



**STAFFING AGENCY, LLC.**

**"PUTTING THE *U.S.* BACK TO WORK"**

TEMPORARY ASSOCIATE  
EMPLOYEE HANDBOOK



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## FOREWORD

Whether you have just joined our staff or have been at U.S. Staffing Agency, LLC., for a while, we are confident that you will find our company a dynamic and rewarding place in which to work and we look forward to a productive and successful association. We consider the employees of U.S. Staffing Agency, LLC. to be one of its most valuable resources. This manual has been written to serve as the guide for the employer/employee relationship.

There are several things that are important to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your account manager. Neither this handbook nor any other Company document, confers any contractual right, either express or implied, to remain in the Company's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice, by the Company or you may resign for any reason at any time.

Second, the procedures, practices, policies and benefits described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur.

Third, this handbook and the information in it should be treated as secret and confidential. No portion of this handbook should be disclosed to others, except U.S. Staffing Agency, LLC., employees and others affiliated with U.S. Staffing Agency LLC., whose knowledge of the information is required in the normal course of business.

Finally, some of the subjects described here are covered in detail in official policy documents. You should refer to these documents for specific information, since this handbook only briefly summarizes those benefits.



## A. INTRODUCTION

### 1. EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of U.S. Staffing Agency, LLC. to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, national origin, religion, sex (with or without sexual conduct), age, disability, [alienage or citizenship status, marital status, creed, genetic predisposition or carrier status, sexual orientation] or any other characteristic protected by law. U.S. Staffing Agency, LLC. prohibits and will not tolerate any such discrimination or harassment.

U.S. Staffing Agency, LLC. is also committed to complying fully with applicable disability discrimination laws, and ensuring that equal opportunity in employment exists at U.S. Staffing Agency, LLC. for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Reasonable accommodations will be available to all qualified disabled employees, upon request, so long as the potential accommodation does not create an undue hardship on U.S. Staffing Agency, LLC. Employees who believe that they may require an accommodation should discuss these needs with their U.S. Staffing Agency, LLC. account manager.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

Employees' questions or concerns should be referred to your account manager.

Appropriate disciplinary action may be taken against any employee willfully violating this policy.

### 2. NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY

U.S. Staffing Agency is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, U.S. Staffing Agency, LLC. expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

#### Definitions of Harassment

a. Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i.) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii.) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii.) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual



nature. Sex-based harassment that is, harassment not involving sexual activity or language (e.g., male manager yells only at female employees and not males) may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

b. Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, national origin, age, disability, [alienage or citizenship status, marital status, creed, genetic predisposition or carrier status, sexual orientation] or any other characteristic protected by law or that of his/her relatives, friends or associates, and that: (i.) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii.) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii.) otherwise adversely affects an individual's employment opportunities.

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

#### Individuals and Conduct Covered

These policies apply to all applicants and employees, and prohibit harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to U.S. Staffing Agency, LLC. (e.g., an outside vendor, consultant or customer).

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

#### Retaliation is Prohibited

U.S. Staffing Agency, LLC. prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

#### Complaint Procedure - Reporting an Incident of Harassment, Discrimination or Retaliation

U.S. Staffing Agency, LLC. strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to U.S. Staffing Agency's policy or who have concerns about such matters should file their complaints with their account manager before the conduct becomes severe or pervasive.

#### Important Notice To All Employees:

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action. Also, please note, federal, state and local discrimination laws establish specific time frames for initiating a legal proceeding pursuant to those laws.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, U.S. Staffing Agency, LLC. strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be



taken. U.S. Staffing Agency, LLC. will make every effort to stop alleged harassment before it becomes severe or pervasive, but can only do so with the cooperation of its staff/employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

#### The Investigation

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

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

#### Responsive Action

Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay or termination, as U.S. Staffing Agency, LLC. believes appropriate under the circumstances.

If an employee making a complaint does not agree with its resolution, the employee may appeal to U.S. Staffing Agency's Operation Manager, .

Individuals who have questions or concerns about these policies should speak with their account manager.

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

### 3. AMERICANS WITH DISABILITIES ACT POLICY STATEMENT

The Company is committed to complying with all applicable provisions of the Americans With Disabilities Act ("ADA"). It is the Company's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the Company will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the Company aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Company.



Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their account manager. U.S. Staffing Agency, LLC. encourages individuals with disabilities to come forward and request reasonable accommodation.

#### Procedure for Requesting an Accommodation

U.S. Staffing Agency, LLC. will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, U.S. Staffing Agency's overall financial resources and organization, and the accommodation's impact on the operation of the Company, including its impact on the ability of other employees to perform their duties and on U.S. Staffing Agency's ability to conduct business.

U.S. Staffing Agency, LLC. will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The ADA does not require U.S. Staffing Agency, LLC. to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs etc.).

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the Operations Manager. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

#### 4. CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT STATEMENT

The Company expects our employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of the Company. Business dealings that appear to create a conflict between the interests of the Company and an employee are unacceptable. The Company recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, the employee must disclose any possible conflicts so that the Company may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the Company's business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones which most frequently present problems. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, he or she should immediately contact the Human Resources Department to obtain advice on the issue. The purpose of this policy is to protect employees from any conflict of interest that might arise.

A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.



### Outside Employment

Employees are required to obtain written approval from their supervisor before participating in outside work activities. Approval will be granted unless the activity conflicts with the Company's interest. In general, outside work activities are not allowed when they:

- prevent the employee from fully performing work for which he or she is employed at the Company, including overtime assignments;
- involve organizations that are doing or seek to do business with the Company, including actual or potential vendors or customers; or
- violate provisions of law or the Company's policies or rules.

From time to time, Company employees may be required to work beyond their normally scheduled hours. Employees must perform this work when requested. In cases of conflict with any outside activity, the employee's obligations to the Company must be given priority. Employees are hired and continue in U.S. Staffing Agency's employ with the understanding that U.S. Staffing Agency, LLC. is their primary employer and that other employment or commercial involvement which is in conflict with the business interests of U.S. Staffing Agency, LLC. is strictly prohibited.

