Job Category**

#### **Consultant/ Consultant- SCA/Full Time:**

Paid time off  
Health Insurance  
Dental  
Vision  
401K  
Flexible Spending Account (FSA)  
529 Education Plan  
Commuter Benefits Plan  
Other Financial and optional benefits

#### **Short term:**

Dental  
Vision  
401K  
Flexible Spending Account (FSA)  
529 Education Plan  
Commuter Benefits Plan  
Other Financial and optional benefits

#### **Short term – SCA/ Temp to perm - SCA:**

10 paid Federal Holidays  
Health Insurance  
Dental  
Vision  
401K  
Flexible Spending Account (FSA)  
529 Education Plan  
Commuter Benefits Plan  
Other Financial and optional benefits

#### **Temp. To Perm:**

Health Insurance  
Dental  
Vision  
401K  
Flexible Spending Account (FSA)  
529 Education Plan  
Commuter Benefits Plan  
Other Financial and optional benefits

### **3-7. Workers' Compensation**

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your Supervisor. Failure to follow Company procedures may affect your ability to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

### **3-8. Jury Duty Leave**

Allstaff Technical Solutions, Inc. realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. You are expected, however, to provide the Company with proper notice of your request to perform jury duty and with your verification of service. You also are expected to keep management informed of the expected length of your jury duty service and to report to work for the major portion of the day if you are excused by the court. If the required absence presents a serious conflict for management, you may be asked to try to postpone your jury duty. Employees on jury duty leave will be paid for their jury duty service in accordance with state law. Where state law does not require payment for jury duty leave, PTO must be used.

### **3-9. Voting Leave**

In the event an employee does not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, your Supervisor should be notified at least two days prior to the voting day. Where state law does not require payment for jury duty leave, PTO must be used.

### **3-10. Bereavement Leave**

Bereavement days are not provided. In the event that days are needed for bereavement, you will need to use PTO time to cover your time off.

### **3-11. Retirement Plan**

Eligible employees are able to participate in the Company's retirement plan. Plan participants may make pre-tax contributions to a retirement account.

Upon becoming eligible to participate in this plan, you will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, feel free to speak to the Payroll Department if you have any further questions.

## **Section 4 - Leaves of Absence**

### **4-1. Military Leave**

If you are called into active military service or you enlist in the uniformed services, you will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, you must provide management with advance notice of your service obligations unless you are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable for you to provide such notice. Provided your absence does not exceed applicable statutory limitations, you will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Please ask management for further information about your eligibility for Military Leave.

If you are required to attend yearly Reserves or National Guard duty, you can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). You should give management as much advance notice of your need for military leave as possible so that we can maintain proper coverage while you are away.

### **4-2. Family and Medical Leave**

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact the Payroll Department.

#### **I. Eligibility**

FMLA leave is available to “eligible employees.” To be an “eligible employee,” an employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

#### **II. Entitlements**

The FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration. The FMLA also entitles employees to certain written notices concerning their potential eligibility for and designation of FMLA leave.

##### **A. Basic FMLA Leave Entitlement:**

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Leave may



be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of contingency operation. This leave also is available for family members of active duty service members.

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 employee from performing the functions of the employee'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 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Qualifying exigencies** may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

## **B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "**covered servicemember**" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness, or who was a member of the Armed Forces (including members of the National Guard or Reserves) at any time during the five years preceding the date of treatment, recuperation or therapy. A member of the Armed Forces would have a serious injury or illness if he/she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render

the servicemember medically unfit to perform duties of the member's office, grade, rank or rating.

### **C. Intermittent Leave and Reduced Leave Schedules**

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember.

### **D. No Work While on Leave**

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

### **E. Protection of Group Health Insurance Benefits**

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

### **F. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

### **G. Notice of Eligibility for, and Designation of, FMLA Leave**

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

## **III. Employee FMLA Leave Obligations**

### **A. Provide Notice of the Need for Leave**

Employees who take FMLA leave must timely notify the Company of their need for FMLA leave. The following describes the content and timing of such employee notices.

## **1. Content of Employee Notice**

To trigger FMLA leave protections, employees must inform the Payroll Department of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency cause by a covered military member being on active duty or called to active duty status; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in “sick,” without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company’s questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

## **2. Timing of Employee Notice**

Employees must provide 30 days’ advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days’ notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days’ notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

## **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company’s operations, subject to the approval of an employee’s health care provider. Employees must consult with the Company prior to

the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

### **C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

#### **1. Initial Medical Certifications**

Employees requesting leave because of their own, or a covered relation's, serious health condition, or

to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

## **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

## **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

## **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

### **E. Substitute Paid Leave for Unpaid FMLA Leave**

Employees must use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with an employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

### **F. Pay Employee's Share of Health Insurance Premiums**

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a "pay-as-you-go" method.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

## **IV. Exemption for Highly Compensated Employees**

The Company may choose not to return highly compensated employees (highest paid 10% of employees at a worksite or within 75 miles of that worksite) to their former or equivalent positions following a leave if restoration of employment will cause substantial economic injury to the Organization. (This fact-specific determination will be made by the Organization on a case-by-case basis.) The Organization will notify you if you qualify as a "highly compensated" employee, if the Organization intends to deny reinstatement, and of your rights in such instances.

## **V. Questions and/or Complaints about FMLA Leave**

If you have questions regarding this FMLA policy, please contact the Payroll Department. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the Human Resources Department immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

## **VI. Coordination of FMLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in this Handbook or contact Human Resources.

## **Section 5 - General Standards of Conduct**

### **5-1. Workplace Conduct**

Allstaff Technical Solutions, Inc. endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the Company's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing Company property or a co-worker's property, and/or disclosure of confidential information.
3. Completing another employee's time records.
4. Dishonesty.
5. Violation of safety rules and policies.
6. Violation of Allstaff Technical Solutions, Inc.'s Drug and Alcohol-Free Workplace Policy.
7. Fighting, threatening or disrupting the work of others or other violations of Allstaff Technical Solutions, Inc.'s Workplace Violence Policy.
8. Insubordination or disobedience of a lawful management directive.
9. Use of foul or inappropriate language.
10. Loitering or loafing during work time, or leaving a work area without the permission of management.
11. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
12. Gambling on Company property.
13. Stopping work prior to the end of any shift without management's permission.
14. Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee.
15. Wasting work materials.



16. Performing work of a personal nature during working time.
17. Violation of the Solicitation and Distribution Policy.
18. Violation of Allstaff Technical Solutions, Inc.'s Harassment or Equal Employment Opportunity Policies.
19. Violation of the Communication and Computer Systems Policy.
20. Unsatisfactory job performance.
21. Any other violation of Company policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and Allstaff Technical Solutions, Inc. reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, Allstaff Technical Solutions, Inc. will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate an employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

## **5-2. Punctuality and Attendance**

You were hired to perform an important function at Allstaff Technical Solutions, Inc. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, your attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on your fellow employees and your Supervisors. We expect excellent attendance from each of you. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, that there are times when absences and tardiness cannot be avoided. In such cases, you are expected to notify your Supervisor as early as possible, but no later than the start of your work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Please call, stating the nature of your illness and its expected duration, every day that you are absent.

Unreported absences of three consecutive work days generally will be considered a voluntary resignation of your employment with the Company.

## **5-3. Use of Communication and Computer Systems**

Allstaff Technical Solutions, Inc.'s communication and computer systems are intended for business purposes and may be used only during working time; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Company policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to

their use of the systems.

Allstaff Technical Solutions, Inc. may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence.

Further, Allstaff Technical Solutions, Inc. may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review employees' use of the Internet with Company property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies prohibiting harassment, in their entirety, apply to the use of the Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Since the Company's communication and computer systems are intended for business use, these systems may not be used to solicit for religious or political causes or outside organizations.

Further, since the Company's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

## **5-4. Inspections**

Allstaff Technical Solutions, Inc. reserves the right to require employees while on Company property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal

possessions or places of concealment, as well as personal mail sent to the Company or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

## **5-5. Smoking**

Smoking is prohibited on Company premises and in all Company vehicles.

## **5-6. Personal Visits and Telephone Calls**

Disruptions during working time can lead to errors and delays. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees are prohibited from having personal guests visit or accompany them anywhere in our facilities or clients' facilities other than the reception areas.

## **5-7. Solicitation and Distribution**

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on working time. "Working time" is the time an employee is engaged, or should be engaged, in performing his/her work tasks for Allstaff Technical Solutions, Inc.. Solicitation of any kind by non-employees on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the Company is prohibited at all times. Distribution of literature by non-employees on Company premises is prohibited at all times.

## **5-8. Confidential Company Information**

During the course of work, an employee may become aware of confidential information about Allstaff Technical Solutions, Inc.'s business, including but not limited to information regarding Company finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers, customers and potential customers, and knowledge, skills and abilities of personnel. An employee also may become aware of similar confidential information belonging to the Company's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to our competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Company may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

## **5-9. Conflict of Interest and Business Ethics**

It is Allstaff Technical Solutions, Inc.'s policy that all employees avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental

principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

- (1) Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization.
- (2) Holding any interest in an organization that competes with the Company.
- (3) Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company.
- (4) Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and the Company.

## **5-10. Blogging**

Allstaff Technical Solutions, Inc. respects the right of any employee to maintain a blog. However, to protect the Company's interests and ensure employees focus on their job duties, employees must adhere to the following rules:

1. Employees may not post on a blog during work time or with Company equipment or property.
2. All rules regarding confidential information apply in full to blogs. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog.
3. If employees mention the Company in a blog and also express a political opinion or an opinion regarding the Company's actions, the poster must specifically note that the opinion expressed is his/her personal opinion and not the Company's position. This is necessary to preserve the Company's good will in the marketplace.
4. Any conduct which under the law is impermissible if expressed in any other form or forum is impermissible if expressed through a blog.

Further, the Company encourages all employees to contemplate the speed and manner in which information posted on a blog can be relayed and often misunderstood by readers. Thus, subject to the limited restrictions above, while an employee's free time is generally not subject to any restrictions by the Company, the Company urges all employees to not post information regarding the Company or their jobs which could lead to morale issues in the workplace or which could detrimentally affect the Company's business.

## **5-11. Use of Facilities, Equipment and Property, Including Intellectual Property**

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Please notify your Supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the Company is not responsible for any damage to employees' personal belongings unless the employee's Supervisor provided advance approval for the employee to bring the personal property to work.

## **5-12. Health and Safety**

The health and safety of employees and others on Company property are of critical concern to Allstaff Technical Solutions, Inc. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's Supervisor as soon as possible, regardless of the severity of the injury or accident.

### **5-13. Employee Dress and Personal Appearance**

You are expected to report to work well groomed, clean, and dressed according to the requirements of your position. Some employees may be required to wear uniforms or safety equipment/clothing. Please contact your Supervisor for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well groomed and wearing the proper attire.

### **5-14. Operation of Vehicles/Cellular Phones**

All employees authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Allstaff Technical Solutions, Inc. business must possess a valid driver's license, current proof of automobile insurance, and an acceptable driving record. A copy of your driver's license and proof of insurance must be provided to Allstaff upon hire. Any change in license or insurance status or driving record must be reported to management immediately. Additionally, each employee must have a driving authorization form on file prior to driving for any of our customers.

A valid driver's license must be in your possession while operating a vehicle off or on Company property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Company-owned or leased vehicles may be used only as authorized by management.

#### **Cellular Phone Usage When Driving**

Employees with cell phones must refrain from using their phones while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Employees who do not drive Company cars but use a cell phone for business use also must abide by the above regulations.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs. Additionally, no texting or emailing is permitted while driving.

### **5-15. Business Expense Reimbursement**

Employees may be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by your Supervisor, and may include air travel, hotels, motels,

meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the Payroll Department along with the receipts in a timely manner.

Employees are expected to exercise restraint and good judgment when incurring expenses. You should contact your Supervisor in advance if you have any question about whether an expense will be reimbursed.

## **5-16. References**

Allstaff Technical Solutions, Inc. will respond to reference requests through the Human Resources Department. The Company will provide general information concerning the employee such as date of hire, date of termination, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Human Resources Dept.

**Only the Human Resources Department may provide references.**

## **5-17. If You Must Leave Us**

Should you decide to leave the Company, we ask that you provide your Supervisor with at least two (2) weeks advance notice of your departure. Your thoughtfulness will be appreciated.

All Company property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc. must be returned at separation. Employees also must return all of the Company's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay the Company (through payroll deduction, if lawful) for any lost or damaged Company property.

As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

## **5-18. Exit Interview**

Employees who resign are requested to participate in an exit interview with Human Resources, if possible.

## **Section 6 - Co-employment with Oasis Outsourcing**

### **6-1. Introduction**

Welcome to the world of co-employment!

This means that you will have two employers instead of one and we would like to take just a moment to explain how it works. Oasis Outsourcing is a professional employer organization (PEO) that will be your Administrative Employer and "Employer of Record" for purposes related to recordkeeping and complying with applicable federal, state and local law governing co-employment arrangements. Your Worksite Employer will set your wages, working hours, and all terms and conditions of your employment. You will report to work at your Worksite Employer's jobsite and follow your Worksite Employer's policies and procedures to the extent it decides to supplement the general policies contained in this handbook.

It is important to understand what Oasis Outsourcing does and what it does not do. Oasis Outsourcing is not a joint employer, partner, or related company of your Worksite Employer. Instead, Oasis Outsourcing is an unrelated, independent company that contracts to provide administrative services to your Worksite Employer such as processing payroll, issuing paychecks and year-end W-2 forms, collecting and paying employment taxes, processing new hire paperwork, assisting in the production of this handbook, administering workers' compensation and unemployment compensation claims, providing general assistance with human resource issues, and administering the health insurance and other benefits chosen by your Worksite Employer.

Oasis Outsourcing does not set your pay rate, work schedule, job duties, performance expectations, or determine the specific terms and conditions of your employment, including the type and level of benefits that you will receive (e.g., how much vacation or sick leave you will receive, whether health insurance will be available and upon what terms, or whether you will be entitled to a benefit based on a specific set of circumstances that may arise during your employment). Instead, these matters will be determined by your Worksite Employer and Oasis Outsourcing merely administers the compensation, benefits and other programs that your Worksite Employer has chosen to make available to you.

Your Worksite Employer will provide you with training and supervision at the worksite, advise you of your specific job duties and monitor your performance, and make all employment-related decisions related to your advancement opportunities, work assignments, compensation and benefits. Your Supervisor or other representative of management at the Worksite Employer is the best source for specific information on your job and should be able to answer most of your day-to-day questions. However, Oasis Outsourcing is available to answer specific questions you may have on the administrative matters that it will be handling for your Worksite Employer.

The staff hours of Oasis Outsourcing are Monday through Friday, 9:00 a.m. to 5:00 p.m. and may be reached at 1-888-818-9797.



## **6-2. Benefits Overview**

Eligible employees are provided a wide range of benefits. A number of the programs (such as Social Security, Workers Compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your Supervisor can identify the programs for which you are eligible.

The Company reserves the right to amend or withdraw any or all of the benefits programs at its sole discretion at any time, with or without notice.

## **6-3. Unemployment Compensation**

In accordance with the provisions of your state Unemployment Act, if you become unemployed due to lack of work, you will be eligible for weekly benefits, provided you meet the requirements of the Act. The Company pays the entire tax in the majority of states. In the event your assignment at any Work Site Employer terminates due to reduction in workforce or lay off, you must report to the Company within 48 hours (not including weekends) for possible reassignment. Unemployment benefits may be denied to an employee for failure to do so. Such notice should be addressed to:

Oasis Outsourcing  
Attn: Human Resources Department  
2054 Vista Parkway, Ste 300  
West Palm Beach, FL 33411  
(888) 818-9797

## **6-4. Workers' Compensation**

According to the laws of the state in which we operate, Workers' Compensation Insurance is provided to all employees, which applies to all accidental injuries to an employee while at work. Workers' Compensation is carried to cover expenses and earnings lost due to injury while you are on the job. The individual laws of your state regulate the amount you are entitled to receive to cover medical expenses and to make up part of any loss in earnings.

Notices are posted regarding Workers compensation coverage. If for any reason you cannot locate these printed notices, inform the President immediately.

A safe environment is everyone's responsibility. If you are aware of any safety problems, it is your responsibility to report your concerns to your work site Supervisor immediately.

- You must immediately report any work-related injury to your work site Supervisor. Failure to report the incident may jeopardize your benefits and your employment.
- The Work Site Employer has the right to obtain an alcohol and/or drug test at any time including, but not limited to, after an on-the-job injury. Positive results may jeopardize your benefits and your employment.

