

Associate Handbook

For Temporary Employees



This Manual applies to all associates of Remedy (hereinafter referred to as “the Employer”).

Equal Opportunity Employer

NOTE: This handbook governs the terms and conditions of your employment with the Employer. The Employer expressly reserves the right to change or withdraw these benefits and or policies at any time, without notice. Changes can be made only in writing by the President of the Employer.

Table of Contents

Employment “At-Will”	1
Our Standards of Excellence.....	2
Work Hours	4
When We Call With a Job.....	4
Seeking Full or Part-Time Employment with Clients.....	5
Attendance and Punctuality Expectations	5
Lunch and Break Periods	6
Payroll Information.....	6
Our Benefits Program	7
Dispute Resolution Procedure	8
Equal Employment Opportunity Policy	9
Discrimination and Harassment Policy, Including Sexual Harassment	10
ADA Policy	12
Leave of Absence	12
Security Procedures	12
Associate Investigation Policy.....	12
Vehicle Operation.....	12
Substance Abuse Policy.....	13
Non-Work Related Activity	13
Safety Plan	14

WELCOME!

Employment “At-Will”

The nature of your employment with the Employer is “at-will”, which means that your employment may be terminated at any time, by either you or the Employer, with or without cause, advance notice or stated reason. You can exercise that right by expressly notifying us that you have quit and do not wish to be considered for future assignments. We have the same right and can expressly notify you of the decision to terminate your employment, either with or without cause. It is the Employer’s policy not to discuss hiring or termination decisions with Associates. Terms and conditions of employment, including promotions, change in job duties, locations and compensation can be changed at the sole discretion of the Employer at any time, with or without cause, advance notice or stated reason. Further, the Employer may warn, reassign, suspend, demote or terminate any Associate in its sole discretion, at any time, with or without cause, advance notice or stated reason.

No Employee or Representative of the Employer, other than the CEO, has any authority to change this “at-will” employment arrangement, or to enter into an agreement for any specified period of time. Only the CEO may enter into an employment agreement for a specified period of time by doing so in a formal written agreement fully executed by the CEO and the Associate.

The fact that the Employer voluntarily agrees to arbitrate all employment and/or termination related claims shall not be deemed in any way to undermine the parties’ “at-will” employment relationship. The Arbitrator shall not have the authority to alter or otherwise modify the parties’ “at-will” relationship and must enforce this provision of the Temporary Associate Policy Handbook.

Job assignments may be sporadic, intermittent, unpredictable, and irregular. As a result, significant gaps may occur between assignments. Nevertheless, we both agree that the employment relationship will not end at the conclusion of any assignment, unless one of us expressly notifies the other of the decision to end the employment relationship in the manner noted above. It is agreed that, in the absence of such notice, the end of an assignment will not constitute or be considered a discharge, release, resignation, or termination of the employment relationship.

It is further agreed that, between assignments, we will continue to consider you for suitable work opportunities for which we determine you are qualified. You will not earn wages except when you perform actual work on assignments you are given or when otherwise required by law.

We also both agree that, while the employment relationship continues, you will be paid in accordance with the regular payday rules governing current employees. You will be paid on regular paydays following the completion of services on any assignment. If you expressly notify us of your decision to quit, or if you are terminated, you will receive your final wages sooner, as the law requires.

After you are hired, you normally will not need to complete a new application form or additional new-hire paperwork in order to receive additional assignments as long as you remain employed. Exceptions will occur if you seek a new assignment that requires special screening or if special requirements are imposed by a particular client or are required by law.

Job assignments may be sporadic, intermittent, unpredictable, and irregular. As a result, significant gaps may occur between assignments. You will not earn wages except when you perform actual work on assignments you are given. You may, on a purely voluntary basis and when the opportunity arises, interview on an unpaid basis with one or more of our clients for prospective assignments or take advantage, on an unpaid basis, of our training resources between assignments.

Our Standards of Excellence

As an Associate, you will be expected to uphold the Employer's Standards of Excellence when on an assignment with our Clients. You make the difference while at work!

You Work for the Employer

The Employer is your employer of record. We will offer you assignments, pay your wages, withhold taxes as applicable laws dictate, administer your benefits and monitor your performance on each assignment. Any questions you may have regarding your employment, your pay rates or benefits must be directed to the Employer and not our Clients for resolution. The issues that relate directly to the tasks performed in the role of your position should be directed to your Client Supervisor. Though you are assigned to our Client, you are not eligible for any of the benefits offered to their regular full or part-time employees.

All Assignments are Temporary

All assignments are temporary and range in length from one day to six months or more. Please understand that the Client has the right to end your assignment at any time.

Work Locations

You are not permitted to work at any location other than the Client's worksite. Associates are not authorized to perform work out of residences, including their own. If you are requested to work from a residence, including your own, please call your Employer Representative immediately.