### Financial Interest in Other Business

An employee and his or her immediate family may not own or hold any significant interest in a supplier, customer or competitor of the Company, except where such ownership or interest consists of securities in a publicly owned company and that securities are regularly traded on the open market.

### Acceptance of Gifts

No employee may solicit or accept gifts of significant value (i.e., in excess of \$25.00), lavish entertainment or other benefits from potential and actual customers, suppliers or competitors. Special care must be taken to avoid even the impression of a conflict of interest.

An employee may entertain potential or actual customers if such entertainment is consistent with accepted business practices, does not violate any law or generally accepted ethical standards and the public disclosure of facts will not embarrass the Company. Any questions regarding this policy should be addressed to their account manager.

### Work Product Ownership

U.S. Staffing Agency, LLC. employees must be aware that U.S. Staffing Agency, LLC. retains legal ownership of the product of their work. No work product created while employed by U.S. Staffing Agency, LLC. can be claimed, construed, or presented as property of the individual, even after employment by U.S. Staffing Agency, LLC. has been terminated or the relevant project completed. This includes written and electronic documents, audio and video recordings, system code, and also any concepts, ideas, or other intellectual property developed for U.S. Staffing Agency, LLC., regardless of whether the intellectual property is actually used by U.S. Staffing Agency, LLC. Although it is acceptable for an employee to display and/or discuss a portion or the whole of certain work product as an example in certain situations (e.g., on a resume, in a freelancer's meeting with a prospective client), one must bear in mind that information classified as confidential must remain so even after the end of employment, and that supplying certain other entities with certain types of information may constitute a conflict of interest. In any event, it must always be made clear that work product is the sole and exclusive property of U.S. Staffing Agency,



LLC. Freelancers and temporary employees must be particularly careful in the course of any work they discuss doing, or actually do, for a competitor of U.S. Staffing Agency, LLC.

#### Reporting Potential Conflicts

An employee must promptly disclose actual or potential conflicts of interest, in writing, to his or her supervisor. Approval will not be given unless the relationship will not interfere with the employee's duties or will not damage the Company's relationship.

## 5. CONFIDENTIAL NATURE OF WORK

All U.S. Staffing Agency, LLC. records and information relating to U.S. Staffing Agency or its customers are confidential and employees must, therefore, treat all matters accordingly. No U.S. Staffing Agency, LLC or U.S. Staffing Agency, LLC.-related information, including without limitation, documents, notes, files, records, oral information, computer files or similar materials (except in the ordinary course of performing duties on behalf of U.S. Staffing Agency, LLC.) may be removed from U.S. Staffing Agency's premises without permission from U.S. Staffing Agency. Additionally, the contents of U.S. Staffing Agency's records or information otherwise obtained in regard to business may not be disclosed to anyone, except where required for a business purpose. Employees must not disclose any confidential information, purposefully or inadvertently through casual conversation), to any unauthorized person inside or outside the Company. Employees who are unsure about the confidential nature of specific information must ask their supervisor for clarification. Employees will be subject to appropriate disciplinary action, up to and including dismissal, for knowingly or unknowingly revealing information of a confidential nature.

## B. LEAVE BENEFITS AND OTHER WORK POLICIES

### 1. VACATION/PAID TIME OFF

U.S. Staffing Agency offers paid vacation for full time employees for the purpose of rest, relaxation, and personal pursuits. 5 days of vacation is earned after 1 year and 1960 hours of continuous employment. If you have a break in employment over 21 days, the accrual period starts over. Each year on your anniversary date, you must have completed 1960 hours to be eligible for the 5 days of vacation. Vacation time must be submitted at least two weeks prior to when the requested time off will begin. Vacation not used in the allotted time (Anniversary date to Anniversary date), can be paid out if you are working that same week and are not able to get vacation time approved by the client. If you are no longer working, quit or released vacation time will be forfeited. Vacation time cannot be carried over to the next year.

### 2. HOLIDAYS

All full-time employees are eligible for 4 paid holidays per year after 6 months and 1040 hours of continuous service. The holidays per year are as follows: If you have a break in employment over 21 days, your 6 months and 1040 hours of service will start over. Also, you must work the scheduled work day before, and the scheduled work day after each holiday regardless of circumstance, or you will not receive Holiday pay.

New Year's Day  
Independence Day  
Thanksgiving  
Christmas



### 3. BEREAVEMENT LEAVE

In the unfortunate event of a death in the immediate family, a leave of absence of up to 3 days without pay will be granted. These three days are to be taken consecutively within a reasonable time of the day of the death or day of the funeral, and may not be split or postponed.

For this purpose, immediate family is defined as: Spouse, Child, Step-child, Parents (Including In-Laws), Step-Parents, Siblings, Step-Siblings, Grandparents, and Grandchildren

Employees should make their supervisor aware of their situation. In turn, the supervisor should notify Human Resources of the reason and length of the employee's absence.

Upon returning to work, the employee must record his/her absence as a Bereavement Leave on his/her attendance record. Proof of death and relationship to the deceased may be required.

### 4. JURY DUTY

A leave of absence for jury duty will be granted to any full-time or part-time employee who has been notified to serve. During this leave, employees will not be compensated.

Upon receipt of the notice to serve jury duty, the employee should immediately notify his/her supervisor, as well as their account manager. Additionally, a copy of the notice to serve jury duty should be attached to the employee's attendance record for attendance purposes.

Upon the employee's return, the employee must notify their account manager and must submit a signed Certificate of Jury Service indicating the number of days served.

### 5. MILITARY LEAVE

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves or Public Health Service will be granted a unpaid leave of absence for military service, training or related obligations in accordance with applicable law. At the conclusion of the leave, upon the satisfaction of certain conditions, an employee generally has a right to return to the same position he or she held prior to the leave or to a position with like seniority, status and pay that the employee is qualified to perform.

#### Requests for Leave:

#### Leave for Active or Reserve Duty

Upon receipt of orders for active or reserve duty, an employee should notify his/her supervisor, as well as their account manager, as soon as possible, and submit a copy of the military orders to his/her supervisor and the account manager (unless he/she is unable to do so because of military necessity or it is otherwise impossible or unreasonable).