- If the Work Site Employer requires the use of personal protective clothing, shoes, glasses, or equipment, failure to use these items may result in a reduction in your benefits and termination of your employment.

Your awareness and compliance with safety measures will help promote a safe working environment for you and your co-workers. Many states require a waiting period before payment under Workers' Compensation begins.

## **6-5. Section 125 Cafeteria Plans**

Eligible employees may also participate in the Medical and/or Dependent Care Reimbursement Account(s). Reimbursement accounts offer employees a tax savings opportunity by allowing employees to set aside pre-tax money to pay for certain medical and childcare expenses. The Section 125 Plan is most commonly used to pay for the portion of the health care premiums paid by the employee. Because Oasis manages your health care benefits, deductions will be taken from gross earnings, before payroll taxes are applied.

There are two types of reimbursement accounts, Health Care and Dependent Care. Employees can put money into one or both accounts, but they are considered separate accounts.

Because the reimbursement accounts are covered under IRS Code Section 125, there are strict rules and regulations about how the accounts can be used. The most important thing to remember about reimbursement accounts is that although they offer the opportunity for significant tax savings, you need to plan your deferrals very carefully. Once you have declared the amount of money you want to go into your reimbursement account, the election is irrevocable for that calendar year. This means that it remains in effect the entire twelve (12) months of the year except for family status changes. Changes in family status must be reported to the Benefits Administrator within thirty (30) days of the event in order to modify or revoke this benefit election. IRS regulations state that any money left in your reimbursement account at the end of the calendar year, after all eligible claims have been paid, will be forfeited.

Contact Oasis for additional information.

## **6-6. Section 132 Parking and Transit**

As a result of federal regulations, parking and transit costs can now be set-up on a pre-tax basis. Employee can decide how much will be deducted from his/her paycheck and when he/she incurs parking or transit costs, employees must submit receipts for reimbursement.

There are two types of reimbursement accounts, Qualified Parking and Transit Passes. Funds from the two different accounts can not be commingled.

- Qualified Parking on or near the workplace, at or near a location from which employees commute to work by mass transit or vanpool.
- Transit Passes tokens, fare-care, voucher, toll or similar item or vanpooling in a commuter vanpool from the employee's residence to their place of employment.

There is a maximum monthly reimbursement set by federal regulations that changes each year. Contact Oasis for additional information.

## **6-7. 401(K)**

A 401(k) plan has been established. Participation is optional and voluntary.

All employees will be eligible to participate in the plan after completing the service eligibility requirements set by the plan. Eligible employees may participate in the 401(k) plan subject to all terms and conditions of the plan.

The 401(k) savings plan allows you to elect how much of your salary, within the limits of the plan, to defer and provides for self-directed investment of your plan accounts, so you can tailor your own retirement package to meet your individual needs.

Because your deferral to a 401(k) plan is automatically deducted from your pay before federal and state tax withholdings are calculated, you save tax dollars now by having your current taxable amount reduced. The amounts deducted generally will be taxed when they are finally distributed.

In addition to the 401(k) pretax option, the plan also allows employees to participate in the new Roth 401(k) post-tax option. This deduction is similar to the Roth IRA and does not reduce taxable income. There is no tax liability upon distribution of the Roth funds. This means that your gains will grow tax-free and you will never pay taxes on the gains.

Complete details of the 401(k) savings plan are described in the Summary Plan Description provided to eligible employees.

Contact Oasis for more information about the 401(k) plan.

## **6-8. Credit and Employment Verification**

Credit information on an employee is occasionally requested by financial institutions, government agencies, credit unions, banks, and finance companies.

The Company offers two options for obtaining employee information, either by web or phone. Both options are available 24 hours a day.

Please follow the following procedures for employment verification using the Automated Employment Verification line, called "The Work Number".

**Employment Verification:** To have your employment information such as employment date, title, and status verified, give the person requesting this information your Social Security number and the website [www.theworknumber.com](http://www.theworknumber.com) or Requester Instruction number: 800-367-5690. They will be able to receive the employment information within minutes via web, phone or fax.

**Employment and Payroll Verification:** If it is necessary to give the person your payroll information, you must first establish a Salary Key using the following procedure:

1) Log onto [www.theworknumber.com](http://www.theworknumber.com) or call the special Employment Set-up number: 800-367-2884.

- 2) Enter the Employer Code 11556
- 3) Enter your Social Security number and follow the instructions.
- 4) Enter your PIN number (the last four digits of your Social Security Number).
- 5) Select the "Create a Salary Key" option. Write down the six-digit Salary Key provided by the system.
- 6) Give the person that needs your employment and payroll information the Salary Key, your Social Security number, the Employer Code (11556) and the website, [www.theworknumber.com](http://www.theworknumber.com), or the Requester number: 800-367-5690.

Within minutes, the person requesting your Employment and Payroll information will be able to view the information on the web, listen to the information over the phone, or receive the information by fax.

Government Agencies: If you are seeking assistance from a government agency, please tell the person you are working with at the agency to access the special Government Agency Employment Verification by logging onto [www.theworknumber.com/socialservices](http://www.theworknumber.com/socialservices) or by calling 800-660-3399. The Government Agency must pre-register by calling 800-996-7566 to use either method.

## 6-9. Frequently Asked Questions

- Do I have to do anything to update my employment verification?  
*No, the employment and payroll information is automatically updated after every payday.*
- Can I still get my employment verified by calling or writing to the Human Resources or Payroll Departments?  
*No, the Employment Verification InfoLine will be the only means to verify your employment.*
- Who will have access to my employment verification?  
*Only those you wish to give access. You give a requester access to your information by giving him or her your Social Security number and the Requester InfoLine telephone number.*
- What if I have problems using The Work Number? What if I need the assistance of a translator?  
*You may contact The Work Number Client Service team by calling 800-996-7566. They are available Monday through Friday 8:00 a.m. to 9:00 p.m. Eastern time, except major holidays.*

Website: [www.theworknumber.com](http://www.theworknumber.com)  
Employee: 800-367-2884  
Requester: 800-367-5690  
Government Agency: 800-660-3399

## 6-10. Contact Information

For questions regarding work site issues such as hours of work, schedule, work procedures, or training, contact your work site Supervisor or Manager.

For questions regarding your paycheck or benefits, please call the Company's payroll team or Oasis Corporate Office at 888-627-4735.

For questions regarding work-related injuries, please call the Company's Risk Management Department at 800-329-7823.

If you have any questions regarding the contents of this document, please ask your work site Supervisor or contact:

Oasis Outsourcing  
Attn: Human Resources Department  
2054 Vista Parkway, Ste 300  
West Palm Beach, FL 33411  
(888) 818-9797

## **Section 7 – California State Specific Laws**

### **7-1. Equal Employment Opportunity (California Employees Only)**

Allstaff Technical Solutions, Inc. is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, national origin, ancestry, sex, gender, gender identity, pregnancy, childbirth or related medical condition, religious creed, physical disability, mental disability, age, medical condition (cancer), marital status, sexual orientation, or any other characteristic protected by federal, state or local law. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

The Company will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let your Recruiter know.

The Company will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Company's operations. If you wish to request such an accommodation, please speak to your Recruiter.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of your Recruiter. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including discharge.

### **7-2. Sexual Harassment (California Employees Only)**

It is Allstaff Technical Solutions, Inc.'s policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at the Company all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Recruiter. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after

reporting any incident of what you perceive to be harassment, please contact any Vice President. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

### **7-3. Working Hours and Schedule (California Employees Only)**

Allstaff Technical Solutions, Inc. will determine hours of operation by location. You will be assigned a work schedule and you will be expected to begin and end work according to the schedule. To accommodate the needs of our business, at some point we may need to change individual work schedules on either a short-term or long-term basis.

Full time employees are entitled to two (2) 10-minute rest breaks each day. You will be paid for these rest breaks. Your supervisor will advise you of the time of your breaks. You are expected to return to work promptly at the end of any break. Employees may not leave the property during breaks.

If you work longer than five (5) hours in a workday, you will be given an unpaid meal period of at least thirty (30) minutes, which must commence no later than the end of your fifth hour of work. Your manager or supervisor will schedule your meal period. You must not perform any work during your meal period.

You may leave the premises during your meal period. It is important that you return to work promptly at the end of your meal period.

### **7-4. Overtime (California Employees Only)**

Like most successful companies, we experience periods of extremely high activity. During these busy periods, additional work is required from all of us. Your Supervisor is responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide you with adequate advance notice in such situations.

Non-exempt employees generally will be paid overtime at the rate of time and one-half (1 1/2) times their normal hourly wage for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week, or for the first eight (8) hours on the seventh day in the same workweek.

Non-exempt employees generally will be paid double-time for hours worked in excess of twelve (12) in any workday or in excess of eight (8) on the seventh day of the workweek.

Employees may work overtime only with management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins on Monday and ends on Sunday.

### **7-5. Paid Time Off (California Employees Only)**

We know how hard you work and recognize the importance of providing you with time for rest and relaxation. We fully encourage you to get this rest by taking your paid time off.

Eligible employees accrue paid time off up to a cap of 1.75 times their maximum yearly accrual. At that point, accrual stops until banked paid time off is used. For example, if maximum paid time off accrual for a year is twelve (12) days, an eligible employee will stop accruing paid time off once the employee has twenty-one (21) banked days.

Accrued, unused paid time off is paid out upon separation, unless otherwise required by law.

### **7-6. Workers' Compensation (California Employees Only)**

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your Supervisor. Failure to follow Company procedures may affect your ability to receive Workers' Compensation benefits.

Any leave of absence due to a workplace injury runs concurrently with all other Company leaves of absence. Reinstatement from leave is guaranteed only if required by law. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

### **7-7. Voting Leave (California Employees Only)**

In the event an employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may take off sufficient working time to vote. This time should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from work. An employee will be allowed a maximum of two (2) hours of voting leave on Election Day without loss of pay. Where possible, the supervisor should be notified of the need for leave at least three (3) working days prior to the Election Day.

### **7-8. Paid Family Leave Benefits (California Employees Only)**

An employee, who is off work to care for a child, spouse, parent, or registered domestic partner with a serious health condition, or to bond with a new child, may be eligible to receive benefits through the California "Paid Family Leave" (PFL) program, which is administered by the Employment Development Department (EDD).

These benefits are financed solely through employee contributions to the PFL program. That program is solely responsible for determining if an employee is eligible for such benefits. Generally there is a waiting period during which no PFL benefits are available. The EDD can provide additional information about any applicable waiting period.

If you need to take time off work to care for a child, spouse, parent, or registered domestic partner with a serious health condition or to bond with a new child please advise the Payroll Department, and



you will be given information about the EDD's PFL program and how to apply for benefits. Employees also may contact their local Employment Development Department Office for further information. You should maintain regular contact with the Payroll Department during the time you are off work so we may monitor your return-to-work status. In addition, you should contact the Payroll Department when you are ready to return to work so we may determine what positions, if any, are open to you.

When an employee applies for PFL benefits, the Payroll Department will determine if the employee has any accrued but unused vacation and personal days available. If the employee has accrued but unused time available, then the employee will be required to use up to two (2) weeks of such time before becoming eligible for PFL benefits.

Employees taking time off work to care for a child, spouse, parent, or domestic partner with a serious health condition or to bond with a new child are not guaranteed job reinstatement unless they qualify for such reinstatement under federal or state family and medical leave laws.

Any time off for Paid Family Leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave, if applicable. Please see the "Family and Medical Leave" policy in this Handbook for eligibility requirements.

## **7-9. Family and Medical Leave (California Employees Only)**

**The Leave Policy.** Under the federal Family Medical Leave Act and the California Family Rights Act, you are eligible to take up to twelve (12) weeks of unpaid family/medical leave within any 12-month period and be restored to the same or an equivalent position upon your return from leave (subject to the terms of the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) provided you: (1) have worked for the Company for at least twelve (12) months **and** a total of at least one thousand, two hundred and fifty (1,250) hours in the last twelve (12) months; **and** (2) are employed at a worksite that has fifty (50) or more employees within seventy-five (75) miles. The 12-month period is a rolling 12 months and will be measured backward from the date an employee uses any FMLA leave.

**Reasons for Leave.** You may take family/medical leave for any of the following reasons: (1) the birth of a son or daughter and in order to care for such son or daughter; (2) the placement of a son or daughter with you for adoption or foster care and in order to care for the newly placed son or daughter; (3) to care for a spouse, domestic partner, son, daughter, or parent ("covered relation") with a serious health condition; or (4) because of your own serious health condition which renders you unable to perform any of the essential functions of your position. Leave because of reasons (1) or (2) must be completed within the 12-month period beginning on the date of birth or placement. In addition, spouses or domestic partners employed by the Company who request leave because of reasons (1) or (2) or to care for an employee's parent with a serious health condition may only take a combined total of twelve (12) weeks leave during any 12-month period.

**Notice of Leave.** If your need for family/medical leave is foreseeable, you must give the Company at least thirty (30) days' prior written notice. If this is not possible, you must at least give notice as soon as practicable (within two (2) business days of learning of your need for leave). Failure to provide such notice may be grounds for delay of leave. Additionally, if you are planning a medical treatment you must consult with the Company first regarding the dates of such treatment. Where the need for

leave is not foreseeable, you are expected to notify the Company within two (2) business days of learning of your need for leave, except in extraordinary circumstances. The Company has Request for Family/Medical Leave forms available from the Payroll Department. You should use these forms when requesting leave.

**Medical Certification.** If you are requesting leave because of your own or a covered relation's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification Forms from the Payroll Department. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least fifteen (15) days after you request leave). If you provide at least thirty (30) days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided.

Allstaff Technical Solutions, Inc., at its expense, may require an examination by a second health care provider designated by the Company, if it reasonably doubts the medical certification you initially provide for your own serious health condition. If the second health care provider's opinion conflicts with the original medical certification, the Company, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The Company may require subsequent medical recertification. Failure to provide requested certification within fifteen (15) days, if such is practicable, may result in delay of further leave until it is provided.

**Reporting While on Leave.** If you take leave because of your own serious health condition or to care for a covered relation, you must contact the Company on the first and third Tuesday of each month regarding the status of the condition and your intention to return to work. **In addition, you must give notice as soon as practicable (within two (2) business days if feasible) if the dates of leave change or are extended or initially were unknown.**

**Leave Is Unpaid.** Family/medical leave is unpaid leave, **although you may be eligible for short- or long-term disability payments, paid family leave benefits and/or workers' compensation benefits under those insurance plans or policies.** If you are entitled to receive money from these sources, your leave will be considered "paid leave" for the period during which you receive that money. If your leave is "unpaid" leave you will be required to substitute paid time off (vacation, sick days, and personal days) for "unpaid" FMLA leave as described below. If you request leave because of a birth, adoption or foster care placement of a child, any accrued paid vacation and personal days first will be substituted for unpaid family/medical leave. If you request leave because of your own serious health condition, or to care for a covered relation with a serious health condition, any accrued paid vacation, personal days and sick days first will be substituted for any unpaid family/medical leave. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period. Further, in no case can the substitution of paid leave time for unpaid leave time result in your receipt of more than 100% of your salary. **Your family/medical leave runs concurrently with other types of leave (i.e., paid vacation, state family leave laws, etc.). Those other leaves may provide for paid leave to the extent provided by law. In the event that an employee's leave is covered by both FMLA and CFLA, these leaves shall run concurrently.**

**Medical and Other Benefits.** During an approved family/medical leave, Allstaff Technical Solutions, Inc. will maintain your health benefits as if you continued to be actively employed. If paid

leave is substituted for unpaid family/medical leave, the Company will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium. Your health care coverage will cease if your premium payment is more than thirty (30) days late. If your payment is more than fifteen (15) days late, we will send you a letter to this effect. If we do not receive your payment within fifteen (15) days after the date of this letter, your coverage may cease. If you elect not to return to work for at least thirty (30) calendar days at the end of the leave period, you will be required to reimburse the Company for the cost of the health benefit premiums paid by the Company for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

**Intermittent and Reduced Schedule Leave.** Leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. If leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave, the Company may temporarily transfer you to an available alternative position which better accommodates your recurring leave and has equivalent pay and benefits.

**Returning From Leave.** If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required to provide medical certification that you are fit to resume work. You may obtain Return to Work Medical Certification Forms from the Payroll Department. Employees failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until it is provided.