Dress Appropriately for Each Assignment

Some Client locations have a more formal dress code while others are more casual. Whenever possible, your Employer Representative will tell you exactly what to expect. But, when in doubt, always dress more conservatively your first day. Avoid extremes in hairstyle and clothing. Remember, you don't get a second chance to make a first impression!

Be Prompt

Take pride in being punctual and dependable, from the first day of the assignment to the last! Try to arrive at least 10 to 15 minutes early on your first day.

Call the Employer Immediately in Emergencies

Call the Employer if you are running late or will be out due to illness or other emergency. We will inform your Client Supervisor of your call. Our Client, as well as your Employer, will appreciate your consideration and dependability.

Arrive Ready and Willing to Work

Remain positive and flexible as you may be asked to do many things to help out in the area to which you are assigned. However, if you are asked to do something that you are unsure of, express that uncertainty to your Client Supervisor. Let us know at once if the tasks you are being asked to do differ from what your Employer Representative told you to expect. (For example, if you are asked to move furniture while on a data entry job, notify us immediately!)

Ask Questions

It is always better to ask questions than to redo the work. Make sure you know the equipment and understand each task before you begin. Please let us know if you are not comfortable with the assigned job or if the Client asks you to do something other than what you have been assigned to do. Special attention should be given to your own safety so never conduct activities that you feel are unsafe.

Take Initiative

Always try to do a little more than you've been asked and be as productive as possible. If you complete your tasks earlier than expected, ask your Client Supervisor what else may need to be accomplished.

Be Professional and Don't Make or Take Personal Phone Calls

Avoid personal conversations on any of the Client's communication systems. Personal cell phone calls should only be done during lunch or break, not during work.

Client Work is Confidential

It is the Employer's policy that all information concerning our Clients (such as their personal traits) and their businesses (such as their business plans and operations) is to be kept strictly confidential by you and is not to be discussed with anyone within or outside of the Employer, other than your Employer Representative, both during and after your work as an Associate. You are obligated to treat and maintain all confidential information of the Employer's Clients, such as trade secrets, as strictly private and confidential. Your failure to do so may not only be grounds for termination, but may also subject you to a possible lawsuit by the Employer and/or by our Client.

Communicate With Us

We want to hear from you! Let us know how the assignment is progressing. If you encounter any difficulties, we want to be able to correct them before they become more difficult for you. We look forward to hearing about all of your great experiences at our Clients.

Smoking

Because of the various health and safety hazards that smoking may present and the requirements of local ordinances, smoking is often prohibited in our Clients' facilities at all times. As an Associate, you are expected to comply with the established policy at our Clients as it relates to smoking on their property.

Unacceptable Conduct

Certain conduct, including, but not limited to, the following activities, may be considered cause for immediate termination:

- theft of property from the Employer or any Client;
- cashing a paycheck after a stop-payment has been ordered, and the replacement check has been issued and/or cashed;
- divulging Client trade secrets or other company information;
- falsifying information on your employment application, or during the application process, including falsifying your right to work document(s) and /or abilities to perform essential functions of the job;
- falsifying time records (hours, signatures, etc.) – NOTE: falsifying time records may also be considered a crime and may subject you to criminal prosecution;
- failure to show up timely for a job assignment, including unauthorized tardiness, absence from work, or from your assigned work area;

- absence of three (3) or more consecutive working days without notice or approval of your Employer Representative;
- willful or negligent destruction of company property;
- unauthorized use of company material, time, equipment or property;
- insubordination while at a Client facility or Employer office;
- fighting, horseplay, practical jokes, or other disorderly conduct which could offend others or which may endanger the well-being of any Associate or company operations;
- negligence in observing fire prevention and safety rules; •
harassing, threatening, intimidating, or coercing other Associates or our Clients, or interfering with the performance of other Associates or our Clients; and
- walking off your assignment.

These guidelines do not constitute a contract of employment and your employment remains “at-will”. These guidelines merely outline the Employer’s policy. They should not be interpreted to create any expressed or implied contractual rights between the Employer and the Associate.

Work Hours

Your work hours may vary depending on your assignment. Of course, the hours of coverage our Clients may need will vary from area to area. Some areas operate around the clock, while others have standard business hours. Upon accepting an assignment, your Employer Representative will inform you of the hours required.

When We Call With a Job

When we call you with a temporary assignment, your Employer Representative will tell you:

- The Client, address and directions.
- What time work begins and ends.
- What skills are required.
- How long the job will last.
- Who you report to.
- What you’ll be doing and any special protective clothing or equipment you’ll have to wear.
- How much the assignment will pay.

When you accept, you are committing yourself to complete the entire assignment. Please do not accept any assignment that you cannot complete.