#### Leave for Training and Other Related Obligations (e.g., fitness for service examinations)

Employees will also be granted unpaid time off for military training and other related obligations, such as for an examination to determine fitness to perform service. Employees should advise their supervisor and/or department head of their training schedule and/or other related obligations as far in advance as possible.



## 6. ABSENCE DUE TO ILLNESS

To keep the business and each department running smoothly and efficiently, it is important that every employee be on the job on time regularly. For this reason, careful attention is given to promptness, absence record and overall dependability.

U.S. Staffing Agency, LLC. recognizes, however, that an employee may occasionally be disabled by injury or illness. Employee's must contact their work site supervisor 2 hours prior to their shift as well as contacting their account manager.

If U.S. Staffing Agency, LLC. has questions about the nature or length of an employee's disability, a written certification from a physician or licensed health care professional may be required.

## 7. LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT ("FMLA")

The Family and Medical Leave Act (FMLA) provides eligible employees with up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12 month period. During this leave, an eligible employee is entitled to continued group health plan coverage as if the employee had continued to work. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or to an equivalent position.

### Employee Eligibility Criteria

To be eligible for FMLA leave, an employee must have been employed by U.S. Staffing Agency, LLC.

i.) for at least 12 months (which need not be consecutive); ii.) for at least 1,250 hours during the 12 month period immediately preceding the commencement of the leave; and iii.) at a worksite (a) with 50 or more employees; or (b) where 50 or more employees are located within 75 miles of the worksite.

### Events Which May Entitle An Employee to FMLA Leave

FMLA leave may be taken for any one, or for a combination of, the following reasons: i.) the birth of the employee's child or to care for the newborn child; ii.) the placement of a child with the employee for adoption or foster care or to care for the newly placed child; iii.) to care for the employee's spouse, child or parent (but not in-law) with a serious health condition; and/or iv.) the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.

A "serious health condition" is an injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

### How Much FMLA Leave May Be Taken

#### The 12 Month Period

An eligible employee is entitled to up to 12 workweeks of unpaid leave during a 12 month period for any FMLA qualifying reason(s). The 12 month period is the 12 months beginning on the employee's anniversary date of employment



#### Limitations on FMLA Leave

Leave to care for a newborn or for a newly placed child must conclude within 12 months after the birth or placement of the child.

When both spouses are employed by U.S. Staffing Agency, they are together entitled to a combined total of 12 workweeks of FMLA leave within the designated 12 month period for the birth, adoption or foster care placement of a child with the employees, for aftercare of the newborn or newly placed child, and to care for a parent (but not in-law) with a serious health condition. Each spouse may be entitled to additional FMLA leave for other FMLA qualifying reasons (i.e., the difference between the leave taken individually for any of the above reasons and 12 workweeks, but not more than a total of 12 workweeks per person).

For example, if each spouse took 6 weeks of leave to care for a newborn child, each could later use an additional 6 weeks due to his/her own serious health condition or to care for a child with a serious health condition.

#### Intermittent Or Reduced Work Schedule Leave

Intermittent leave is leave taken in separate blocks of time. A reduced work schedule leave is a leave schedule that reduces an employee's usual number of hours per workweek or hours per workday.

Leave to care for a newborn or for a newly placed child must be taken all at once and may not be taken intermittently or on a reduced work schedule.

If an employee takes leave intermittently or on a reduced work schedule basis, the employee must, when requested, attempt to schedule the leave so as not to unduly disrupt the U.S. Staffing Agency, LLC. operations. When an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment, U.S. Staffing Agency, LLC. may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

#### Requests for FMLA Leave

An employee should request FMLA leave by completing the Employer's Request for Leave form and submitting it to their U.S. Staffing Agency, LLC. representative.

When leave is foreseeable for childbirth, placement of a child or planned medical treatment for the employee's or family member's serious health condition, the employee must provide U.S. Staffing Agency, LLC. with at least 30 days advance notice, or such shorter notice as is practicable (i.e., within 1 or 2 business days of learning of the need for the leave). When the timing of the leave is not foreseeable, the employee must provide U.S. Staffing Agency, LLC. with notice of the need for leave as soon as practicable (i.e., within 1 or 2 business days of learning of the need for the leave).

#### Required Documentation

When leave is taken to care for a family member, U.S. Staffing Agency, LLC. may require the employee to provide documentation or statement of family relationship (e.g., birth certificate or court document).

An employee may be required to submit medical certification from a health care provider to support a request for FMLA leave for the employee's or a family member's serious health condition.



If U.S. Staffing Agency, LLC. has reason to doubt the employee's initial certification, U.S. Staffing Agency, LLC. may: (i.) with the employee's permission, have a designated health care provider contact the employee's health care provider in an effort to clarify or authenticate the initial certification; and/or (ii.) require the employee to obtain a second opinion by an independent U.S. Staffing Agency-designated provider at U.S. Staffing Agency's expense. If the initial and second certifications differ, U.S. Staffing Agency, LLC. may, at its expense, require the employee to obtain a third, final and binding certification from a jointly selected health care provider.

During FMLA leave, U.S. Staffing Agency, LLC. may request that the employee provide recertification of a serious health condition at intervals in accordance with the FMLA. In addition, during FMLA leave, the employee must provide U.S. Staffing Agency with periodic reports regarding the employee's status and intent to return to work. If the 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 U.S. Staffing Agency, LLC. with reasonable notice (i.e., within 2 business days) of the employee's changed circumstances and new return to work date. If the employee gives U.S. Staffing Agency, LLC. notice of the employee's intent not to return to work, the employee will be considered to have voluntarily resigned.

Before the employee returns to work from FMLA leave for the employee's own serious health condition, the employee may be required to submit a fitness for duty certification from the employee's health care provider, with respect to the condition for which the leave was taken, stating that the employee is able to resume work.

FMLA leave or return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner. Also, a failure to provide requested documentation of the reason for an absence from work may lead to termination of employment.

#### Return from FMLA Leave

Upon return from FMLA leave, U.S. Staffing Agency, LLC. will place the employee in the same position the employee held before the leave or an equivalent position with equivalent pay, benefits and other employment terms.