**No Work While on Leave.** The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

**Exemption for Highly Compensated Employees.** The Company may choose not to return highly compensated employees (highest paid 10% of employees at a worksite or within 75 miles of that worksite) to their former or equivalent positions following a leave if restoration of employment will cause substantial economic injury to the Company. (This fact-specific determination will be made by the Company on a case-by-case basis). The Company will notify you if you qualify as a "highly compensated" employee, if the Company intends to deny reinstatement, and of your rights in such instances.

**Domestic Partners.** For the purposes of this policy, "domestic partner" means two adults who have established a domestic partnership in accordance with the requirements of California law. A domestic partnership is established in California when both persons file a Declaration of Domestic Partnership with the Secretary of State, and, at the time of filing, all of the following requirements are met:

1. Both persons share the same residence;
2. Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or nullified;
3. The two persons are not related by blood in a way that would prevent them from being married to each other in California;

4. Both persons are members of the same sex and at least 18 years of age, OR, if the persons are of opposite sexes, one or both must be over the age of 62; and
5. Both persons are capable of consenting to the domestic partnership.

## **7-10. Pregnancy Disability Leave (California Employees Only)**

If you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. In addition, if it is medically advisable for you to take intermittent leave or work a reduced schedule, the Company may require you to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical condition up to four (4) months (or eighty-eight (88) work days for a full-time employee) per pregnancy.

The PDL does not need to be taken in one continuous period of time, but can be taken on an as-needed basis.

Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth is covered by your PDL.

Generally, we treat your pregnancy disability the same as we treat other disabilities of similarly-situated employees. This affects whether your leave will be paid or unpaid.

You are required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer. The certification should include:

- 1) the date on which you became disabled due to pregnancy or the date of the medical advisability for a transfer;
- 2) the probable duration of the period(s) of disability or the period(s) for the advisability of a transfer; and
- 3) a statement that, due to the disability, you are either unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself or to other persons; or a statement that, due to your pregnancy, a transfer to a less strenuous or hazardous position or duties is medically advisable.

As a condition of your return from pregnancy disability leave or transfer, the Company requires you to obtain a release to return to work from your health care provider stating that you are able to resume your original job duties **with or without reasonable accommodation**.

At your option, you can use any accrued vacation time or other accrued paid time off as part of your PDL before taking the remainder of your leave on an unpaid basis. We require, however, that you use

any available sick time during your PDL. The substitution of any paid leave will not extend the duration of your PDL.

We encourage you to contact the California Employment Development Department regarding your eligibility for state disability insurance for the unpaid portion of your leave.

If you do not return to work on the originally scheduled return date nor request in advance an extension of the agreed upon leave with appropriate medical documentation, you will be deemed to have voluntarily terminated your employment with the Company. Failure to notify the Company of your ability to return to work when it occurs, or your continued absence from work because your leave must extend beyond the maximum time allowed, may be deemed a voluntary termination of your employment with the Company, unless you are entitled to Family Leave.

Upon your return from a covered PDL, you will be reinstated to your same position in most instances.

Taking a PDL may affect some of your benefits and your seniority date. If you want more information regarding your eligibility for PDL and the impact of the leave on your seniority and benefits, please contact Human Resources.

Any request for leave after your disability has ended will be treated as a request for family care leave under the California Family Rights Act and the federal Family and Medical Leave Act, if you are eligible for that type of leave. Please refer to the Family and Medical Leave Policy.

## **7-11. Rehabilitation Leave (California Employees Only)**

Allstaff Technical Solutions, Inc. is committed to providing assistance to our employees to overcome substance abuse problems. The Company will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program. This accommodation may include time off without pay or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the company. You may also use accumulated sick days, if applicable, for this purpose.

You should notify your Recruiter if you need such accommodation. The Company will take reasonable steps to safeguard your privacy with respect to the fact that you are enrolled in an alcohol or drug rehabilitation program.

## **7-12. Time Off For School Related Activities (California Employees Only)**

Parents, guardians, or grandparents with school children from kindergarten through Grade 12, or who attend licensed child day care facilities, are provided unpaid time off (up to a maximum of eight (8) hours in one (1) calendar month and forty (40) hours in one (1) calendar year) to participate in school or day care activities if they work at a location with twenty-five (25) or more employees. We may require proof of an employee's participation in these activities. You must provide reasonable advance notice to your supervisor before taking any time off under this policy. Parents, guardians, or grandparents with custody of schoolchildren who have been suspended also are allowed to take unpaid time off to appear at the school pursuant to the school's request.

### **7-13. Time Off For Victims of Domestic Violence or Sexual Assault (California Employees Only)**

Victims of domestic violence or sexual assault may take time off work to obtain help from a court, seek medical attention, obtain services from an appropriate shelter, program, or crisis center, obtain psychological counseling, or participate in safety planning, such as permanent or temporary relocation. We may require proof of an employee's participation in these activities. Whenever possible, you must provide your supervisor reasonable notice before taking any time off under this policy. You may use any accrued vacation, sick, or other time off for the leave under this policy. Leave under this policy does not extend the time allowable under the "Family and Medical Leave" Policy in this Handbook.

### **7-14. Time Off for Crime Victims (California Employees Only)**

Employees who have been victims of serious or violent felonies, as specified under California law, or felonies relating to theft or embezzlement, may take time off work to attend judicial proceedings related to the crime. Employees also may take time off if an immediate family member has been a victim of such crimes and the employee needs to attend judicial proceedings related to the crime. "Immediate family member" is defined as spouse, registered domestic partner, child, child of registered domestic partner, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

Employees must give their supervisors a copy of the court notice given to the victim of each scheduled proceeding before taking time off, unless advance notice to the Company of the need for time off is not feasible. When advance notice is not feasible, the employee must provide the Company with documentation evidencing the judicial proceeding, within a reasonable time after the absence. The documentation may be from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim.

Employees may elect to use accrued paid vacation time, paid sick leave time, or other paid time off for the absence. If the employee does not elect to use paid time off, the absence will be unpaid. However, exempt employees will be paid their full salary for any workweek interrupted by the need for time off under this policy.

## Section 8 – Connecticut State Specific Laws

### 8-1. Family and Medical Leave (Connecticut Employees Only)

#### FAMILY AND MEDICAL LEAVE (FMLA) POLICY

The Family and Medical Leave Act (FMLA) and Connecticut Family and Medical Leave Act (CFMLA) require employers to provide family and medical leaves of absence for eligible employees. Either or both of these laws may apply to a leave. This policy will be interpreted to comply with the law(s) that apply to a particular leave. To the extent that state law mandates additional protection for pregnant employees, this policy also shall be interpreted consistently with such requirements. This policy provides employees information concerning FMLA/CFMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA/CFMLA leave, they should contact *[insert the name(s) or titles of individuals to whom you want to direct employees to ask questions regarding FMLA leave]*.

#### I. Employees Eligible for Family and Medical Leave

Family and Medical leave is available to “eligible employees.” To be an “eligible employee” under the FMLA an employee must 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

To be eligible for leave under CFMLA, the employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,000 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed by an employer with 75 or more employees in Connecticut.

The determination of whether an employee has worked for the Company for at least the minimum number of hours in the past 12 months and has been employed by the Company for a total of at least 12 months must be made as of the date the leave is to start. If employees are on “non-FMLA leave” at the time they meet the FMLA and/or CFMLA eligibility requirements, only that portion of leaves taken for FMLA-qualifying reasons after they meet the eligibility requirements would be designated as “FMLA/CFMLA leave.”

When an employee requests family or medical leave, or when the Company acquires knowledge that an employee’s leave may be for an FMLA and/or CFMLA-qualifying reason, the Company must notify the employee of the employee’s eligibility to take FMLA/CFMLA leave within two business days, absent extenuating circumstances. Employee eligibility is determined (and notice will be provided) at the commencement of the first instance of leave for each FMLA/CFMLA-qualifying reason in the applicable 12- or 24-month period. All FMLA/CFMLA absences for the same qualifying reason are considered a single leave and employee eligibility as to that reason for leave does not change during the applicable 12- or 24-month period.

## II. Employee Entitlements for Family and Medical Leave

As described below, the FMLA and/or CFMLA provide(s) eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration. The FMLA and CFMLA also entitle employees to certain written notices concerning their potential eligibility for and designation of FMLA and CFMLA leave.

### A. Basic Family and Medical Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. Under the CFMLA, an eligible employee may take up to 16 weeks of unpaid leave within a two year period. The one- or two-year period, as the case may be, is measured by a “rolling” 12-month period measured backward from the date an employee uses any FMLA leave or a rolling 24-month period measured backward from an employee’s first day of leave taken under CFMLA. Under CFMLA, if the employer changes the method of calculation, it will provide 60 days’ notice of the change to its employees. Where both laws apply, the leave provided by each will run concurrently.

Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee’s child after birth, or placement for adoption or foster care;
- To care for the employee’s spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the employee’s own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee’s job; and/or
- Because of any **qualifying exigency** arising out of the fact that an employee’s spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of a contingency operation.

In addition to the entitlements outlined above, the CFMLA provides leave to care for a parent-in-law, civil union partner or same-sex spouse with a serious health condition.

A **serious health condition** under the FMLA and/or CFMLA is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, including inpatient care in a hospital, hospice, nursing home or residential medical care facility; or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’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 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. For additional information regarding conditions that qualify as “serious health conditions,” please contact the Human Resources Department.



**Qualifying exigencies** under the FMLA may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

### **B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) Under the FMLA and/or CFMLA**

In addition to the basic FMLA and/or CFMLA leave entitlements discussed above, under the FMLA, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember is entitled to take up 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness.

In addition to the entitlements outlined above, under the CFMLA an eligible employee is entitled to take up 26 weeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the servicemember is the eligible employee's parent in law, civil union partner, or same-sex spouse with a serious health condition.

Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA- and/or CFMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

When, during the single 12-month period, leave qualifies as both leave to care for a covered servicemember and leave to care for a family member with a serious health condition, the Company will designate such leave as leave to care for a covered servicemember in the first instance, and such leave shall not be designated and counted as both leave to care for a covered servicemember and leave to care for a family member with a serious health condition. As is the case with other FMLA and/or CFMLA leave, the Company may retroactively designate leave as leave to care for a covered servicemember.

A **“covered servicemember”** means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list for a serious injury or illness. A member of the Armed Forces would have a serious injury or illness if he/she has incurred the injury or illness in the line of duty while on active duty in the Armed Forces; provided that the injury or illness may render the servicemember medically unfit to perform duties of the member's office, grade, rank or rating.

### **C. Intermittent Leave and Reduced Leave Schedules**

Family and medical leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member, or the serious injury or illness of a covered servicemember.

### **D. Protection of Group Health Insurance Benefits**

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the

same terms and conditions as if they had continued to work.

### **E. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of “key employees” will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as “key employees,” if it intends to deny reinstatement, and of their rights in such instances.

At the end of a leave under the CFMLA, an employee will be returned to his or her original job, unless that job is not available, in which case the employee will be returned to an equivalent position.

Use of FMLA and/or CFMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee’s FMLA leave.

### **F. Notice of Eligibility for, and Designation of, FMLA/CFMLA Leave**

Employees requesting family and medical leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why. When eligible for FMLA/CFMLA leave, employees are entitled to receive written notice of 1) their rights and responsibilities in connection with such leave; 2) the Company’s designation of leave as FMLA/CFMLA-qualifying or non-qualifying, and if not FMLA/CFMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee’s leave entitlement.

The Company may retroactively designate leave as FMLA/CFMLA leave with appropriate written notice to employees provided the Company’s failure to designate leave as FMLA/CFMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA/CFMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA/CFMLA leave.

## **III. Employee FMLA and CFMLA Leave Obligations**

### **A. Provide Notice of the Need for Leave**

Employees must timely notify the Company of their need for family and medical leave. The following describes the content and timing of such employee notices.

#### **1. Content of Employee Notice**

To trigger family and medical leave protections, employees must inform the Payroll Department of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA/CFMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/CFMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;

- they are pregnant;
- they have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a covered military member being on active duty or called to active duty status (*this leave is only permitted under the federal FMLA*); or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities, or that the family member is a covered servicemember with a serious injury or illness (*this leave is only permitted under the federal FMLA*).

Calling in “sick,” without providing the reasons for the needed leave, will not be considered sufficient notice for family and medical leave under this policy. Employees must respond to the Company’s requests for information to determine if absences are potentially FMLA/CFMLA-qualifying.

If an employee fails to explain the reasons for family and medical leave, the leave may be denied. When employees seek leave due to FMLA/CFMLA-qualifying reasons for which the Company has previously provided FMLA/CFMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA/CFMLA leave.

## **2. Timing of Employee Notice**

Where the need for leave is foreseeable, employees must provide timely advance notice of the need to take family and medical leave; if leave is requested only under the FMLA, then 30 days’ notice is required. Where possible, the Company requests that employees provide at least 30 days’ notice of a foreseeable leave. When 30 days’ notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case (i.e., within one or two business days of learning of the need for the leave).

Employees should request FMLA or CFMLA leave by completing the Employer’s Request for Leave form and submitting it to the Human Resources Department.

Employees must also follow the Company’s usual and customary notice and procedural requirements when requesting FMLA/CFMLA leave, absent unusual circumstances. If employees fail to comply with these requirements, and no unusual circumstances justify the failure to comply, FMLA/CFMLA leave may be delayed or denied provided that employees have not otherwise provided timely notice as required by the FMLA/CFMLA.

### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company’s operations, subject to the approval of an employee’s health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the

Company and the employees, subject to the approval of the employees' health care provider. If employees providing notice of the need to take FMLA/CFMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employees' health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

### **C. Submit Medical Certifications Supporting Need for Family and Medical Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of family and medical leave sought, employees may be required to submit medical certifications supporting their need for qualifying leave. As described below, there generally are three types of medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA/CFMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny FMLA/CFMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If an employee chooses not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA/CFMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA/CFMLA medical certifications.

#### **1. Initial Medical Certifications**

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family

or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

The Company shall provide employees with copies of second or third medical opinions, upon request by employees. Requested copies shall be provided to employees within two business days unless extenuating circumstances prevent such action.

## **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA/CFMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

The Company may request medical certification no more often than every 30 days and only in connection with an employee's absence. If a medical certification indicates the minimum duration of the condition is more than 30 days, the Company will wait until that minimum duration expires before requesting medical recertification. In all cases, the Company may request recertification of a medical condition every six months in connection with an employee's absence.

## **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, employees returning to work from family and medical leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and/or the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. Employees may obtain a Return to Work Medical Certification Form from the Payroll Department. The Company may delay job restoration following leave, other than an intermittent leave under the CFMLA, until employees provide return to work/fitness for duty certifications.

If employees are medically unable to perform their original work upon the expiration of their leave entitlement, such employees may be transferred to work suitable to their physical condition if such work is available. If employees' leaves extend beyond the number of weeks allowed (12 per year under FMLA or 16 per two years under CFMLA), such employees may be returned to their former or a like position if one exists, but the Company cannot guarantee reinstatement. If at the end of the leave, employees do not return to work, for whatever reason, their employment with the Company may be terminated.

#### **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require employees to provide 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with FMLA regulations, the Company may request that the certification submitted by an employee set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

#### **E. Substitute Paid Leave for Unpaid Family and Medical Leave**

Employees must use any accrued paid time off while taking unpaid FMLA/CFMLA leave. The substitution of paid time for unpaid FMLA/CFMLA leave time does not extend the length of FMLA/CFMLA leaves and the paid time will run concurrently with an employee's FMLA/CFMLA entitlement. Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA/CFMLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time off to supplement any paid disability benefits.

#### **F. Pay Employee's Share of Health Insurance Premiums**

As noted above, during family and medical leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during family and medical leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If family and medical leave is unpaid, employees must pay their portion of the group health premium through a "pay-as-you-go" method.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid family and medical leave.

### **G. Report Periodically Concerning Intent to Return to Work [Optional - Confirm that the Company wants to require this notice]**

Employees must contact the Company once a month regarding their status and intention to return to work at the end of the FMLA leave period. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice (i.e., within two business days) of the employee's changed circumstances and new return-to-work date. If employees give the Company unequivocal notice of their intent not to return to work, the Company's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions cease.

### **IV. Coordination of Family and Medical Leave with Other Leave Policies**

The FMLA and CFMLA do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law, which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in this Handbook or contact Human Resources.

### **V. Questions and/or Complaints about Family and Medical Leave**

If you have questions regarding this FMLA policy, please contact Human Resources. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the Human Resources Department immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

## Section 9 – District of Columbia Specific Laws

### 9-1. Sick and Safe Leave (District of Columbia Employees Only)

The District of Columbia requires the following Sick and Safe Leave as a minimum benefit to employees. Allstaff Technical Solutions, Inc. provides a more favorable accrual than required by the state (See Section 3-4 for details). Employees have the option to participate in either accrual programs and will be able to use time as described below regardless of the accrual method selected.