When you arrive at a Client location, ask for your contact person and report to them immediately. This contact person will be your “on-the-job” Supervisor. Take work instructions from them and ask anything about their particular environment (restrooms, breaks, etc.).

Be sure to call your Employer Representative:

- If you are asked to stay on the job longer than you thought.
- If the Client changes your assignment or job duties, or wants you to work in a different department or location.
- When your assignment is complete.
- When you will be working overtime.

Associates must notify their Employer upon completion or release from their assignment within 24 business hours informing the employer they are available for assignment. Additionally, associates must then continue to report their availability weekly thereafter making known their availability for assignments. If you fail to give such notice, the Employer may assume that you have voluntarily terminated your employment and are not available for assignment. **Failure to report your availability may affect your ability to receive unemployment compensation.**

Seeking Full or Part-Time Employment with Clients

Please check with your Employer Representative regarding the proper procedures for applying for work with any Client to which you are assigned. On some assignments, our Client may offer you a job working directly as a regular full or part-time employee. Please notify the Employer immediately if this occurs. The Employer must approve all such offers of regular employment under its contract with the Client.

Attendance and Punctuality Expectations

Regular attendance and punctuality are required of all Associates. We are committed to providing our Clients with Associates who recognize and value their responsibilities and who are motivated to perform throughout the length of their assignment. Of course, there will be occasions where illness or an emergency will require you to miss a day of work or arrive later than your scheduled time.

If you are going to be late or absent once you have been placed on an assignment, you MUST immediately contact your Employer Representative. Failure to do so may be grounds for termination from your assignment. We will want to provide coverage in your assigned area and will do our best to retain the assignment for you upon your return. However, there may be occasions whereby this will not be possible, and an assignment may be ended without notice.

Once we have been notified, we will contact your Client Supervisor. Please do not contact your Client Supervisor yourself. Should there be an occasion when you need to report an absence, illness or injury before or after our regular business hours, please leave the following vital information on our office voice mail system:

- Clearly articulate your first and last name.

- Explain the reason you are not able to work or are running late.
- Leave your Client Supervisor's name and department to which you have been assigned.
- Leave a telephone number where you can be reached.
- Give an anticipated return to your assignment, or time you will arrive if running late.

Associates on assignment at a Client should be ready to start their assignment each workday at their scheduled time. Please be advised that repeated absences and/or excessive and repeated tardiness will be grounds for termination. Additionally, it is rarely appropriate for Associates to schedule personal business during business hours. Doctors' appointments, interviews or other personal business should be conducted after working hours or between assignments. Our Client has requested you because they need you to be there every day of the assignment.

Please contact your Employer Representative when needing to schedule vacations or personal days. Please allow ample notice (two weeks or more) when doing so, if possible.

Lunch and Break Periods

Lunch and break periods will vary depending on many factors. To avoid confusion and to ensure that department coverage needs are met, please ask your Client Supervisor what will be a convenient time for lunch and breaks in your area. Additionally, please be sure to remind your Client Supervisor when you are about to leave for lunch or breaks so that they are aware of your whereabouts. If for some reason you do not receive lunch and/or break periods as required by law, you must immediately notify your Employer Representative and complete the Missed Meal Break Form which is available in the branch office.

Payroll Information

Payday is the Friday following the week that you worked. If Friday is a holiday, then payday will be the preceding Thursday. You will keep track of your time with a paper time record or a swipe card. Your Employer Representative will tell you which method you will use at each assignment. To ensure that there are no delays in your pay, you must:

- a. Accurately and completely fill out a time record, include your name, dates and hours worked, and your social security number;
- b. Sign it and have it approved and signed by your Client Supervisor; and
- c. Leave a copy of the time record with the Client, keep a copy for your records, and return the top two copies to the Employer office by the end of the week, but NO LATER THAN 9:00 a.m. the MONDAY following the week you worked.

All overtime must be authorized in advance (and in writing) by the Client Supervisor. Different overtime rules apply in some states and industries. Contact your Employer Representative if you have questions.

If you have elected to receive a paper paycheck, you can pick up your check from your local Employer office during regular business hours on the Friday following the week you've worked, unless instructed otherwise.

In January, you will receive a Form W-2 for wages earned the previous year through the Employer. Please inform your Employer Representative if you have a change of address so your Form W-2 reaches you in time. The Employer does not provide pay advances.

There will be a minimum 10 day waiting period from the date the check was mailed for all Stop Payment requests.

Please contact your Employer Representative if you have additional questions regarding pay procedures or if you need to change any information on your withholding status. Questions about your pay are only to be directed to your Employer Representative.

ACCURACY OF RECORDS: By accepting weekly compensation, you are confirming that you have reviewed your hours, pay rate, and deductions for accuracy. Please contact your local Branch Representative **immediately** if you discover any discrepancy. Thank you.