#### Limitations on Reinstatement

An employee is entitled to reinstatement only if he/she would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force or other reason, the employee would not be employed at the time job restoration is sought.

U.S. Staffing Agency, LLC. reserves the right to deny reinstatement to salaried, eligible employees who are among the highest paid 10 percent of U.S. Staffing Agency's employees employed within 75 miles of the worksite if such denial is necessary to prevent substantial and grievous economic injury to U.S. Staffing Agency's operations.

#### Failure To Return To Work Following FMLA Leave

If the employee does not return to work following the conclusion of FMLA leave, the employee will be considered to have voluntarily resigned.

## 8. LEAVE OF ABSENCE WITHOUT PAY

Should a situation arise that temporarily prevents an employee from working, he/she may be eligible for a personal Leave of Absence without pay. However, employees must be employed for at least three months prior to the requested leave.



Any request for a leave of absence without pay must be submitted in writing as far in advance as possible and it will be reviewed on a case-by-case basis by the employee's supervisor/manager and the Human Resources Department. The decision to approve or disapprove is based on the circumstances, the length of time requested, the employee's job performance and attendance and punctuality record, the reasons for the leave, the effect the employee's absence will have on the work in the department and the expectation that the employee will return to work when the leave expires.

#### Performance Appraisal

The normal performance appraisal date of an employee on an unpaid leave of absence without pay will be extended by the length of the leave.

#### Returning/Not Returning From a Leave

Due to the nature of our business, U.S. Staffing Agency, LLC. cannot guarantee either that an employee's job will remain available or that a comparable position will exist when return from an unpaid leave is sought. When an employee is ready to return from a leave of absence without pay, U.S. Staffing Agency, LLC. will attempt to reinstate the employee to his/her former position or to one with similar responsibilities.

### **C. EMPLOYEE BENEFITS**

#### **1. DISCLAIMER**

The Company has established a variety of employee benefit programs designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness and disability, and to help you plan for retirement. This portion of the Employee Handbook contains a very general description of the benefits to which you may be entitled as an employee of the Company. Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for your examination from the Human Resources Department. To the extent that any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the Company and its employees, retirees or their dependents, for benefits or for any other purpose. All employees shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.

As in the past, U.S. Staffing Agency, LLC. reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, the Company reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

#### **2. HEALTH INSURANCE**

U.S. Staffing Agency currently offers regular full-time employees who have been employed by U.S. Staffing Agency for 1200 hours and 90 days ACA compliant health coverage. Open enrollment begins on August 1<sup>st</sup> and ends the last Friday in August.



U.S. Staffing Agency also offers regular and part-time employees who are employed by U.S. Staffing Agency, LLC. a no waiting period fixed indemnity plan and a wellness/preventative plan.

You have up to 30 days from your employment start date to make your medical plan election for the fixed indemnity plan. Once made, your election is generally fixed for the remainder of the plan year. However, if you undergo a change in family status (as defined in the Plan document), you may make a mid-year change in coverage (i.e., you may change coverage from individual to family or from family to individual, add or delete dependents, or revoke coverage), provided you do so within 30 days from the date of the change in family status, in a manner which will not entitle you to make a mid-year change from one medical carrier to another. Please contact your account manager to determine if a family status change qualifies under the Plan document and IRS regulations.

At the end of each calendar year, during open enrollment you are free to change your medical elections for the following calendar year, whether or not you have a change in family status.

### 3. WORKERS' COMPENSATION BENEFITS

The Company is covered under statutory state Workers' Compensation Laws. Should you sustain a work-related injury, you must immediately notify your department supervisor and your account manager. Should your injury require the attention of a doctor, you can obtain a list of approved physicians by calling our Workers' Compensation Carrier's Physician Network Referral Unit. In the case of an emergency, you should go to the nearest hospital emergency room for treatment and then utilize the Network Referral Unit if additional treatment is necessary.

## D. ON-THE-JOB

### 1. HOURS OF WORK, ATTENDANCE, PUNCTUALITY AND DEPENDABILITY

Because U.S. Staffing Agency, LLC. depends heavily upon its employees, it is important that employees attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. As such, employees are expected at work on all scheduled work days and during all scheduled work hours and to report to work on time. Moreover, an employee must notify his/her supervisor and U.S. Staffing Agency, LLC. as far in advance as possible, but not later than two hours before his/her scheduled starting time if he/she expects to be late or absent. This policy applies for each day of his/her absence. An employee who fails to contact his/her immediate supervisor and U.S. Staffing Agency, LLC. may be considered as having voluntarily resigned. A careful record of absenteeism and lateness is kept by the employee's supervisor and becomes part of the personnel record. To the extent permitted by law, absenteeism and lateness lessen an employee's chances for advancement and may result in dismissal.

#### Overtime pay

Depending on Company work needs, employees will be required to work overtime when requested to do so. Prior approval of a supervisor, however, is required before any non-exempt employee works overtime. Employees working overtime without approval will be subject to disciplinary action.

Non-exempt full-time employees are eligible for additional pay for work performed beyond their regularly scheduled 40 weekly hours.



Employees are responsible for calculating their own hours on a daily basis.

Each day, the time the employee starts and finishes work must be recorded on a time record. The employee's supervisor must approve his/her hours worked at the end of each week. All additional overtime worked must be approved by a supervisor each day. Additionally, time records with overtime must be countersigned by the supervisor and must be in the Payroll Department by 10:00 a.m. the Monday preceding payday in order for an employee's pay to be processed for payday.

#### Time Records

The attendance of all employees is recorded daily by each department and is submitted to the account manager. Our attendance records are Company records, and care must be exercised in recording the hours worked, overtime hours, and absences. Employees are not to clock or sign in or out for other employees. Violations of this policy may result in appropriate disciplinary action, up to and including immediate discharge.

All non-exempt employees must record the time they arrived/departed, each day, on his/her time record. Each employee is responsible only for his/her own recordkeeping.

Employee's must take a lunch and note the deduction of time on your time card. You will not be paid for your lunch unless it is approved by the customer you work for.