Employees accrue paid sick days for usage as set forth below on an annual basis.

- If the Company has 100+ employees nationwide - one hour accrued for every 37 hours worked up to seven days for District of Columbia employees;
- If the Company has 25-99 employees nationwide - one hour accrued for every 43 hours worked up to five days for District of Columbia employees; or
- If the Company has less than 25 employees nationwide - one hour accrued for every 87 hours worked up to three days for District of Columbia employees.

For exempt employees, only the first 40 hours worked are counted for accrual purposes

Employees can use paid leave days for absences from work resulting from personal illness or medical appointments (to the extent such can be scheduled in a manner that minimizes any detrimental effect on operations) or a family member's illness, injury or medical condition. Employees also are entitled to use paid leave days for absences from work if the employee or a family member is a victim of stalking, domestic violence or sexual abuse and the absence is for the purpose of medical care, obtaining services from a victim organization, obtaining psychological or other counseling, temporarily or permanently relocating, taking legal action or engaging in related activities.

Employees must provide 10 days notice, or as much notice as possible, for foreseeable leave. For unforeseeable leave, the time must be requested prior to the start of the employee's shift except in emergency situations. In emergency situations, notice must be provided earlier than the start of the next shift or 24 hours from the onset of the emergency.

Leave only can be used after completion of ninety (90) days of employment; however, an employee terminated after completion of a 90-day period of employment who is rehired within 12 months may use paid leave (including leave forfeited during prior employment) immediately.

Unused paid leave will carry over from year to year. However, usage during any calendar year is limited to the maximum annual accrual (i.e., seven, five or three days).

Accrued, unused leave is not paid out upon termination of employment.

Employees may be required to submit documentation supporting use of leave.

Sick days may be used in hourly increments.

Advanced but unaccrued sick days will be deducted from your final paycheck, to the extent permitted by law.



## **9-2. Family and Medical Leave (District of Columbia Employees Only)**

### **DISTRICT OF COLUMBIA FAMILY AND MEDICAL LEAVE POLICY**

In addition to the leave available under the Company's Family and Medical Leave Act ("FMLA") policy, employees in the District of Columbia also are eligible for family/medical leave under the D.C. Family and Medical Leave Act (DC FMLA). In order to be eligible for leave under the DC FMLA, employees must have worked for the Company for 12 consecutive months and must have worked at least 1,000 hours in the 12-month period preceding their request for leave.

Eligible employees may take up to 16 weeks of family leave and an additional 16 weeks of medical leave in a 24-month period. Where both the federal and DC FMLA laws apply, any leave taken will be counted under both laws at the same time.

In addition, DC FMLA leave differs from federal FMLA leave as follows:

- In addition to leave for the birth, foster care placement or adoption of a child, eligible employees may take leave for the placement of a child for whom the employee permanently assumes parental responsibility.
- Under the DC FMLA, "family member" includes someone who is related by blood, legal custody or marriage; a child who lives with the employee and for whom the employee permanently assumes and discharges parental responsibility; and any person with whom the employee has shared a residence in the last year and with whom the employee has a committed relationship. A "committed relationship" may be characterized by economic and domestic interdependence, public presentation of the relationship and exclusiveness and length of the relationship, among other things.
- Under the DC FMLA, a "serious health condition" may include continuing treatment or supervision at home by a health care provider or other competent individual.
- Under the DC FMLA employees may, but are not required to, substitute appropriate paid leave for unpaid FMLA leave.

#### **The Leave Policy**

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact the Payroll Department.

#### **I. Eligibility**

FMLA leave is available to "eligible employees." To be an "eligible employee," an employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period

immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

## **II. Entitlements**

The FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration. The FMLA also entitles employees to certain written notices concerning their potential eligibility for and designation of FMLA leave.

### **A. Basic FMLA Leave Entitlement:**

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from date an employee uses his/her FMLA leave.

Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of contingency operation. This leave also is available for family members of active duty service members.

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 employee from performing the functions of the employee'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 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Qualifying exigencies** may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

### **B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A “**covered servicemember**” means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness, or who was a member of the Armed Forces (including members of the National Guard or Reserves) at any time during the five years preceding the date of treatment, recuperation or therapy. A member of the Armed Forces would have a serious injury or illness if he/she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the servicemember medically unfit to perform duties of the member’s office, grade, rank or rating.

### **C. Intermittent Leave and Reduced Leave Schedules**

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember.

### **D. No Work While on Leave**

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

### **E. Protection of Group Health Insurance Benefits**

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

### **F. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of “key employees” will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as “key employees,” if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee’s FMLA leave.

### **G. Notice of Eligibility for, and Designation of, FMLA Leave**

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not

eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

### **III. Employee FMLA Leave Obligations**

#### **A. Provide Notice of the Need for Leave**

Employees who take FMLA leave must timely notify the Company of their need for FMLA leave. The following describes the content and timing of such employee notices.

##### **1. Content of Employee Notice**

To trigger FMLA leave protections, employees must inform the Payroll Department of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency cause by a covered military member being on active duty or called to active duty status; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

## **2. Timing of Employee Notice**

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of an employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

### **C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company

will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

### **1. Initial Medical Certifications**

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

### **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least fifteen (15) calendar days to provide medical recertification.

### **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

### **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require employees to provide: 1) a copy of the covered military member's active duty orders or other

documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

#### **E. Substitute Paid Leave for Unpaid FMLA Leave**

Employees must use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with an employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

#### **F. Pay Employee's Share of Health Insurance Premiums**

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium using a "pay-as-you-go" method.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than thirty (30) days late. If an employee's payment is more than fifteen (15) days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within thirty (30) calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

#### **IV. Exemption for Highly Compensated Employees [District of Columbia Law]**

The Practice may choose not to return highly compensated employees (the five highest-paid employees of an employer with fewer than fifty (50) employees, or the highest paid 10% of employees of an employer with fifty (50) or more employees) to their former or equivalent positions following a leave if restoration of employment will cause substantial economic injury to the Practice. (This fact-specific determination will be made by the Practice on a case-by-case basis.) The Practice will notify you if you qualify as a “highly compensated” employee, if the Practice intends to deny reinstatement, and of your rights in such instances.

#### **V. Questions and/or Complaints about FMLA Leave**

If you have questions regarding this FMLA policy, please contact the Payroll Department. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the Human Resources Department immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

#### **VI. Coordination of FMLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company’s other leave policies in this Handbook or contact Human Resources.

#### **9-3. Parental Leave (District of Columbia Employees Only)**

Allstaff Technical Solutions will grant employees who are parents, guardians, aunts, uncles, grandparents or step-parents of school-age children up to twenty-four (24) hours of unpaid leave during any 12-month period to attend or participate in a school-related event in which the employee’s child is a participant or a subject. When possible, ten (10) days’ advance notice is required. Employees may use accrued paid time off for this purpose. Leave may be denied if it would unduly disrupt the Company’s business.



## **Section 10 – Hawaii State Specific Laws**

### **10-1. Family and Medical Leave (Hawaii Employees Only)**

#### **HAWAII FAMILY AND MEDICAL LEAVE POLICY**

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the Hawaii Family Leave Act ("HFLA"). This policy provides employees information concerning FMLA and/or HFLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA and/or HFLA leave, they should contact the Payroll Department.

#### **I. Employees Eligible for FMLA and HFLA Leave**

The eligibility requirements under the FMLA and HFLA are set forth below. Employees of the Company who do not meet the eligibility requirements for FMLA leave may be eligible only for HFLA leave and visa versa. If both laws are applicable, leave under both laws runs concurrently.

##### **A. FMLA Eligibility**

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," an employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

##### **B. HFLA Eligibility**

To be eligible for HFLA, an employee must: 1) have worked for the Company for 6 consecutive months; and 2) be employed by an employer that has 100 or more employees in Hawaii for each working day during each of 20 or more calendar weeks in the current or preceding calendar year.

#### **II. Employee Entitlements for FMLA and HFLA Leave**

As described below, the FMLA and HFLA provide eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration. The FMLA and HFLA also entitle employees to certain written notices concerning their potential eligibility for and designation of leave.

##### **A. Basic FMLA and HFLA Leave Entitlement**

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The HFLA provides eligible employees with up to 4 weeks of unpaid leave within any 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from date an employee uses his/her FMLA or HFLA leave. Thus, when a leave is requested, the Company will look back in the relevant time period to

determine the amount of available leave as of the date the leave is to begin. The total FMLA/HFLA leave shall not exceed 12 weeks in any 12-month period (FMLA) or 4 weeks in any 12-month period (HFLA) except for leave to care for an injured servicemember, which shall not exceed 26 weeks of leave during a single 12-month period as described in more detail in section II.B. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (or stepchild, legal ward, reciprocal beneficiary, parent-in-law, stepparent, grandparent or grandparent in law - HFLA only) who has a **serious health condition**;
- For the employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job (FMLA only); and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of contingency operation (FMLA only).

Under the FMLA, 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 employee from performing the functions of the employee'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 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Under the HFL, a **serious health condition** is a physical or mental condition that warrants the participation of the employee to provide care during the period of treatment or supervision by a health care provider, and: 1) involves inpatient care in a hospital, hospice or residential care facility; or 2) requires continuing treatment or continuing supervision by a health care provider.

**Qualifying exigencies** for FMLA leave may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

## **B. Additional Military Family Leave Entitlement under the FMLA (Injured Servicemember Leave)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. FMLA leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the

single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A **“covered servicemember”** means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. A member of the Armed Forces would have a serious injury or illness if he/she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the servicemember medically unfit to perform duties of the member’s office, grade, rank or rating.

### **C. Intermittent Leave and Reduced Leave Schedules**

FMLA and/or HFLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee (FMLA only) or covered family member (both FMLA and HFLA), due to birth, adoption or foster care (HFLA only) or the serious injury or illness of a covered servicemember (FMLA only).

### **D. Leave Because of the Birth or Placement of a Child**

Under both the FMLA and HFLA, leave because of the birth of a child or placement of a child with the employee for adoption (or foster care) must be concluded within the 12-month period beginning on the date of birth or placement.

### **E. Protection of Group Health Insurance Benefits during Leave**

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

### **F. Restoration of Employment and Benefits**

#### **1. FMLA**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of “key employees” will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as “key employees,” if it intends to deny reinstatement and of their rights in such instances. A “key employee” is defined under the FMLA as an employee among the highest paid 10 percent of all employees who are employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee’s FMLA leave.

#### **2. HFLA**

As with FMLA leave, at the end of HFLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms.

## **G. Notice of Eligibility for, and Designation of, FMLA and HFLA Leave**

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA and/or HFLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA- or HFLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA and/or HFLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA and/or HFLA leave.

## **III. Employee FMLA and/or HFLA Leave Obligations**

### **A. Provide Notice of the Need for Leave**

Employees who take FMLA and/or HFLA leave must timely notify the Company of their need for FMLA and/or HFLA leave. The following describes the content and timing of such employee notices.

#### **1. Content of Employee Notice**

To trigger FMLA and/or HFLA leave protections, employees must inform the the Payroll Department of the need for FMLA/HFLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or HFLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/HFLA-qualifying. For example, employees might explain that:

- a condition renders them unable to perform the functions of their job or that they are under the continuing care of a health care provider (FMLA only);
- they are pregnant or have been hospitalized overnight (FMLA only);
- a covered family member is under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- the leave is due to a qualifying exigency caused by a covered military member being on active duty or called to active duty status (FMLA only); or
- a family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for leave, the leave may be denied. When employees seek

leave due to FMLA/HFLA-qualifying reasons for which the Company has previously provided FMLA/HFLA-protected leave, employees must specifically reference the qualifying reason for the leave or the need for FMLA and/or HFLA leave.

## **2. Timing of Employee Notice**

Employees must provide 30 days' advance notice of the need to take FMLA and/or HFLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or HFLA notice obligations, may have leave delayed or denied.

### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of an employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of an employees' health care provider. If employees providing notice of the need to take leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employees' health care providers.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When an employee seeks intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, the employee must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

### **C. Submit Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of leave sought, employees may be required to submit medical certifications supporting their need for FMLA/HFLA-qualifying leave. As described below, there generally are three types of medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide medical certifications,

employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least 7 calendar days to cure deficiencies. The Company will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, subject to applicable law, the Company (through individuals other than an employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If an employee chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

### **1. Initial Medical Certifications**

Employees requesting leave because of their own, or a family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family member or servicemember. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense, subject to applicable law. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

### **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least fifteen (15) calendar days to provide medical recertification.

### **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, where permitted by law, an employee returning to work from leave that was taken because of his/her own serious health conditions that made the employee unable to perform his/her job must provide the Company medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification, subject to applicable law.

#### **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

#### **E. Substitute Paid Leave for Unpaid FMLA and HFLA Leave**

Employees must use any accrued paid time while taking unpaid FMLA and/or HFLA leave. The substitution of paid time for unpaid FMLA and/or HFLA leave time does not extend the length of FMLA and/or HFLA leaves and the paid time will run concurrently with an employee's FMLA and/or HFLA entitlement.

During the leave, employees may be eligible for compensation, such as temporary disability benefits, or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/HFLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits and workers' compensation benefits.

#### **F. Pay Employee's Share of Health Insurance Premiums**

As noted above, during leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If leave is unpaid, employees must pay their portion of the group health premium through a "pay-as-you-go" method.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than thirty (30) days late. If an employee's payment is more than fifteen (15) days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within thirty (30) calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be

required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

### **G. Report Periodically Concerning Intent to Return to Work**

Employees must contact the Company once a month regarding their status and intention to return to work at the end of the FMLA and/or HFLA leave period. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice (i.e., within 2 business days) of the employee's changed circumstances and new return to work date. If employees give the Company unequivocal notice of their intent not to return to work, the Company's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions cease.

### **IV. Coordination of FMLA/HFLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law, which provides greater family or medical leave rights such as the HFLA. However, whenever permissible by law, the Company will run FMLA leave concurrently with HFLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/HFLA leave is either not available or exhausted, please consult the Company's other leave policies in this Handbook or contact Human Resources.

### **V. Questions and/or Complaints about FMLA/HFLA Leave**

If you have questions regarding this FMLA/HFLA policy, please contact the Payroll Department. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/HFLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their rights have been violated, they should contact the Human Resources Department immediately. The Company will investigate any complaints and take prompt and appropriate remedial action to address and/or remedy any violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

### **10-2. Leave for Children's Education (Hawaii Employees Only)**

Allstaff Technical Solutions will grant employees who are parents or guardians of school-age children up to two (2) hours of paid leave on up to two (2) occasions during any calendar year to attend parent-teacher conferences and parent-caregiver conferences for preschoolers attending a licensed group child care center. Reasonable notice must be provided.



## **Section 11 – Illinois State Specific Laws**

### **11-1. School Vacation Leave (Illinois Employees Only)**

Parents and guardians having custody of schoolchildren from kindergarten through Grade 12 are provided up to eight (8) hours per year of unpaid time off (not to exceed four (4) hours in any single day) to attend school conferences or classroom activities related to the child if the conference or classroom activities cannot be scheduled during non-work hours. Allstaff Technical Solutions, Inc. may require proof that the employee attended school conferences or classroom activities related to the child. Employees first must exhaust all accrued paid time off, then they may take unpaid time off for this purpose. However, employees will be given the opportunity to make up any lost work time. Seven (7) days' written notice (except in emergency situations when twenty-four (24) hours' notice is sufficient) must be given to the supervisor or manager before taking any time off for school children. Employees must consult with the Company to schedule their leave so as not to unduly disrupt operations.

## **Section 12 – Iowa State Specific Laws**

### **12-1. Pregnancy Leave (Iowa Employees Only)**

Employees are entitled to an unpaid leave of absence of up to eight (8) weeks for any pregnancy-related disability. The Company may require verification of disability. Timely notice of leave is required. Leave runs concurrently with any other leave provided by the Company. Employees may use accrued time off for this purpose.

## **Section 13 – Kentucky State Specific Laws**

### **13-1. Adoption Leave (Kentucky Employees Only)**

Employees are entitled to an unpaid leave of absence of up to six (6) weeks for the purposes of adopting a child under age seven (7). Advance written notice is required. The Company may require verification of adoption. Leave runs concurrently with any other leave provided by the Company. Employees may use accrued time off for this purpose.