Once an employee clocks or signs in, work is to commence immediately. Failure to do so is considered falsification of timekeeping records.

If an employee forgets to clock or sign in or out, he or she must notify his or her supervisor immediately so the time may be accurately recorded for payroll.

#### Personnel Files

To keep necessary Company records up to date, it is extremely important that you notify your account manager of any changes in:

- Name and/or marital status
- Address and/or telephone number
- # of eligible dependents
- W-4 deductions
- Person to contact in case of emergency

In the event that you should need a reprint of the W-2, a fee of \$10.00 will be required and pickup will be available at the closest U.S. Staffing Agency, LLC. location.

## 2. DRUG & ALCOHOL ABUSE

Manufacture, distribution, dispensation, possession, or use of any illegal drug, alcohol, or controlled substance while on Company premises is strictly prohibited. These activities constitute serious violations of Company rules, jeopardize the Company and can create situations that are unsafe or that substantially interfere with job performance. Employees in violation of the policy are subject to appropriate disciplinary action, up to and including dismissal. Additionally, U.S. Staffing Agency, LLC. reserves the right to require an employee to undergo a medical evaluation under appropriate circumstances.



### Drug Testing

U.S. Staffing Agency, LLC is determined to eliminate the use of illegal drugs, alcohol, and controlled substances at our work sites. The purpose of this program is to improve job safety on all projects. This program is designed solely for the benefit of our employees to provide reasonable safety on the job and protection from offending individuals. In addition, this program attempts to meet our responsibility to the public, whom we serve. U.S. Staffing charges a fee of \$15.00 for the pre-employment drug screen.

Testing: Drugs and alcohol tests will be administered under the following conditions:

(i.) when an employee shows signs of impairment on the job; (ii.) after any accident or occurrence that results in an injury on the job as defined by the Occupational Safety and Health Administration; (iii.) after any vehicular accident when it appears that the employee might reasonably have avoided the accident or minimized the consequences, but did not do so; and (iv.) at hiring time, when all new hires will be required to pass a pre-employment drug- screening test as a condition of employment.

Employees who refuse to submit to drug and alcohol testing will be terminated.

### Progressive Discipline

First-time offenders who test or screen positive will not be eligible for hire for 6 months and must re-test.

Employees who test positive after they have been employed will be charged for the drug screen and will be terminated.

## 3. APPEARANCE & CONDUCT

U.S. Staffing Agency, LLC. expects employees to maintain a neat, well groomed appearance at all times. Employees should avoid extremes in dress.

The Company requires order and discipline to succeed and to promote efficiency, productivity and cooperation among its employees. The orderly and efficient operations of US Staffing Agency, LLC. require that employees maintain proper standards of conduct at all times.

Employees who fail to maintain proper standards of conduct toward their work, their co-workers or the Company's customers, or who violate any of the Company's policies, are subject to appropriate disciplinary action, up to and including discharge. Please refer to the job order for customer specific dress code.

## 4. ANTI-NEPOTISM POLICY

Members of an employee's immediate family will be considered for employment on the basis of their qualifications. Immediate family may not be hired, however, if employment would:

(i.) Create a supervisor/subordinate relationship with a family member; (ii.) Have the potential for creating an adverse impact on work performance; or (iii.) Create either an actual conflict of interest or the appearance of a conflict of interest.



This policy must also be considered when assigning, transferring, or promoting an employee. For the purpose of this policy, immediate family includes: spouse, parent, child, sibling, in-law, aunt, uncle, niece, grandparent, grandchild, members of household. This policy also applies to romantic relationships.

Employees who become immediate family members or establish a romantic relationship may continue employment as long as it does not involve any of the above. If one of the conditions outlined should occur, attempts will be made to find a suitable position within U.S. Staffing Agency, LLC. to which one of the employees will transfer. If employees become immediate family members or establish a romantic relationship, the Company will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security or morale. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign. If the employees cannot make a decision, the Company will decide in its sole discretion who will remain employed.

## 5. ROMANTIC OR SEXUAL RELATIONSHIPS

Consenting "romantic" or sexual relationships between a supervisor/manager and an employee may at some point lead to unhappy complications and significant difficulties for all concerned - the employee, the supervisor/manager and the Company. Any such relationship may, therefore, be contrary to the best interests of the Company.

Accordingly, the Company strongly discourages such relationships and any conduct (such as dating between a supervisor/manager and an employee) that is designed or may reasonably be expected to lead to the formation of a "romantic" or sexual relationship.

By its discouragement of romantic and sexual relationships, the Company does not intend to inhibit the social interaction (such as lunches or dinners or attendance at entertainment events) that are or should be an important part or extension of the working environment; and the policy articulated above is not to be relied upon as justification or excuse for a supervisor's/manager's refusal to engage in such social interaction with employees.

This policy shall apply without regard to gender and without regard to the sexual orientation of the participants in a relationship of the kind described.

## 6. VIOLENCE IN THE WORKPLACE

The Company strongly believes that all employees should be treated with dignity and respect. Acts of violence will not be tolerated. Any instances of violence must be reported to the employee's supervisor and/or the account manager. All complaints will be fully investigated.

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



## 7. ACCIDENTS AND EMERGENCIES

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

All employees will be provided care, first-aid and emergency service, as required, for injuries or illnesses while on U.S. Staffing Agency, LLC. premises. Employees should contact their supervisor, the nearest supervisor, and/or 911 in the event of an accident or emergency.

If an employee is injured on the job, U.S. Staffing Agency, LLC. provides coverage and protection in accordance with the Worker's Compensation Law. When an injury is sustained while at work, it must be reported immediately to the employee's supervisor, who in turn will notify their account manager.

Failure to report accidents is a serious matter as it may preclude an employee's coverage under Worker's Compensation Insurance.

## 8. OPEN DOOR POLICY

U.S. Staffing Agency, LLC. promotes an atmosphere whereby employees can talk freely with members of the management staff. Employees are encouraged to openly discuss with their supervisor any problems so appropriate action may be taken. If the supervisor cannot be of assistance, Human Resources is available for consultation and guidance. U.S. Staffing Agency, LLC. is interested in all of our employees' success and happiness with us. We, therefore, welcome the opportunity to help employees whenever feasible.