## **Section 14 – Louisiana State Specific Laws**

### **14-1. School and Day Care Conference and Activities Leave (Louisiana Employees Only)**

Allstaff Technical Solutions, Inc. will grant employees who are parents or guardians of school-age children up to sixteen (16) hours of unpaid leave during any 12-month period to observe or participate in conferences or classroom activities related to the employee's dependent children for whom the employee is the legal guardian that are conducted at the child's school or day care center, if such activities cannot reasonably be scheduled during the non-work hours of the employee. The employee must provide reasonable prior notice of the leave and must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Employees may use accrued paid time off for this purpose.

### **14-2. Pregnancy Leave (Louisiana Employees Only)**

Employees are entitled to an unpaid leave of absence of up to six (6) weeks for any pregnancy-related disability. The Company may require verification of disability. Timely notice of leave is required. Leave runs concurrently with any other leave provided by the Company.

### **14-3. Bone Marrow Donation Leave (Louisiana Employees Only)**

Employees are entitled to up to forty (40) hours of paid leave for the purposes of donating bone marrow. Verification of donation and the length of necessary leave may be required by the Company. Reasonable notice of leave must be provided.

## **Section 15 – Maine State Specific Laws**

### **15-1. Sexual Harassment (Maine Employees Only)**

It is Allstaff Technical Solutions' policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at the Company all employees are free from sexual harassment. For your information, "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Recruiter. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact any Vice President. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

While employees are encouraged to report claims internally, if an employee believes that he or she has been subjected to sexual harassment, he or she may file a formal complaint with the government agency set forth below. Using the Company's complaint process does not prohibit an employee from filing a complaint with these agencies.

Maine Human Rights Commission 51 State House Station Augusta, ME 04333-0051 PHONE: 207-624-

## **15-2. Family and Medical Leave**

### **MAINE FAMILY AND MEDICAL LEAVE POLICY**

In addition to the leave available under the Company's Family and Medical Leave Act ("FMLA") policy, employees in the state of Maine also are eligible for leave under the Maine Family and Medical Leave Act ("MFLA"). In order to be eligible for leave under the MFLA, an employee must have worked for the Company for at least 12 consecutive months immediately preceding the request for leave **and** work for an employer at a Maine worksite with 15 or more employees.

Eligible employees may take up to 10 weeks of unpaid leave within any 24 month period based on a rolling 24-month period measured backward from the date an employee uses his/her FMLA leave. This leave may be due to the employee's serious health condition; the birth of the employee's child or the employee's domestic partner's child; the placement of a child 16 years of age or less with the employee or with the employee's domestic partner in connection with the adoption of the child by the employee or the employee's domestic partner; a serious health condition of a child, domestic partner's child, parent, domestic partner, sibling or spouse; the donation of an organ by the employee for human transplant; and/or the death or serious health condition of the employee's spouse, domestic partner, parent, sibling or child if the spouse, domestic partner, parent, sibling or child as a member of the state or federal military forces dies or incurs a serious health condition while on active duty.

Where both the federal and MFLA laws apply, any leave taken will be counted under both laws at the same time.

In addition, MFLA leave substantively differs from federal FMLA leave as follows:

If leave is solely pursuant to MFLA, the employee may be required to pay the full health insurance premium during leave.

#### **The Leave Policy**

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact the Payroll Department.

#### **I. Eligibility**

FMLA leave is available to "eligible employees." To be an "eligible employee," an employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

## II. Entitlements

The FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration. The FMLA also entitles employees to certain written notices concerning their potential eligibility for and designation of FMLA leave.

### A. Basic FMLA Leave Entitlement:

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of contingency operation. This leave also is available for family members of active duty service members.

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 employee from performing the functions of the employee'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 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, incapacity due to pregnancy or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Qualifying exigencies** may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

### B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period

and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember

A “**covered servicemember**” means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness, or who was a member of the Armed Forces (including members of the National Guard or Reserves) at any time during the five years preceding the date of treatment, recuperation or therapy. A member of the Armed Forces would have a serious injury or illness if he/she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the servicemember medically unfit to perform duties of the member’s office, grade, rank or rating.

### **C. Intermittent Leave and Reduced Leave Schedules**

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees are also entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member, or the serious injury or illness of a covered servicemember.

### **D. No Work While on Leave**

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

### **E. Protection of Group Health Insurance Benefits**

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

### **F. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of “key employees” will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as “key employees,” if it intends to deny reinstatement and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee’s FMLA leave.

### **G. Notice of Eligibility for, and Designation of, FMLA Leave**

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company’s designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee’s leave entitlement.



The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

### **III. Employee FMLA Leave Obligations**

#### **A. Provide Notice of the Need for Leave**

Employees who take FMLA leave must timely notify the Company of their need for FMLA leave. The following describes the content and timing of such employee notices.

##### **1. Content of Employee Notice**

To trigger FMLA leave protections, employees must inform the Payroll Department of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency cause by a covered military member being on active duty or called to active duty status; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

##### **2. Timing of Employee Notice**

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as

practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of an employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reasons why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

### **C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of the FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and

sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

### **1. Initial Medical Certifications**

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least thirty (30) days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

### **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least fifteen (15) calendar days to provide medical recertification.

### **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

### **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out

of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

#### **E. Substitute Paid Leave for Unpaid FMLA Leave**

Employees must use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with an employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.]

#### **F. Pay Employee's Share of Health Insurance Premiums**

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a "pay-as-you-go" method.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than thirty (30) days late. If an employee's payment is more than fifteen (15) days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within thirty (30) calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

### **IV. Questions and/or Complaints about FMLA Leave**

If you have questions regarding this FMLA policy, please contact the Human Resources Department. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the Human Resources Department immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

## **V. Coordination of FMLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law which provides greater or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in this Handbook or contact Human Resources.

## Section 16 – Massachusetts State Specific Laws

### 16-1. Sexual Harassment (Massachusetts Employees Only)

It is Allstaff Technical Solutions, Inc.'s policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at the Company all employees are free from sexual harassment. For your information, "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Recruiter. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact any Vice President. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

While employees are encouraged to report claims internally, if an employee believes that he or she has been subjected to sexual harassment, he or she may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit an employee from filing a complaint with these agencies.

The United States Equal Employment  
Opportunity Commission ("EEOC")  
JFK Federal Building, Room 475

Boston, Massachusetts 02203  
(617) 565-3200

The Massachusetts Commission Against Discrimination ("MCAD")  
Boston Office:  
One Ashburton Place, Room 601  
Boston, Massachusetts 02108  
(617) 727-3990

Springfield Office:  
436 Dwight Street, Room 220  
Springfield, Massachusetts 01103  
(413) 739-2145

## **16-2. Small Necessities Leave (Massachusetts Employees Only)**

Allstaff Technical Solutions, Inc. will grant employees who have worked for the Company for at least twelve (12) months and have provided at least one thousand, two hundred and fifty (1,250) hours of service in the preceding 12-month period with up to twenty-four (24) hours of unpaid leave during any 12-month period, in addition to any FMLA leave, to participate in various activities. These include: attending a parent-teacher conference, accompanying a son or daughter to routine medical appointments or accompanying an elderly relative, related by blood or marriage, to routine medical or dental appointments or appointments for other professional services related to the relative's care, such as interviewing at nursing homes. Employees must provide seven (7) days' advance notice of their need for leave. If the need was not foreseeable, the employee must provide the Company with as much notice as possible. An eligible employee first must substitute any accrued paid time off for this leave.

## **16-3. Maternity Leave (Massachusetts Employees Only)**

Allstaff Technical Solutions, Inc. provides unpaid maternity leave for eligible employees in accordance with state law. Female employees who have either completed their probationary period or, if there is no probationary period, have been employed on a full-time basis for at least three (3) consecutive months are eligible for leave. Eligible employees generally are entitled to up to eight (8) weeks of unpaid maternity leave for the purpose of giving birth or adopting a child under the age of 18 (or adopting a person under the age of 23 if that person is physically or mentally disabled).

Employees must provide at least two (2) weeks' notice of the intended departure date for leave, and notice of the intention to return to work.

State maternity leave runs concurrently with Family and Medical Leave (if applicable) unless otherwise required by law.

Employees may use accrued paid time off for this purpose.

## **Section 17 – Michigan State Specific Laws**

### **17-1. Working Hours and Schedule (Michigan Employees Only)**

Allstaff Technical Solutions, Inc. normally is open for business from 8:30 am to 5:30 pm, Monday through Friday. You will be assigned a work schedule and you will be expected to begin and end work according to the schedule. To accommodate the needs of our business, at some point we may need to change individual work schedules on either a short-term or long-term basis.

Employees will be provided meal and rest periods as required by law. However, Michigan does not require meal or rest periods for adult employees.

### **17-2. Your Paycheck (Michigan Employees Only)**

You will be paid weekly for all the time you have worked during the past pay period.

Your payroll stub itemizes deductions made from your gross earnings. By law, the Company is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Your payroll stub will also differentiate between regular pay received and overtime pay received.

If you believe there is an error in your pay, bring the matter to the attention of the Payroll Department immediately so the Company can resolve the matter quickly and amicably.

Your paycheck will be given only to you, unless you request that it be mailed, or authorize in writing another person to accept your check for you.

An employee who resigns must be paid immediately, as soon as the amount owed is determined.

An employee who has been discharged from employment must be paid all wages due, as soon as the amount with due diligence can be determined.

### **17-3. Social Security Number Policy (Michigan Employees Only)**

It is the policy of Allstaff Technical Solutions, Inc. to ensure to the extent practicable the confidentiality of employees' Social Security Numbers in accordance with Michigan law.

The Company will not intentionally do any of the following acts which result in a prohibited disclosure of employees' Social Security Numbers. Violation of this policy will result in discipline up to and including termination of employment.

- (1) Publicly display more than 4 sequential digits of a Social Security Number
- (2) Use more than 4 sequential digits of a Social Security Number as a primary account number or use more than 4 sequential digits of a Social Security Number on any identification badge or card, membership card, permit or license, except where permitted by law.
- (3) Require employees to use or transmit more than 4 sequential digits of their Social Security



Numbers over the internet or on a computer system or network or to gain access to the internet, computer system or network unless the connection is secure or the transmission is encrypted. Similarly, the Company will not require employees to use or transmit more than 4 sequential digits of their Social Security Numbers to gain access to the internet or a computer system unless the connection is secure, the transmission is encrypted, or a password or other unique personal identification or authentication device is also required.

- (4) Include more than 4 sequential digits of Social Security Numbers on the outsides of envelopes or packages or visible internal areas.
- (5) Include more than 4 sequential digits of Social Security Numbers in documents or information mailed to individuals, except as permitted by law.

The Company limits access to Social Security Numbers to those employees and outside consultants whose job duties require that they use this information in connection with Company business. The employees and individuals who have access to Social Security Numbers are those who work in the following areas:

Human Resources

Benefits Administration

Computer and Information Technology

Executive Management

Legal Department

Individuals Who Though Not Employed By The Company Provide Legal, Tax, Benefits,  
Management On Other Consulting Services For The Company

The Company will properly dispose of documents containing Social Security Numbers by ensuring that all such materials are shredded or otherwise destroyed prior to discarding such information. Data stored in electronic format will be rendered irretrievable before computers are discarded or destroyed.

## **Section 18 – Minnesota State Specific Laws**

### **18-1. Family and Medical Leave (Minnesota Employees Only)**

#### **MINNESOTA FAMILY AND MEDICAL LEAVE POLICY**

In addition to the leave available under the Company's Family and Medical Leave Act ("FMLA") policy, employees in the state of Minnesota also are eligible for parenting leave under the Minnesota Parental Leave Act ("MPLA"). In order to be eligible for leave under the MPLA, an employee must have worked for the Company for at least 12 consecutive months immediately preceding the request for leave, **and** worked at least half the full-time equivalent position for his/her job, **and** work for an employer that has 21 or more employees at any single location in Minnesota.

Eligible employees may take up to six weeks of unpaid leave for the birth or placement for adoption of a child and generally are entitled to be restored to the same or equivalent position upon return from leave. Under Minnesota law, leave for the birth or adoption of a child may begin not more than six weeks after the birth or adoption, except that where the child must remain in the hospital longer than the mother, the leave may not begin more than six weeks after the child leaves the hospital. Where both the federal and MPLA laws apply, any leave taken will be counted under both laws at the same time.

In addition, MPLA substantively leave differs from federal FMLA leave as follows:

Eligible employees must provide at least four weeks' notice of leave if at all possible.

If leave is solely pursuant to MPLA, the employee may be required to pay the full health insurance premium during leave.

Eligible employees may utilize any accrued paid time off benefits during leave.

#### **The Leave Policy**

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact the Payroll Department.

#### **I. Eligibility**

FMLA leave is available to "eligible employees." To be an "eligible employee," an employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

## II. Entitlements

The FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration. The FMLA also entitles employees to certain written notices concerning their potential eligibility for and designation of FMLA leave.

### A. Basic FMLA Leave Entitlement:

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of contingency operation. This leave also is available for family members of active duty service members.

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 employee from performing the functions of the employee'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 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, incapacity due to pregnancy or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Qualifying exigencies** may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

### B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period

and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A “**overed servicemember**” means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness, or who was a member of the Armed Forces (including members of the National Guard or Reserves) at any time during the five years preceding the date of treatment, recuperation or therapy. A member of the Armed Forces would have a serious injury or illness if he/she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the servicemember medically unfit to perform duties of the member’s office, grade, rank or rating.

### **C. Intermittent Leave and Reduced Leave Schedules**

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees are also entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member, or the serious injury or illness of a covered servicemember.

### **D. No Work While on Leave**

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

### **E. Protection of Group Health Insurance Benefits**

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

### **F. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of “key employees” will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as “key employees,” if it intends to deny reinstatement and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee’s FMLA leave.

### **G. Notice of Eligibility for, and Designation of, FMLA Leave**

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company’s designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee’s leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

### **III. Employee FMLA Leave Obligations**

#### **A. Provide Notice of the Need for Leave**

Employees who take FMLA leave must timely notify the Company of their need for FMLA leave. The following describes the content and timing of such employee notices.

##### **1. Content of Employee Notice**

To trigger FMLA leave protections, employees must inform the Payroll Department of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency cause by a covered military member being on active duty or called to active duty status; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

##### **2. Timing of Employee Notice**

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as

practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of an employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reasons why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

### **C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of the FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and

sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

### **1. Initial Medical Certifications**

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

### **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least fifteen (15) calendar days to provide medical recertification.

### **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

### **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out

of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

#### **E. Substitute Paid Leave for Unpaid FMLA Leave**

Employees must use any accrued paid time while taking unpaid FMLA leave

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with an employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

#### **F. Pay Employee's Share of Health Insurance Premiums**

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a "pay-as-you-go" method.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than thirty (30) days late. If an employee's payment is more than fifteen (15) days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within thirty (30) calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

### **IV. Questions and/or Complaints about FMLA Leave**

If you have questions regarding this FMLA policy, please contact the Human Resources Department. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.



The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the Human Resources Department immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

## **V. Coordination of FMLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in this Handbook or contact Human Resources.

### **18-2. School Conference and Activities Leave (Minnesota Employees Only)**

Allstaff Technical Solutions, Inc. will provide employees with up to sixteen (16) hours of leave during any 12-month period to attend school conferences or school-related activities related to the employee's child (including conferences related to a pre-kindergarten program or child care services), provided the conferences or school-related activities cannot be scheduled during non-work hours. When leave cannot be scheduled during non-work hours and the need for leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Leave under this policy is unpaid. However, an employee may substitute accrued paid time off for leave under this policy.

### **18-3. Bone Marrow Donation Leave (Minnesota Employees Only)**

Employees who work twenty (20) or more hours per week are entitled to up to forty (40) hours of paid leave for the purposes of donating bone marrow. Verification of donation and the length of necessary leave may be required by the Company. Reasonable notice of leave must be provided.

### **18-4. Organ Donation Leave (Minnesota Employees Only)**

Employees who work twenty (20) or more hours per week are entitled to up to forty (40) hours of paid leave for the purposes of donating an organ or partial organ to another person. Verification of donation and the length of leave needed may be required by the Company. Reasonable notice of leave must be provided.

## **Section 19 – New Jersey State Specific Laws**

### **19-1. Equal Employment Opportunity (New Jersey Employees Only)**

Allstaff Technical Solutions, Inc. is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, civil union status, veteran status, sexual orientation, arrest record, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

The Company will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let your Recruiter know.

The Company will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Company's operations. If you wish to request such an accommodation, please speak to your Recruiter.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of your Recruiter. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including discharge.

### **19-2. Non-Harassment (New Jersey Employees Only)**

It is Allstaff Technical Solutions, Inc.'s policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, civil union status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Recruiter. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact any Vice President. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

### **19-3. Bereavement Leave (New Jersey Employees Only)**

We know the death of a family member is a time when you wish to be with the rest of your family. If you lose a close relative, you will be allowed paid time off of up to 3 work days to assist you in attending to your obligations and commitments. For the purposes of this policy, a close relative includes a spouse, civil union partner, child, parent or sibling. Paid leave days only may be taken on regularly scheduled, consecutive workdays following the day of death. You must inform your Supervisor prior to commencing bereavement leave. In administering this policy, the Company may require verification of death.

### **19-4. Family and Medical Leave (New Jersey Employees Only)**

#### **NEW JERSEY FAMILY AND MEDICAL LEAVE POLICY**

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the New Jersey Family Leave Act ("NJFLA"). This policy provides employees information concerning FMLA and/or NJFLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA and/or NJFLA leave, they should contact the Payroll Department.

#### **I. Employees Eligible for FMLA and NJFLA Leave**

The eligibility requirements under the FMLA and NJFLA are set forth below. Employees of the Company who do not meet the eligibility requirements for FMLA leave may be eligible only for NJFLA leave. An employee who is eligible for FMLA leave will be eligible for NJFLA leave provided the employee has worked in New Jersey for the preceding 12 months. Employees who are eligible for FMLA leave but have worked in New Jersey less than 12 months are covered by only the FMLA.

##### **A. FMLA Eligibility**

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," an employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

##### **B. NJFLA Eligibility**

NJFLA leave is available to "NJFLA eligible employees." To be an NJFLA eligible employee, an employee must: 1) have been employed by the Company in New Jersey for at least 12 months; and 2) have worked at least 1,000 base hours during the 12-month period preceding the leave. Base Hours mean the hours of work for which the employee receives compensation including overtime hours and hours for which the employee receives workers' compensation benefits.

#### **II. Employee Entitlements for FMLA and NJFLA Leave**

As described below, the FMLA and NJFLA provide eligible employees with a right to leave, health

insurance benefits (FMLA only) and, with some limited exceptions, job restoration. The FMLA and NJFLA also entitle employees to certain written notices concerning their potential eligibility for and designation of leave.

### **A. Basic FMLA and NJFLA Leave Entitlement**

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The NJFLA provides eligible employees up to 12 workweeks of unpaid leave for certain family reasons during a 24-month period. The 12- or 24-month period is determined on rolling basis looking forward from date of employee's first leave. Thus, when a leave is requested, the Company will look back in the relevant time period to determine the amount of available leave as of the date the leave is to begin. The total FMLA/NJFLA leave shall not exceed 12 weeks in any 12-month period (FMLA) or 12 weeks in any 24-month period (NJFLA) except for leave to care for an injured servicemember, which shall not exceed 26 weeks of leave during a single 12-month period as described in more detail in section II.B. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption (or foster care - FMLA only);
- To care for the employee's spouse (or partner in a civil union - NJFLA only), son, daughter or parent (or parent-in-law - NJFLA only) who has a **serious health condition**;
- For the employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job (FMLA only); and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of contingency operation (FMLA only). This leave also is available for family members of active duty service members.

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 employee from performing the functions of the employee'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 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Qualifying exigencies** for FMLA leave may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

### **B. Additional Military Family Leave Entitlement under the FMLA (Injured Servicemember**

## Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. FMLA leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A “**covered servicemember**” means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness, or who was a member of the Armed Forces (including members of the National Guard or Reserves) at any time during the five years preceding the date of treatment, recuperation or therapy. A member of the Armed Forces would have a serious injury or illness if he/she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the servicemember medically unfit to perform duties of the member’s office, grade, rank or rating.

### **C. Intermittent Leave and Reduced Leave Schedules**

FMLA and/or NJFLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee (FMLA only) or covered family member (both FMLA and NJFLA) or the serious injury or illness of a covered servicemember (FMLA only).

### **D. Leave Because of the Birth or Placement of a Child**

Under the NJFLA, leave because of the birth of a child or placement of a child with the employee for adoption may commence at any time within one year of the date of birth or placement. Under the FMLA, leave because of the birth of a child or placement of a child with the employee for adoption (or foster care) must be concluded within the 12-month period beginning on the date of birth or placement.

### **E. Protection of Group Health Insurance Benefits during FMLA Leave**

During FMLA leave only, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

### **F. Restoration of Employment and Benefits**

#### **1. FMLA**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of “key employees” will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as “key employees,” if

it intends to deny reinstatement, and of their rights in such instances. A “key employee” is defined under the FMLA as an employee among the highest paid 10 percent of all employees who are employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee’s FMLA leave.

## **2. NJFLA**

As with FMLA leave, at the end of NJFLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. However, unlike key employees under the FMLA who may be denied reinstatement, key employees under NJFLA may be denied NJFLA leave if: 1) the employee is a salaried employee among the highest paid 5 percent of employees or one of the seven highest paid employees; and 2) denial of the leave is necessary to prevent substantial and grievous economic injury to the Company’s operations. The Company will notify employees if they qualify as key employees under the NJFLA and that leave is being denied. If the denial of the NJFLA leave occurs while the employee’s leave already has begun, the employee must return to work within two weeks.

### **G. Notice of Eligibility for, and Designation of, FMLA and NJFLA Leave**

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company’s designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee’s leave entitlement.

The Company may retroactively designate leave as FMLA and/or NJFLA leave with appropriate written notice to employees provided the Company’s failure to designate leave as FMLA- or NJFLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA and/or NJFLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA and/or NJFLA leave.

## **III. Employee FMLA and/or NJFLA Leave Obligations**

### **A. Provide Notice of the Need for Leave**

Employees who take FMLA and/or NJFLA leave must timely notify the Company of their need for FMLA and/or NJFLA leave. The following describes the content and timing of such employee notices.

#### **1. Content of Employee Notice**

To trigger FMLA and/or NJFLA leave protections, employees must inform the Payroll Department of the need for FMLA/NJFLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or NJFLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/NJFLA-qualifying. For example, employees might explain that:

- a condition renders them unable to perform the functions of their job or that they are under the continuing care of a health care provider (FMLA only);
- they are pregnant or have been hospitalized overnight (FMLA only);
- a covered family member (including partner in a civil union and parent-in-law under NJFLA) is under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- the leave is due to a qualifying exigency cause by a covered military member being on active duty or called to active duty status (FMLA only); or
- a family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in “sick,” without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company’s questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for leave, the leave may be denied. When employees seek leave due to FMLA/NJFLA-qualifying reasons for which the Company has previously provided FMLA/NJFLA-protected leave, employees must specifically reference the qualifying reason for the leave or the need for FMLA and/or NJFLA leave.

## **2. Timing of Employee Notice**

Employees must provide thirty (30) days’ advance notice of the need to take FMLA and/or NJFLA leave when the need is foreseeable. When 30 days’ notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give thirty (30) days’ notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or NJFLA notice obligations, may have leave delayed or denied.

### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company’s operations, subject to the approval of an employee’s health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of an employee’s health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee’s health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to

alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

### **C. Submit Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of leave sought, employees may be required to submit medical certifications supporting their need for FMLA/NJFLA-qualifying leave. As described below, there generally are three types of medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than an employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If an employee chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

#### **1. Initial Medical Certifications**

Employees requesting leave because of their own, or a family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and



the employee.

## **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

## **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, an employee returning to work from FMLA leave that was taken because of his/her own serious health conditions that made the employee unable to perform his/her job must provide the Company medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification.

## **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

## **E. Substitute Paid Leave for Unpaid FMLA and NJFLA Leave**

Employees must use any accrued paid time while taking unpaid FMLA and/or NJFLA leave. The substitution of paid time for unpaid FMLA and/or NJFLA leave time does not extend the length of FMLA and/or NJFLA leaves and the paid time will run concurrently with an employee's FMLA and/or NJFLA entitlement.

During the leave, employees may be eligible for compensation, such as temporary disability benefits, family leave benefits or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/NJFLA leave

entitlement. Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits, workers' compensation benefits and New Jersey Family Leave Benefits.

#### **F. Pay Employee's Share of Health Insurance Premiums**

As noted above, during FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If FMLA leave is unpaid, employees must pay their portion of the group health premium through a "pay-as-you-go" method.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than thirty (30) days late. If an employee's payment is more than fifteen (15) days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within thirty (30) calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control) they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

#### **G. Report Periodically Concerning Intent to Return to Work**

Employees must contact the Company once a month regarding their status and intention to return to work at the end of the FMLA and/or NJFLA leave period. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice (i.e., within two business days) of the employee's changed circumstances and new return to work date. If employees give the Company unequivocal notice of their intent not to return to work, the Company's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions cease.

### **IV. Coordination of FMLA/NJFLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights such as the NJFLA. However, whenever permissible by law, the Company will run FMLA leave concurrently with NJFLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/NJFLA leave is either not available or exhausted, please consult the Company's other leave policies [**identify the name of the applicable leave policy, if possible**] in this Handbook or contact Human Resources.

### **V. Questions and/or Complaints about FMLA/NJFLA Leave**

If you have questions regarding this FMLA/NJFLA policy, please contact the Human Resources Department. The Company is committed to complying with the FMLA and, whenever necessary,

shall interpret and apply this policy in a manner consistent with the FMLA/NJFLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their rights have been violated, they should contact the Human Resources Department immediately. The Company will investigate any complaints and take prompt and appropriate remedial action to address and/or remedy any violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

### **Additional Definitions**

**“Spouse”** means a husband or wife as defined or recognized under State law for purposes of marriage in the State where the employee resides, including common law marriage in States where it is recognized.

**“Parent”** means a biological, adoptive, step or foster father or mother or any other individual who stood in loco parentis to the employee when the employee was a son or daughter as defined in paragraph (c) of this section. Under NJFLA, parent also includes a parent “in law.”

**“Son or daughter”** means, for purposes of FMLA leave taken for birth or adoption, or to care for a family member with a serious health condition, a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence.

**“Incapable of self care”** means that the individual requires active assistance or supervision to provide daily self care in three or more of the “activities of daily living” (ADLs) or “instrumental activities of daily living” (IADLs). Activities of daily living include adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

**“Physical or mental disability”** means a physical or mental impairment that substantially limits one or more of the major life activities of an individual. Regulations at 29 CFR 1630.2(h), (i), and (j), issued by the Equal Employment Opportunity Commission under the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., define these terms.

Persons who are **“in loco parentis”** include those with day to day responsibilities to care for and financially support a child, or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

**“Adoption”** means legally and permanently assuming the responsibility of raising a child as one’s own. The source of an adopted child (e.g., whether from a licensed placement agency or otherwise) is not a factor in determining eligibility for FMLA leave.

**“Foster care”** is 24 hour care for children in substitution for, and away from, their parents or

guardian. Such placement is made by or with the agreement of the State as a result of a voluntary agreement between the parent or guardian that the child be removed from the home, or pursuant to a judicial determination of the necessity for foster care, and involves agreement between the State and foster family that the foster family will take care of the child. Although foster care may be with relatives of the child, State action is involved in the removal of the child from parental custody.

**“Son or daughter on active duty or call to active duty status”** means the employee’s biological, adopted or foster child, stepchild, legal ward or a child for whom the employee stood in loco parentis, who is on active duty or call to active duty status and who is of any age.

**“Son or daughter of a covered servicemember”** means the servicemember’s biological, adopted or foster child, stepchild, legal ward or a child for whom the servicemember stood in loco parentis and who is of any age.

**“Parent of a covered servicemember”** means a covered servicemember’s biological, adoptive, step or foster father or mother or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in law.”

**“Next of kin of a covered servicemember”** means the nearest blood relative other than the covered servicemember’s spouse, parent, son or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.

**“Health Care Provider”** means: 1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; 2) podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-Ray to exist) authorized to practice under the State law and performing within the scope of their practice as defined by State law; 3) nurse practitioners, nurse-midwives, clinical social workers and physician assistants authorized under State law and performing within the scope of their practice as defined by State law; 4) Christian Science practitioners (may be required to submit to second or third certification through examination - not treatment of a health care provider); 5) any other health care provider from whom the employer or the employee’s group health plan benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; and 6) a health care provider who practices in a country other than the United States who is authorized to practice in accordance with the laws of that country and is performing within the scope of his or her practice as defined under such law.

For purposes of leave taken to care for a covered servicemember, any one of the following health care providers may complete such a certification: 1) a United States Department of Defense (“DOD”)

health care provider; 2) a United States Department of Veterans Affairs ("VA") health care provider; 3) a DOD TRICARE network authorized private health care provider; or 4) a DOD non-network TRICARE authorized private health care provider.

### **19-5. Operation of Vehicles/Cellular Phones (New Jersey Employees Only)**

All employees authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Allstaff Technical Solutions, Inc. business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

A valid driver's license must be in your possession while operating a vehicle off or on Company property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times as authorized by management.

Company-owned or leased vehicles may be used only as authorized by management.

#### **Cellular Phone Usage When Driving**

Employees with cell phones must refrain from using their phone while driving. "Using" a cell phone or electronic communication device includes, but is not limited to, talking or listening to another person on the phone, or text messaging or sending an electronic message via the cell phone or electronic communication device.

Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Employees who do not drive Company cars but use a cell phone for business use also must abide by the above regulations.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to utilize a cell phone while driving, employees who are charged with traffic violations resulting from the use of their cell phones while driving will be solely responsible for all liabilities that result from such actions.

## **Section 20 – New York State Specific Laws (New York Employees Only)**

### **20-1. Lactation Breaks (New York Employees Only)**

Employees who are nursing are provided with break time to express breast milk for up to three years after the birth of a child. Employees will not be discriminated against or retaliated against for exercising their rights under this policy and reasonable efforts will be made to provide a private room or location in close proximity to the work area for this purpose.

### **20-2. Family Military Leave (New York Employees Only)**

Employees who work an average of at least 20 hours per week and are spouses of military members generally are entitled to up to 10 days of unpaid leave during any period when the spouse in the military is on leave from active duty. Prior notice is requested for staffing reasons. Employees will not be retaliated against for exercising their rights under this policy.

Leave runs concurrently with FMLA Qualifying Exigency leave to the extent both are applicable.

### **20-3. Blood Donation Leave (New York Employees Only)**

Employees who work an average of at least 20 hours per week are eligible for up to three hours of unpaid leave in any 12-month period for donating blood. Employees must provide advance notice of at least three working days of their intention to avail themselves of this leave, except in emergency situations. Employees may use accrued paid time off for this purpose.

### **20-4. Bone Marrow Donation Leave (New York Employees Only)**

Employees who work twenty (20) or more hours per week are entitled to up to twenty-four (24) hours of unpaid leave for the purposes of donating bone marrow. Verification of donation and the length of necessary leave may be required by the Company. Reasonable notice of leave must be provided. Employees may use accrued paid time off for this purpose.

### **20-5. Operation of Vehicles/Cellular Phones (New York Employees Only)**

All employees authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Allstaff Technical Solutions business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

A valid driver's license must be in your possession while operating a vehicle off or on Company property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Company-owned or leased vehicles may be used only as authorized by management.

#### **Cellular Phone Usage When Driving**

Employees with cell phones must refrain from using their phone while driving. "Using" a cell phone

or electronic communication device includes, but is not limited to, talking or listening to another person on the phone, or text messaging or sending an electronic message via the cell phone or electronic communication device.

Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Employees who do not drive Company cars but use a cell phone for business use also must abide by the above regulations.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to utilize a cell phone while driving, employees who are charged with traffic violations resulting from the use of their cell phones while driving will be solely responsible for all liabilities that result from such actions.

## **Section 21 – North Carolina State Specific Laws** (North Carolina Employees Only)

### **21-1. School Attendance Leave** (North Carolina Employees Only)

Allstaff Technical Solutions, Inc. will grant employees who are parents or guardians of school-age children up to four (4) hours of unpaid leave during any 12-month period to participate in activities at their children's school. Forty-eight (48) hours' written advance notice is required. The leave shall be at a mutually agreed upon time between the employee and the Company. The Company may require verification of the employee's participation in the school activities. Employees must first use accrued paid time off for this purpose.