## 9. E-MAIL AND INTERNET POLICY

Every U.S. Staffing Agency, LLC. employee is responsible for using the electronic mail (e-mail) system properly and in accordance with the customer's own policy. Any questions about this policy should be addressed to the account manager.

Employees have no right of personal privacy in any matter stored in, created, received, or sent over the mail system. The owner of the E-mail system, reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent over the E-mail system, for any reason and without the permission of any employee.

Even if employees use a password to access the e-mail system, the confidentiality of any message stored in, created, received, or sent.

Employees should be aware that deletion of any e-mail messages or files will not truly eliminate the messages from the system. All e-mail messages are stored on a central back-up system in the normal course of data management.

U.S. Staffing Agency, LLC's policies against sexual or other harassment apply fully to the e-mail system, and any violation of those policies is grounds for discipline up to and including discharge. Therefore, no e-mail messages



STAFFING AGENCY, LLC.  
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should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law.

The E-mail system may not be used to solicit for religious or political causes, commercial enterprises, outside organizations, or other non-job related solicitations.

The E-mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from management. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult their supervisor.

Management approval is required before anyone can post any information on commercial on-line systems or the Internet. Any approved material that is posted should obtain all proper copyright and trademark notices.

Users should routinely delete outdated or otherwise unnecessary E-mails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. E-mails are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write E-mail communications with no less care, judgment and responsibility than they would use for letters or internal memoranda.

Because E-mail records and computer files may be subject to discovery in litigation, U.S. Staffing Agency employees are expected to avoid making statements in E-mail or computer files that would not reflect favorably on the employee or U.S. Staffing Agency, LLC. if disclosed in a litigation or otherwise.

Violations of U.S. Staffing Agency, LLC's E-mail policy may result in disciplinary action up to and including discharge.

U.S. Staffing Agency, LLC. reserves the right to modify this policy at any time, with or without notice.

Employees are required to sign an E-mail and Internet policy Acknowledgment Form as a condition of employment. The form is to be signed on acceptance of an employment offer by U.S. Staffing Agency, LLC.

Certain employees may be provided with access to the Internet to assist them in performing their jobs. The Internet can be a valuable source of information and research. In addition, e-mail can provide excellent means of communicating with other employees, our customers and clients, outside vendors, and other businesses. Use of the Internet, however, must be tempered with common sense and good judgment.

If you abuse your right to use the Internet, it will be taken away from you. In addition, you may be subject to disciplinary action, including possible termination, and civil and criminal liability.

Your use of the Internet is governed by this policy and the E-Mail Policy.

Disclaimer of Liability For Use of Internet

U.S. Staffing Agency, LLC. is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned



that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an e-mail address on the Internet may lead to receipt of unsolicited

e-mail containing offensive content. Users accessing the Internet do so at their own risk.

#### Duty Not To Waste Computer Resources

Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, printing multiple copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related.

#### No Expectation of Privacy

The computers and computer accounts given to employees are to assist them in performance of their jobs. Employees should not have an expectation of privacy in anything they create, store, send, or receive on the computer system. The computer system belongs to the Company and may only be used for business purposes.

#### Monitoring Computer Usage

The Company has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, but not limited to, monitoring sites visited by employees on the Internet, monitoring chat groups and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing e-mail sent and received by users.

#### Blocking of Inappropriate Content

The Company may use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by Company networks. In the event you nonetheless encounter inappropriate or sexually explicit material while browsing on the Internet, immediately disconnect from the site, regardless of whether the site was subject to company blocking software.

#### Prohibited Activities

Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful, inappropriate, offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law), or violative of U.S. Staffing Agency's equal employment opportunity policy and its policies against sexual or other harassment may not be downloaded from the Internet or displayed or stored in computers. Employees encountering or receiving this kind of material should immediately report the incident to their supervisor. U.S. Staffing Agency's equal employment opportunity policy and its policies against sexual or other harassment apply fully to the use of the Internet and any violation of those policies is grounds for discipline up to and including discharge.

#### Games and Entertainment Software

Employees may not use the company's Internet connection to download games or other entertainment software, including wallpaper and screen savers, or to play games over the Internet.

#### Illegal Copying



Employees may not illegally copy material protected under copyright law or make that material available to others for copying. You are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other material you wish to download or copy.

#### Virus Detection

Files obtained from sources outside the Company, including disks brought from home; files downloaded from the Internet, newsgroups, bulletin boards, or other online services; files attached to e-mail; and files provided by customers or vendors may contain dangerous computer viruses that may damage the Company's computer network. Employees should never download files from the Internet, accept e-mail attachments from outsiders, or use disks from non-Company sources, without first scanning the material with Company-approved virus checking software.

#### Sending Unsolicited E-mail (Spamming)

Without the express permission of their supervisors, employees may not send unsolicited e-mail to persons with whom they do not have a prior relationship. Amendments and revisions. This policy may be amended or revised from time to time as the need arises. Users will be provided with copies of all amendments and revisions.

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability. Use of the Internet via U.S. Staffing Agency's computer system constitutes consent by the user to all of the terms and conditions of this policy.

### 10. EMPLOYER INFORMATION AND PROPERTY

The protection of U.S. Staffing Agency, LLC. business information, property and all other Company assets are vital to the interests and success of U.S. Staffing Agency. U.S. Staffing Agency, LLC. related information or property, including without limitation, documents, files, records, computer files, equipment, office supplies or similar materials (except in the ordinary course of performing duties on behalf of U.S. Staffing Agency) may, therefore, be removed from the Company's premises. In addition, when an employee leaves U.S. Staffing Agency, LLC., the employee must return to the Company all related information and property that the employee has in his/her possession, including without limitation, documents, files, records, manuals, information stored on a personal computer or on a computer disc, supplies, and equipment or office supplies. Violation of this policy is a serious offense and will result in appropriate disciplinary action, up to and including discharge.

### 11. TELEPHONE SERVICE MONITORING PRACTICES

Telephone conversations with subscribers and others who call Customer Service Representatives (CSRs) on the incoming business lines will be monitored and/or recorded from time to time for CSR training, quality control, and other business purposes. This notice provides information to employees about monitoring and recording practices.