## Section 22 – Oregon State Specific Laws

### 22-1. Oregon Family and Medical Leave (Oregon Employees Only)

In addition to the leave available under the Company's Family and Medical Leave Act ("FMLA") policy, employees in the state of Oregon also are eligible for family/medical leave under the Oregon Family Leave Act ("OFLA"). In order to be eligible for leave under the OFLA, employees must have worked for the Company for 180 days if requesting parental leave to care for a newborn, newly adopted child or newly placed foster child, or have worked for the Company for 180 days at an average of 25 hours weekly during that period if requesting all other types of leave under Oregon law.

Eligible employees may take up to 12 weeks of OFLA leave within any 12-month period (an additional 12 weeks of OFLA leave is available to female employees for pregnancy or child-birth-related illnesses, injuries or conditions, or parents who use family leave to care for a sick newborn, a newly adopted child or a newly placed foster child), and generally be restored to the same or equivalent position upon their return from leave. Where both the federal and OFLA laws apply, any leave taken will be counted under both laws at the same time.

#### **In addition, OFLA leave differs substantively from federal FMLA leave as follows:**

Under Oregon law, leave is available to care for same-sex domestic partners, parents-in-law, grandparents and grandchildren.

Under Oregon law, leave is available to care for a sick child who does not have a "serious health condition" but requires home care. However, the Company need not grant leave to care for a sick child if another family member is available to do so (regardless of whether employed by the same employer).

Under Oregon law, spouses employed by the Company may not take concurrent leave unless one employee is caring for the other, or one is caring for a child with a serious illness and the other employee is also ill.

#### **The Leave Policy**

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact **[insert Company representative responsible for FMLA questions]**.

#### **I. Eligibility**

FMLA leave is available to "eligible employees." To be an "eligible employee," an employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

## II. Entitlements

The FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration. The FMLA also entitles employees to certain written notices concerning their potential eligibility for and designation of FMLA leave.

### A. Basic FMLA Leave Entitlement:

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of contingency operation.

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 employee from performing the functions of the employee'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 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, incapacity due to pregnancy or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Qualifying exigencies** may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

### B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single

12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A **“covered servicemember”** means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness, or who was a member of the Armed Forces (including members of the National Guard or Reserves) at any time during the five years preceding the date of treatment, recuperation or therapy. A member of the Armed Forces would have a serious injury or illness if he/she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the servicemember medically unfit to perform duties of the member’s office, grade, rank or rating.

### **C. Intermittent Leave and Reduced Leave Schedules**

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees are also entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member, or the serious injury or illness of a covered servicemember.

### **D. No Work While on Leave**

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

### **E. Protection of Group Health Insurance Benefits**

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

### **F. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of “key employees” will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as “key employees,” if it intends to deny reinstatement and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee’s FMLA leave.

### **G. Notice of Eligibility for, and Designation of, FMLA Leave**

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company’s designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee’s leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

### **III. Employee FMLA Leave Obligations**

#### **A. Provide Notice of the Need for Leave**

Employees who take FMLA leave must timely notify the Company of their need for FMLA leave. The following describes the content and timing of such employee notices.

##### **1. Content of Employee Notice**

To trigger FMLA leave protections, employees must inform the Payroll Department of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency cause by a covered military member being on active duty or called to active duty status; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

##### **2. Timing of Employee Notice**

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as

practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of an employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reasons why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

### **C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of the FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and

sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

### **1. Initial Medical Certifications**

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

### **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least fifteen (15) calendar days to provide medical recertification.

### **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

### **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out

of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

#### **E. Substitute Paid Leave for Unpaid FMLA Leave**

Employees must use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with an employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

#### **F. Pay Employee's Share of Health Insurance Premiums**

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a "pay-as-you-go" method.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than thirty (30) days late. If an employee's payment is more than fifteen (15) days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within thirty (30) calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

### **IV. Questions and/or Complaints about FMLA Leave**

If you have questions regarding this FMLA policy, please contact the Human Resources Department. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the Human Resources Department immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

## **V. Coordination of FMLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in this Handbook or contact Human Resources.

### **22-2. Bone Marrow Donation Leave (Oregon Employees Only)**

Employees who work twenty (20) or more hours per week are entitled to up to forty (40) hours of unpaid leave for the purposes of donating bone marrow. Verification of donation and the length of necessary leave may be required by the Company. Reasonable notice of leave must be provided. Employees may use accrued paid time off for this purpose.



## Section 23 – Rhode Island State Specific Laws

### 23-1. Sexual Harassment (Rhode Island Employees Only)

It is Allstaff Technical Solutions, Inc.'s policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at the Company all employees are free from sexual harassment. For your information, "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Recruiter. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact any Vice President. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed.

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

While employees are encouraged to report claims internally, if an employee believes that he or she has been subjected to sexual harassment, he or she may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit an employee from filing a complaint with these agencies.

## **23-2. Family and Medical Leave (Rhode Island Employees Only)**

### **RHODE ISLAND FAMILY AND MEDICAL LEAVE POLICY**

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the Rhode Island Family Leave Act ("RIFLA"). This policy provides employees information concerning FMLA and/or RIFLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA and/or RIFLA leave, they should contact the Payroll Department.

#### **I. Employees Eligible for FMLA and RIFLA Leave**

The eligibility requirements under the FMLA and RIFLA are set forth below. Employees of the Company who do not meet the eligibility requirements for FMLA leave may be eligible only for RIFLA leave and visa versa. If both laws are applicable, leave under both laws runs concurrently.

##### **A. FMLA Eligibility**

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," an employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

##### **B. RIFLA Eligibility**

To be eligible for RIFLA, an employee must: 1) be a full-time employee and have worked for the Company for an average of 30 or more hours a week for 12 consecutive months; **and** 2) be employed by an employer that has 50 or more employees.

#### **II. Employee Entitlements for FMLA and RIFLA Leave**

As described below, the FMLA and RIFLA provide eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration. The FMLA and RIFLA also entitle employees to certain written notices concerning their potential eligibility for and designation of leave.

##### **A. Basic FMLA and RIFLA Leave Entitlement**

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The RIFLA provides eligible employees with up to 13 weeks of consecutive unpaid leave within any two calendar year period. The 12-month FMLA period

is determined on a rolling 12-month period looking forward from date of employee's first leave. Thus, when a leave is requested, the Company will look back in the relevant time period to determine the amount of available leave as of the date the leave is to begin. The total FMLA leave shall not exceed 12 weeks in any 12-month period except for leave to care for an injured servicemember, which shall not exceed 26 weeks of leave during a single 12-month period as described in more detail in section II.B. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption (of a child 16 years of age or younger - RIFLA) (or foster care - FMLA only);
- To care for the employee's spouse, son, daughter or parent (or parent-in-law - RIFLA only) who has a **serious health condition** (FMLA only) or **serious illness** (RIFLA only);
- For the employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job (FMLA only) or **serious illness** (RIFLA only); and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of contingency operation (FMLA only). This leave also is available for family members of active duty service members.

Under the FMLA, 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 employee from performing the functions of the employee'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 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Under the RIFLA, a **serious illness** is a disabling physical or mental illness, injury, impairment or condition that involves inpatient care in a hospital, a nursing home or a hospice or outpatient care requiring continuing treatment or supervision by a health care provider.

**Qualifying exigencies** for FMLA leave may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

#### **B. Additional Military Family Leave Entitlement under the FMLA (Injured Servicemember Leave)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or

illness. FMLA leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A “**covered servicemember**” means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness, or who was a member of the Armed Forces (including members of the National Guard or Reserves) at any time during the five years preceding the date of treatment, recuperation or therapy. A member of the Armed Forces would have a serious injury or illness if he/she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the servicemember medically unfit to perform duties of the member’s office, grade, rank or rating.

### **C. Intermittent Leave and Reduced Leave Schedules**

FMLA and/or RIFLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also may be entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member, due to a qualifying exigency or the serious injury or illness of a covered servicemember.

### **D. Leave Because of the Birth or Placement of a Child**

Under the FMLA, leave because of the birth of a child or placement of a child with the employee for adoption (or foster care - FMLA only) generally must be concluded within the 12-month period beginning on the date of birth or placement.

### **E. Protection of Group Health Insurance Benefits during Leave**

During leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work. Pre-payment of premiums may be required under RIFLA.

### **F. Restoration of Employment and Benefits**

#### **1. FMLA**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of “key employees” will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as “key employees,” if it intends to deny reinstatement and of their rights in such instances. A “key employee” is defined under the FMLA as an employee among the highest paid 10 percent of all employees who is employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee’s FMLA leave.

#### **2. RIFLA**

As with FMLA leave, at the end of RIFLA leave, subject to limited exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms.

### **G. Notice of Eligibility for, and Designation of, FMLA and RIFLA Leave**

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA and/or RIFLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA- or RIFLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA and/or RIFLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA and/or RIFLA leave.

## **III. Employee FMLA and/or RIFLA Leave Obligations**

### **A. Provide Notice of the Need for Leave**

Employees who take FMLA and/or RIFLA leave must timely notify the Company of their need for FMLA and/or RIFLA leave. The following describes the content and timing of such employee notices.

#### **1. Content of Employee Notice**

To trigger FMLA and/or RIFLA leave protections, employees must inform the Payroll Department of the need for FMLA/RIFLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or RIFLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/RIFLA-qualifying. For example, employees might explain that:

- a condition renders them unable to perform the functions of their job or that they are under the continuing care of a health care provider;
- they are pregnant or have been hospitalized overnight;
- a covered family member is under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- the leave is due to a qualifying exigency caused by a covered military member being on active duty or called to active duty status (FMLA only); or
- a family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in “sick,” without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company’s questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for leave, the leave may be denied. When employees seek leave due to FMLA/RIFLA-qualifying reasons for which the Company has previously provided FMLA/RIFLA-protected leave, employees must specifically reference the qualifying reason for the leave or the need for FMLA and/or RIFLA leave.

## **2. Timing of Employee Notice**

Employees must provide 30 days’ advance notice of the need to take FMLA and/or RIFLA leave when the need is foreseeable. When 30 days’ notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days’ notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or RIFLA notice obligations, may have leave delayed or denied.

### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company’s operations, subject to the approval of an employee’s health care provider. An employee must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employee, subject to the approval of an employee’s health care provider. If an employee providing notice of the need to take leave on an intermittent basis for planned medical treatment neglects to fulfill this obligation, the Company may require the employee to attempt to make such arrangements, subject to the approval of the employee’s health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave, subject to applicable law.

When an employee seeks intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, the employee must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee’s needs without unduly disrupting the Company’s operations, subject to the approval of the employee’s health care provider.

### **C. Submit Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of leave sought, employees may be required to submit medical certifications supporting their need for FMLA/RIFLA-qualifying leave. As described below, there generally are

three types of medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide medical certifications, employees must provide the requested certifications within fifteen (15) calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, subject to applicable law, the Company (through individuals other than an employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If an employee chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

### **1. Initial Medical Certifications**

Employees requesting leave because of their own, or a family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family member or servicemember. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense, subject to applicable law. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

### **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, subject to applicable law, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

### **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, where permitted by law, an employee returning to work from leave that was taken because of his/her own serious health condition that made the employee unable to perform his/her job must provide the Company medical

certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification, subject to applicable law.

#### **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

#### **E. Substitute Paid Leave for Unpaid FMLA and RIFLA Leave**

Under the FMLA, employees must use any accrued paid time while taking unpaid FMLA leave. The substitution of paid time for unpaid FMLA and/or RIFLA leave time does not extend the length of FMLA and/or RIFLA leaves and the paid time will run concurrently with an employee's FMLA and/or RIFLA entitlement.

During the leave, employees may be eligible for compensation, such as temporary disability benefits, or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/RIFLA leave entitlement.

Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits and workers' compensation benefits.

#### **F. Pay Employee's Share of Health Insurance Premiums**

As noted above, during leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If leave is unpaid, employees must pay their portion of the group health premium through a "pay-as-you-go" method.



The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than thirty (30) days late. If an employee's payment is more than fifteen (15) days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within thirty (30) calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

#### **G. Report Periodically Concerning Intent to Return to Work**

Employees must contact the Company once a month regarding their status and intention to return to work at the end of the FMLA and/or RIFLA leave period. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice (i.e., within two business days) of the employee's changed circumstances and new return to work date. If employees give the Company unequivocal notice of their intent not to return to work, the Company's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions cease.

#### **IV. Coordination of FMLA/RIFLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights such as the RIFLA. However, whenever permissible by law, the Company will run FMLA leave concurrently with RIFLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/RIFLA leave is either not available or exhausted, please consult the Company's other leave policies in this Handbook or contact Human Resources.

#### **V. Questions and/or Complaints about FMLA/RIFLA Leave**

If you have questions regarding this FMLA/RIFLA policy, please contact **[insert Company representative responsible for FMLA questions]**. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/RIFLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their rights have been violated, they should contact the Human Resources Department immediately. The Company will investigate any complaints and take prompt and appropriate remedial action to address and/or remedy any violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

### **23-3. School Involvement Leave** (Rhode Island Employees Only)

Allstaff Technical Solutions, Inc. will grant employees who have been employed for twelve (12) consecutive months up to ten (10) hours of unpaid leave during any 12-month period to attend school conferences or other school-related activities for a child of whom the employee is the parent, foster parent or guardian. Twenty-four (24) hours' notice is required and the employee must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Employees may use accrued paid time off for this purpose.

## **Section 24 – Tennessee State Specific Laws**

### **24-1. Maternity Leave (Tennessee Employees Only)**

Full-time employees with at least twelve (12) consecutive months of service as a full-time employee are entitled to an unpaid leave of absence of up to four (4) months for pregnancy, childbirth and nursing the infant. Except in emergency situations, three (3) months' notice of leave is required to guarantee reinstatement; however, in certain situations reinstatement is not guaranteed. Leave runs concurrently with any other leave provided by the Company.

## **Section 25 – Vermont State Specific Laws**

### **25-1. Sexual Harassment (Vermont Employees Only)**

It is Allstaff Technical Solutions, Inc.'s policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at the Company all employees are free from sexual harassment. For your information, "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Recruiter. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact any Vice President. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed.

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

While employees are encouraged to report claims internally, if an employee believes that he or she has been subjected to sexual harassment, he or she may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit an employee from filing a complaint with these agencies.

## **25-2. Family and Medical Leave Act (Vermont Employees Only)**

### **VERMONT FAMILY AND MEDICAL LEAVE POLICY**

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the Vermont Family Leave Act ("VFLA"). This policy provides employees information concerning FMLA and/or VFLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA and/or VFLA leave, they should contact the Payroll Department.

#### **I. Employees Eligible for FMLA and VFLA Leave**

The eligibility requirements under the FMLA and VFLA are set forth below. Employees of the Company who do not meet the eligibility requirements for FMLA leave may be eligible only for VFLA leave and visa versa. If both laws are applicable, leave under both laws runs concurrently.

##### **A. FMLA Eligibility**

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," an employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

##### **B. VFLA Eligibility**

To be eligible for VFLA, an employee must: 1) have worked for the Company for an average of at least 30 hours a week for 12 consecutive months; **and** 2) be employed by an employer doing business in, or operating within, the state of Vermont, which, for parental leave purposes, employs 10 or more employees for an average of at least 30 hours per week for 12 consecutive months; and, for family leave purposes, employs 15 or more employees for an average of at least 30 hours per week for 12 consecutive months.

#### **II. Employee Entitlements for FMLA and VFLA Leave**

As described below, the FMLA and VFLA provide eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration. The FMLA and VFLA also entitle employees to certain written notices concerning their potential eligibility for and designation of leave.

## A. Basic FMLA and VFLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The VFLA provides eligible employees with up to 12 weeks of unpaid leave within any 12-month period. The 12-month period is determined on a rolling basis looking forward from date of employee's first leave. Thus, when a leave is requested, the Company will look back in the relevant time period to determine the amount of available leave as of the date the leave is to begin. The total FMLA/VFLA leave shall not exceed 12 weeks in any 12-month period except for leave to care for an injured servicemember, which shall not exceed 26 weeks of leave during a single 12-month period as described in more detail in section II.B. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption (of a child 16 years of age or younger - VFLA) (or foster care - FMLA only) - leave for this purpose is considered Parental Leave under the VFLA;
- To care for the employee's spouse, son, daughter or parent (or stepchild, legal ward or parent-in-law - VFLA only) who has a **serious health condition** (FMLA only) or **serious illness** (VFLA only) - leave for this purpose is considered Family Leave under the VFLA;
- For the employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job (FMLA only) or **serious illness** (VFLA only) - leave for this purpose is considered Family Leave under the VFLA; and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of contingency operation (FMLA only). This leave also is available for family members of active duty service members.