So that callers may be aware of the possibility of all monitoring and/or recording, all monitoring (other than by traditional, unmuffled "open mike" extensions) is preceded by a pre-recorded (or live) announcement over the phone to each caller, stating that "to assure service quality, calls are sometimes monitored and/or recorded."

It is Company policy not to monitor or record any personal or confidential calls, except to the extent of determining the personal or confidential nature of such calls. The following practices are used to promote the privacy of all personal and confidential calls:

(1) The telephones on which CSRs receive calls on the outside line are not to be used for personal calls by CSRs or other company employees, because those phones are subject to monitoring. Other phones are available in the



office to be used for any necessary personal calls.(2) Telephones that may be monitored are customarily labeled or marked: "To assure service quality, calls are monitored." (3) Supervisors who conduct service monitoring should simply leave the line immediately if they monitor a call which for any reason seems to be personal or confidential in nature.

## 2. USE OF COMPANY EQUIPMENT AND COMPUTER SYSTEMS

The Company provides any supplies, uniforms, equipment, automobiles and materials necessary for you to perform your job. These items are to be used solely for the Company's purposes. Employees are expected to exercise care in the use of Company equipment and property and use such property only for authorized purposes. Loss, damages or theft of Company property should be reported at once. Negligence in the care and use of Company property may be considered grounds for discipline, up to and including termination.

The Company's equipment, such as telephone, postage, facsimile and copier machine, is intended to be used for business purposes. An employee may only use this equipment for non-business purposes in an emergency and only with the permission of his or her supervisor. Personal usage, in an emergency, of these or other equipment that results in a charge to the Company should be reported immediately to your supervisor or accounting so that reimbursement can be made.

Upon termination of employment, the employee must return all Company property, uniforms, equipment, work product and documents in his or her possession or control.

### Use of the Company Computer System

It is the policy of U.S. Staffing Agency, LLC. that the use of its computers and software is limited solely to appropriate business use. Employees are not allowed to use the computer system for their personal benefit. Employees are strictly forbidden from installing software on the system. Further, this policy reaffirms that the Company's employees have no reasonable expectation of privacy with respect to any computer hardware, software, electronic mail or other computer or electronic means of communication or storage, whether or not employees have private access or an entry code into the computer system. The Company reserves the right to monitor the use of its computer system.

The use of the system for such personal efforts must occur outside of business hours, and any files created are to be deleted at the end of the project. Also, because of the normal heavy load on the system, these outside projects will not receive priority over late evening operational requirements, system maintenance, or file back-up.

Using the computer facilities for other than educational or charitable activities, following the procedures described above, is not permitted.

### Use of Company Vehicles

Only employees with an unrestricted, current driver's license and who have adequate insurance coverage may operate vehicles or use a vehicle to conduct business. An employee operating a Company vehicle or a vehicle to conduct Company business must provide proof of adequate insurance to the account manager. Company vehicles may only be used for authorized Company business. Any employee operating a Company vehicle must do so in a safe manner. Any employee operating a Company vehicle under the influence of drugs or alcohol or in an unsafe or negligent manner will be immediately terminated. The Company has the right to search any Company vehicle at any time. Therefore, employees have no reasonable expectation of privacy with respect to Company vehicles.

### Company Telephone and Personal Mobile Phone Use



Because a large percentage of our business is conducted over the phone, it is essential to project a professional telephone manner at all times.

Although U.S. Staffing Agency, LLC. realizes that there are times when an employee may need to use the telephone for personal reasons, it is expected that employees will not use their personal mobile phones during regular business hours without express permission from a Supervisor, and that all personal communication will be kept to off hours and breaks, such as the lunch break.

### 13. INTERNAL INVESTIGATIONS AND SEARCHES

From time to time, U.S. Staffing Agency, LLC. may conduct internal investigations pertaining to security, auditing or work-related matters. Employees are required to cooperate fully with and assist in these investigations if requested to do so.

Whenever necessary, in the Company's discretion, work areas (i.e., desks, file cabinets, etc.) and personal belongings (i.e., brief cases, handbags, etc.) may be subject to a search without notice. Employees are required to cooperate.

The Company will generally try to obtain an employee's consent before conducting a search of work areas or personal belongings, but may not always be able to do so.

#### Reference Checks

All inquiries regarding a current or former U.S. Staffing Agency, LLC. employee must be referred to the account manager.

Should an employee receive a written request for a reference, he/she should refer the request to the account manager for handling. No U.S. Staffing Agency, LLC. employee may issue a reference letter to any current or former employee without the permission by the employee.

In response to an outside request for information regarding a current or former U.S. Staffing Agency, LLC. employee, the account manager will furnish or verify only an employee's name, dates of employment, job title and department. No other data or information regarding any current or former U.S. Staffing Agency employee, or his/her employment with U.S. Staffing Agency, LLC., will be furnished unless the employee authorizes U.S. Staffing Agency, LLC. to furnish this information in a writing that also releases U.S. Staffing Agency, LLC. from liability in connection with the furnishing of this information or U.S. Staffing Agency, LLC. is required by law to furnish any information.

### 14. SMOKING POLICY

In order to comply with government regulations, U.S. Staffing Agency, LLC. has prohibited smoking throughout its workplace.

Employees are protected from retaliatory action or from being subjected to any adverse personal action for exercising or attempting to exercise his/her rights under the smoking policy. Any violation of this policy may result in appropriate corrective disciplinary action, up to and including discharge.



Any questions regarding the smoking policy should be directed to the account manager.

Each employee is protected from retaliatory action or from being subjected to any adverse personnel action for exercising or attempting to exercise his/her rights under the smoking policy. Any employee who feels that he/she has been subject to a retaliatory adverse personnel action for exercising or attempting to exercise any rights under this policy or under any applicable law or regulation concerning the subject matter of this policy shall inform the account manager which will promptly investigate the complaint and provide for adequate redress where necessary.

Any questions regarding the smoking policy should be directed to the account manager.