Under the FMLA, 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 employee from performing the functions of the employee'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 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Under the VFLA, a **serious illness** is an accident, disease or physical or mental condition that poses imminent danger of death, requires inpatient care in a hospital or requires continuing in-home care under the direction of a physician.

**Qualifying exigencies** for FMLA leave may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

## **B. Additional Military Family Leave Entitlement under the FMLA (Injured Servicemember Leave)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. FMLA leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A “**covered servicemember**” means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness, or who was a member of the Armed Forces (including members of the National Guard or Reserves) at any time during the five years preceding the date of treatment, recuperation or therapy. A member of the Armed Forces would have a serious injury or illness if he/she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the servicemember medically unfit to perform duties of the member’s office, grade, rank or rating.

## **C. Intermittent Leave and Reduced Leave Schedules**

FMLA and/or VFLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also may be entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member, due to a qualifying exigency or the serious injury or illness of a covered servicemember.

## **D. Leave Because of the Birth or Placement of a Child**

Under both the FMLA and VFLA, leave because of the birth of a child or placement of a child with the employee for adoption (or foster care - FMLA only) generally must be concluded within the 12-month period beginning on the date of birth or placement.

## **E. Protection of Group Health Insurance Benefits during Leave**

During leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

## **F. Restoration of Employment and Benefits**

### **1. FMLA**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of “key employees” will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as “key employees,” if it intends to deny reinstatement, and of their rights in such instances. A “key employee” is defined

under the FMLA as an employee among the highest paid 10 percent of all employees who are employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

## **2. VFLA**

As with FMLA leave, at the end of VFLA leave, subject to some exceptions including a variant of the FMLA "key employee" exception, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms.

### **G. Notice of Eligibility for, and Designation of, FMLA and VFLA Leave**

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA and/or VFLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA- or VFLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA and/or VFLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA and/or VFLA leave

## **III. Employee FMLA and/or VFLA Leave Obligations**

### **A. Provide Notice of the Need for Leave**

Employees who take FMLA and/or VFLA leave must timely notify the Company of their need for FMLA and/or VFLA leave. The following describes the content and timing of such employee notices.

#### **1. Content of Employee Notice**

To trigger FMLA and/or VFLA leave protections, employees must inform the Payroll Department of the need for FMLA/VFLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or VFLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/VFLA-qualifying. For example, employees might explain that:

- a condition renders them unable to perform the functions of their job or that they are under the continuing care of a health care provider;
- they are pregnant or have been hospitalized overnight;
- a covered family member is under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;



- the leave is due to a qualifying exigency caused by a covered military member being on active duty or called to active duty status (FMLA only); or
- a family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in “sick,” without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company’s questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for leave, the leave may be denied. When employees seek leave due to FMLA/VFLA-qualifying reasons for which the Company has previously provided FMLA/VFLA-protected leave, employees must specifically reference the qualifying reason for the leave or the need for FMLA and/or VFLA leave.

## **2. Timing of Employee Notice**

Employees must provide thirty (30) days’ advance notice of the need to take FMLA and/or VFLA leave when the need is foreseeable. When thirty (30) days’ notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days’ notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or VFLA notice obligations, may have leave delayed or denied.

### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company’s operations, subject to the approval of an employee’s health care provider. An employee must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employee, subject to the approval of the employee’s health care providers. If an employee providing notice of the need to take leave on an intermittent basis for planned medical treatment neglects to fulfill this obligation, the Company may require the employee to attempt to make such arrangements, subject to the approval of the employee’s health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave, subject to applicable law.

When an employee seeks intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, the employee must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee’s needs without unduly disrupting the Company’s operations, subject to the approval of the employee’s health care provider.

### **C. Submit Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of leave sought, employees may be required to submit medical certifications supporting their need for FMLA/VFLA-qualifying leave. As described below, there generally are three types of medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, subject to applicable law, the Company (through individuals other than an employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If an employee chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

#### **1. Initial Medical Certifications**

Employees requesting leave because of their own, or a family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family member or servicemember. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense, subject to applicable law. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

#### **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, subject to applicable law, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

### **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, where permitted by law, an employee returning to work from leave that was taken because of his/her own serious health conditions that made the employee unable to perform his/her job must provide the Company medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification, subject to applicable law.

#### **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

#### **E. Substitute Paid Leave for Unpaid FMLA and VFLA Leave**

Under the FMLA, employees must use any accrued paid time while taking unpaid FMLA leave. Under the VFLA, employees may elect to use up to six weeks of accrued paid time off. The substitution of paid time for unpaid FMLA and/or VFLA leave time does not extend the length of FMLA and/or VFLA leaves and the paid time will run concurrently with an employee's FMLA and/or VFLA entitlement.

During the leave, employees may be eligible for compensation, such as temporary disability benefits, or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/VFLA leave entitlement.

Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits and workers' compensation benefits.

#### **F. Pay Employee's Share of Health Insurance Premiums**

As noted above, during leave, employees are entitled to continued group health plan coverage under

the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If leave is unpaid, employees must pay their portion of the group health premium through a "pay-as-you-go" method.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than thirty (30) days late. If an employee's payment is more than fifteen (15) days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within thirty (30) calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

#### **G. Report Periodically Concerning Intent to Return to Work**

Employees must contact the Company once a month regarding their status and intention to return to work at the end of the FMLA and/or VFLA leave period. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice (i.e., within 2 business days) of the employee's changed circumstances and new return to work date. If employees give the Company unequivocal notice of their intent not to return to work, the Company's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions cease.

#### **IV. Coordination of FMLA/VFLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights such as the VFLA. However, whenever permissible by law, the Company will run FMLA leave concurrently with VFLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/VFLA leave is either not available or exhausted, please consult the Company's other leave policies in this Handbook or contact Human Resources.

#### **V. Questions and/or Complaints about FMLA/VFLA Leave**

If you have questions regarding this FMLA/VFLA policy, please contact the Payroll Department. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/VFLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their rights have been violated, they should contact the Human Resources Department immediately. The Company will investigate any complaints and take prompt and appropriate remedial action to address and/or remedy any violation. Employees also may file FMLA

complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

### **25-3. School Attendance Leave (Vermont Employees Only)**

Allstaff Technical Solutions, Inc. will grant employees who are parents or guardians of school- age children up to four (4) hours of unpaid leave during any 30-day period and up to twenty-four (24) hours of unpaid leave in a 12-month period to: (i) participate in activities at their children's school directly related to academic educational advancement; (ii) attend to or accompany the employee's child to routine medical or dental appointments; (iii) accompany the employee's parent, spouse or parent-in-law to other appointments for professional services related to their care and well-being; and (iv) respond to a medical emergency involving the employee's child, parent, spouse or parent-in-law. Leave must be taken in a minimum of two- hour segments. At least seven (7) days' advance notice is required and the employee is required to make a reasonable effort to schedule such appointments outside of regular work hours. Employees must first use accrued paid time off for this purpose.

**Section 26 – Washington State Specific Laws** (Washington Employees Only)

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**General Handbook Acknowledgment**  
**RECEIPT OF EMPLOYEE HANDBOOK**

I have this day received my copy of Allstaff Technical Solutions, Inc.'s Employee Handbook (the "Handbook"). I acknowledge that it is my responsibility to read and understand the Handbook. I have had the opportunity to discuss any questions I may have about the Handbook.

I understand that my employment is at-will, and the Company and I each have the right to end our employment relationship for any reason at any time, with or without cause or notice.

I understand that the Company has the right to manage its workplace and direct its employees. This includes the right to hire, transfer, promote, demote, reclassify and lay off, as well as terminate employees at any time, with or without reason and with or without cause.

I understand that no language contained in the Handbook, or in any other document provided by the Company, provides promises of specific treatment in specific situations. I understand that no language contained in the Handbook alters the at-will employment relationship, or creates an employment contract between me and the Company.

I understand that no employee, supervisor or manager is authorized to make any oral assurances of promises of continued employment. Any such agreement must be in writing signed by the Company.

I understand that the Handbook contains general statements of the Company's policies and procedures and is not intended to limit the Company's discretion in any way. Moreover, the Company has the right to revise, amend, add and/or delete any such statements at any time, with or without notice.

I understand that this Handbook supersedes all previous policies and issued by the Company.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee Handbook.

Employee's Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

## **Section 27 – Wisconsin State Specific Laws**

### **27-1. Family and Medical Leave (Wisconsin Employees Only)**

#### **WISCONSIN FAMILY AND MEDICAL LEAVE POLICY**

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the Wisconsin Family Leave Act (“WFLA”). This policy provides employees information concerning FMLA and/or WFLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA and/or WFLA leave, they should contact the Payroll Department.

#### **I. Employees Eligible for FMLA and WFLA Leave**

The eligibility requirements under the FMLA and WFLA are set forth below. Employees of the Company who do not meet the eligibility requirements for FMLA leave may be eligible only for WFLA leave and visa versa. As applicable, leave under the FMLA and WFLA runs concurrently.

##### **A. FMLA Eligibility**

FMLA leave is available to “FMLA eligible employees.” To be an “FMLA eligible employee,” an employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

##### **B. WFLA Eligibility**

WFLA leave is available to “WFLA eligible employees.” To be a WFLA eligible employee, an employee must: 1) have worked for the Company for at least 52 consecutive weeks and have worked at least 1,000 hours in the 52 weeks preceding the commencement of leave; **and** 2) be employed by an employer that has 50 or more employees.

#### **II. Employee Entitlements for FMLA and WFLA Leave**

As described below, the FMLA and WFLA provide eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration. The FMLA and/or WFLA also entitle employees to certain written notices concerning their potential eligibility for and designation of leave.

##### **A. Basic FMLA and WFLA Leave Entitlement**

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The WFLA provides eligible employees up to six weeks of unpaid leave during a calendar year if the leave is due to childbirth or adoption, plus an additional two weeks of leave for the employee’s serious health condition or to care for a parent, spouse, son or daughter with a serious health condition (employees, however, are entitled to no more than a total of

eight weeks of family/medical unpaid leave within the 12-month period under the WFLA - see further information below).

The 12-month period for FMLA leave is determined on a rolling basis looking forward from date of employee's first leave. Thus, when a leave is requested, the Company will look back in the relevant time period to determine the amount of available leave as of the date the leave is to begin.]. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption (or foster care - FMLA only);
- To care for the employee's spouse, son, daughter or parent (and under the WFLA parent-in-law or stepparent) who has a **serious health condition**;
- For the employee's own **serious health condition**); and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of contingency operation (FMLA only). This leave also is available for family members of active duty service members.

Under the FMLA, 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 employee from performing the functions of the employee'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 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Under the WFLA, a **serious health condition** means a disabling physical or mental illness, injury, impairment or condition involving inpatient care in a hospital, nursing home or hospice, or out-patient care that requires continuing treatment or supervision by a health care provider.

**Qualifying exigencies** for FMLA leave may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

## **B. Additional Military Family Leave Entitlement under the FMLA (Injured Servicemember Leave)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. FMLA leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the



single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A **“covered servicemember”** means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness, or who was a member of the Armed Forces (including members of the National Guard or Reserves) at any time during the five years preceding the date of treatment, recuperation or therapy. A member of the Armed Forces would have a serious injury or illness if he/she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the servicemember medically unfit to perform duties of the member’s office, grade, rank or rating.

### **C. Intermittent Leave and Reduced Leave Schedules**

FMLA and/or WFLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member (both FMLA and WFLA) or the serious injury or illness of a covered servicemember (FMLA only) or birth or adoption (WFLA only).

### **D. Leave Because of the Birth or Placement of a Child**

Under the WFLA, leave because of the birth of a child or placement of a child with the employee for adoption must commence within six weeks before or after the birth or adoption. Under the FMLA, leave because of the birth of a child or placement of a child with the employee for adoption (or foster care) must be concluded within the 12-month period beginning on the date of birth or placement.

### **E. Protection of Group Health Insurance Benefits during FMLA Leave**

During leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

### **F. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions, including situations where job restoration of “key employees” will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as “key employees,” if it intends to deny reinstatement and of their rights in such instances. A “key employee” is defined under the FMLA as an employee among the highest paid 10 percent of all employees who are employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee’s FMLA leave.

As with FMLA leave, at the end of WFLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms.

## **G. Notice of Eligibility for, and Designation of, FMLA and WFLA Leave**

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA and/or WFLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA- or WFLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA and/or WFLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA and/or WFLA leave.

### **III. Employee FMLA and/or WFLA Leave Obligations**

#### **A. Provide Notice of the Need for Leave**

Employees who take FMLA and/or WFLA leave must timely notify the Company of their need for FMLA and/or WFLA leave. The following describes the content and timing of such employee notices

##### **1. Content of Employee Notice**

To trigger FMLA and/or WFLA leave protections, employees must inform the Payroll Department of the need for FMLA/WFLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or WFLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/WFLA-qualifying.

Calling in "sick," without providing the reasons for the needed leave will not be considered sufficient notice for leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially leave-qualifying.

If employees fail to explain the reasons for leave, the leave may be denied. When employees seek leave due to FMLA/WFLA-qualifying reasons for which the Company has previously provided FMLA/WFLA-protected leave, employees must specifically reference the qualifying reason for the leave or the need for FMLA and/or WFLA leave.

##### **2. Timing of Employee Notice**

Employees must provide thirty (30) days' advance notice of the need to take FMLA and/or WFLA leave when the need is foreseeable. When thirty (30) days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give thirty (30) days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or WFLA notice obligations, may have leave delayed or denied.

## **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of an employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employees' health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave, to the extent permitted by law.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

## **C. Submit Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of leave sought, employees may be required to submit medical certifications supporting their need for FMLA/WFLA-qualifying leave. As described below, there generally are three types of medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide medical certifications, employees must provide the requested certifications within fifteen (15) calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than an employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If an employee chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

### **1. Initial Medical Certifications**

Employees requesting leave because of their own, or a family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee, to the extent permitted by applicable law.

### **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

### **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, an employee returning to work from leave that was taken because of his/her own serious health conditions that made the employee unable to perform his/her job must provide the Company medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation, to the extent permitted by law. The Company may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification, subject to applicable law.

### **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

#### **E. Substitute Paid Leave for Unpaid FMLA and WFLA Leave**

Employees must use any accrued paid time while taking unpaid FMLA and/or WFLA leave. The substitution of paid time for unpaid FMLA and/or WFLA leave time does not extend the length of FMLA and/or WFLA leaves and the paid time will run concurrently with an employee's FMLA and/or WFLA entitlement.

During the leave, employees may be eligible for compensation, such as temporary disability benefits, family leave benefits or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/WFLA leave entitlement.

#### **F. Pay Employee's Share of Health Insurance Premiums**

As noted above, during FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If leave is unpaid, employees must pay their portion of the group health premium through a "pay-as-you-go" method.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than thirty (30) days late. If an employee's payment is more than fifteen (15) days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within thirty (30) calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

#### **G. Report Periodically Concerning Intent to Return to Work**

Employees must contact the Company once a month regarding their status and intention to return to work at the end of the FMLA and/or WFLA leave period. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice (i.e., within two business days) of the employee's changed circumstances and new return to work date. If employees give the Company unequivocal notice of their intent not to return to work, the Company's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions cease.

#### **IV. Coordination of FMLA/WFLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights such as the WFLA. However, whenever permissible by law, the Company will run FMLA leave concurrently with WFLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/WFLA leave is either not available or exhausted, please consult the Company's other leave policies in this Handbook or contact Human Resources.

#### **V. Questions and/or Complaints about FMLA/WFLA Leave**

If you have questions regarding this FMLA/WFLA policy, please contact the Human Resources Department. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/WFLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their rights have been violated, they should contact the Human Resources Department immediately. The Company will investigate any complaints and take prompt and appropriate remedial action to address and/or remedy any violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

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## General Handbook Acknowledgment

This Employee Handbook is an important document intended to help you become acquainted with Allstaff Technical Solutions, Inc. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee Handbook.

**I have received and read a copy of Allstaff Technical Solutions, Inc.'s Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.**

**I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.**

**I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" status except an express written agreement. I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee Handbook.**

Employee's Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

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## Receipt of Sexual Harassment Policy

It is Allstaff Technical Solutions, Inc.'s policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at the Company all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Recruiter. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact any Vice President. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

I have read and I understand Allstaff Technical Solutions, Inc.'s Sexual Harassment Policy.

Employee's Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.



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## Receipt of Non-Harassment Policy

It is Allstaff Technical Solutions, Inc.'s policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Recruiter. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact any Vice President. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

Employee's Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.