## 15. TAPE RECORDING POLICY

It is a violation of U.S. Staffing Agency, LLC. policy to record conversations with a tape recorder or other recording device unless prior approval is received from your supervisor or a member of upper-level management or all parties to the conversation give their consent.

The purpose of this policy is to eliminate a chilling effect on the expression of views that may exist when one person is concerned that his or her conversation with another is being secretly recorded. This concern can inhibit spontaneous and honest dialogue especially when sensitive or confidential matters are being discussed.

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

## LEAVING U.S. STAFFING AGENCY, LLC.

### 1. RESIGNATION

When an employee decides to leave for any reason, his/her supervisor and the account manager would like the opportunity to discuss the resignation before final action is taken. U.S. Staffing Agency often finds during this conversation that another alternative may be better. If, however, after full consideration the employee decides to leave, it is requested that the employee provide the Company with a written two-week advance notice period (bear in mind that vacation days or personal days may not be included in the two-week notice period). If, as sometimes happens, the employee's supervisor wishes for the employee to leave prior to the end of the employee's two-week's notice, the employee must leave the premises at that time.

### 2. DISMISSALS

Every U.S. Staffing Agency, LLC. employee has the status of "employee-at-will," meaning that no one has a contractual right, express or implied, to remain in U.S. Staffing Agency's employ. U.S. Staffing Agency, LLC. may terminate an employee's employment, or an employee may terminate his/her employment, without cause, and with or without notice, at any time for any reason.

### 3. IMMEDIATE DISMISSALS/MISCONDUCT

Any employee whose conduct, actions or performance violates or conflicts with U.S. Staffing Agency's policies may be terminated immediately and without warning.



The following are some examples of grounds for immediate dismissal of an employee:

- Breach of trust or dishonesty
- Conviction of a felony
- Willful violation of an established policy or rule
- Falsification of Company records
- Gross negligence
- Insubordination
- Violation of the Anti-Harassment and/or Equal Employment Opportunity Policies
- Time card or sign-in book violations
- Undue and unauthorized absence from duty during regularly scheduled work hours
- Deliberate non-performance of work
- Larceny or unauthorized possession of, or the use of, property belonging to any co-worker, visitor, or customer of U.S. Staffing Agency
- Possession of dangerous weapons on the premises
- Unauthorized possession, use or copying of any records that are the property of U.S. Staffing Agency
- Unauthorized posting or removal of notices from bulletin boards
- Excessive absenteeism or lateness.
- Marring, defacing or other willful destruction of any supplies, equipment or property of U.S. Staffing Agency
- Failure to call or directly contact your supervisor when you will be late or absent from work
- Fighting or serious breach of acceptable behavior
- Violation of the Alcohol or Drug Policy
- Theft
- Violation of the Company's Conflict of Interest/Outside Employment Policy and/or Confidentiality Policy
- Gambling, conducting games of chance or possession of such devices on the premises or during work hours
- Leaving the work premises without authorization during work hours.
- Sleeping on duty

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

#### 4. DISCIPLINE OTHER THAN IMMEDIATE TERMINATION

All employees are expected to meet U.S. Staffing Agency's standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with the Company's policies and procedures.

If an employee does not meet these standards, the Company may, under appropriate circumstances, take corrective action, other than immediate dismissal.

The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The process is designed to encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems,



personal conduct, general compliance with the Company's policies and procedures and/or other disciplinary problems.

#### Written Warnings

The supervisor should discuss the problem and present a written warning to the employee. This should clearly identify the problem and outline a course of corrective action within a specific time frame. The employee should clearly understand both the corrective action and the consequence (i.e., termination) if the problem is not corrected or reoccurs. The employee should acknowledge receipt of the warning and include any additional comments of their own before signing it. A record of the discussion and the employee's comments should be placed in the employee file.

Employees who have had formal written warnings are not eligible for salary increases, bonus awards, promotions or transfers during the warning period.

## 5. POST RESIGNATION/TERMINATION PROCEDURES

#### Exit Interview

The account manager is responsible for scheduling an exit interview with a terminating employee on the employee's last day of employment and for arranging the return of Company property including: Company Security Card, Picture Identification Card, Office keys, Company-issued credit cards, Company manuals, Any additional Company-owned or issued property



**RECEIPT AND ACCEPTANCE**

I hereby acknowledge receipt of the U.S. Staffing Agency, LLC Employee Handbook. I am aware that the handbook is available online ([www.usstaffingagency.com](http://www.usstaffingagency.com)) or by printed copy.

I have chosen the \_\_\_ online copy \_\_\_ printed copy (initial)

I understand that it is my continuing responsibility to read and know its contents. I also understand and agree that the Employee Handbook is not an employment contract for any specific period of employment or for continuing or long-term employment. Therefore, I acknowledge and understand that unless I have a written employment agreement with U.S. Staffing Agency, LLC that provides otherwise, I have the right to resign from my employment with U.S. Staffing Agency, LLC. at any time with or without notice and with or without cause, and that U.S. Staffing Agency, LLC has the right to terminate my employment at any time with or without notice and with or without cause.

I have read, understand and agree to all of the above. I have also read and understand the U.S. Staffing Agency, LLC Employee Handbook. I agree to return the Employee Handbook upon termination of my employment.

Signature \_\_\_\_\_

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

Date \_\_\_\_\_

**CONFIDENTIALITY POLICY AND PLEDGE**

Any information that an employee learns about U.S. Staffing Agency, LLC or its members or clients, as a result of working for U.S. Staffing Agency, LLC that is not otherwise publicly available constitutes confidential information. Employees may not disclose confidential information to anyone who is not employed by U.S. Staffing Agency, LLC. or to other persons employed by U.S. Staffing Agency, LLC who do not need to know such information to assist in rendering services.

The disclosure, distribution, electronic transmission or copying of U.S. Staffing Agency, LLC's confidential information is prohibited. Any employee who discloses confidential U.S. Staffing Agency, LLC information will be subject to disciplinary action (including possible separation), even if he or she does not actually benefit from the disclosure of such information.

I understand the above policy and pledge not to disclose confidential information.

Signature \_\_\_\_\_

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

Date \_\_\_\_\_