Submission of fraudulent time records may subject the Associate to civil and criminal prosecution.

Moonlighting (working without the Employer's prior knowledge or consent) for any of our Clients is strictly prohibited.

Our Benefits Program

The Employer is constantly striving to offer our Associates the most attractive benefits package in the industry. Thus, we routinely supplement and amend our available benefit programs. As the benefits offered by each of our offices may vary somewhat, please ask your Employer Representative to describe the benefits offered in your location.

Benefit Type

The Employer will assign you a Benefit Type. You will be provided with a benefit summary sheet at the end of your initial interview. It will describe the benefits appropriate for your job assignment. Your reassignment to another assignment may result in your receiving benefits of another type. Please direct any further questions to your Employer Representative.

Health Insurance

The employer offers its Associates the option to enroll in a health insurance plan through Nationwide – American Worker. The following benefits are available for enrollment on a voluntary basis: a Limited Benefit Medical Plans, Prescription Drug, a Preventative Wellness MEC Plan and optional Dental, Vision, Short-Term Disability, Life and AD&D. You have 30 days from the date of your first paycheck to enroll in the plans. Certain full-time associates will have the opportunity to enroll in an ACA compliant major medical plan after 90 days of employment. For more information, please contact your Employer Representative or call the Benefits Department at 877-785-5125.

401(k) Plan

The Employer offers a 401(k) Savings and Investment Plan to assist Associates to save for a financially secure retirement. Eligibility requirements include 20 1/2 years of age, and 12 months and 1,000 hours worked. Detailed plan and enrollment information will be mailed to your home address once you have met the eligibility requirements and is also available upon request from your Employer Supervisor.

Note: The Employer reserves the right to change, modify, reduce or increase Associate benefits without prior notice.

Dispute Resolution Procedure

1. Informal Dispute Resolution

If you believe you have a grievance or dispute with the Employer arising out of or relating to your employment, contact your Employer Representative at the Employer office where you last worked and explain the situation to him/her. Your Employer Representative will discuss your concerns with you and attempt to resolve the dispute.

If he/she is unable to resolve it, contact either the General Counsel of the Employer or the Corporate Human Resources Department to attempt satisfactory resolution. If your grievance or dispute involves

Discrimination or harassment, you must follow the reporting procedure outlined in the Discrimination and Harassment Policy, Including Sexual Harassment section below. If you and the Employer reach a mutually satisfactory resolution of the dispute, the matter shall be deemed closed.

2. Mutual Agreement Regarding Arbitration and Class Claims

In the event there is any dispute between you and the Employer relating to or arising out of your employment or the termination of your employment, which you and the Employer are unable to resolve informally through direct discussion, regardless of the kind or type of dispute, you and the Employer agree to submit all such claims or disputes to be resolved by final and binding arbitration in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association within the state of employment. Said disputes may include but are not limited to claims for or under: breach of contract, fraud, misrepresentation, defamation, personal injury, wages, salary, wrongful termination, vacation pay, sick pay, overtime pay, the Federal Labor Standards Act and comparable state laws, the Civil Rights Act of 1964, as amended, 42 U.S.C. section 1981, the Americans with Disabilities Act, laws that prohibit discrimination based on religion, sex, age, color, nationality, physical impairment, disability, medical condition, marital status, or other basis, the Family and Medical Leave Act, the Employee Retirement Income Security Act (ERISA), and state laws regarding unfair competition or unfair business practices.

Any such claims must be submitted on an individual basis only and you hereby waive the right to bring or join any type of collective or class claim in arbitration, in any court, or in any other forum. This class/collective action waiver does not apply to claims brought under the National Labor Relations Act (NLRA). You may challenge the enforceability of this class/collective action waiver under the NLRA or in any other forum, and the Employer agrees that it will not retaliate against you or any employee who challenges the enforceability of this waiver; however, the Employer reserves all rights to seek to fully enforce the waiver and compel arbitration on an individual basis. Consolidation of claims absent consent of all the parties to the dispute is also prohibited. Any claims must be filed within the statute of limitations applicable to filing such claim in court or in an administrative proceeding. All remedies available through a court or administrative action are available through arbitration. Either party to this agreement may be represented by counsel at any arbitration proceeding and either party retains the right to seek injunctive relief in aid of arbitration.

Equal Employment Opportunity Policy

In accordance with Federal and State laws and regulations, the Employer reaffirms its policy of Equal Employment Opportunity to ensure that all employees - as well as applicants for employment - are treated fairly, with dignity and personal respect. Discrimination in any form because of race, color, religious creed, age, sex, gender, gender identity, gender expression, sexual orientation, national origin, citizenship status, ancestry, medical condition, pregnancy, childbirth, mental disability, physical disability, military and veteran status, marital status, registered domestic partner status, or genetic characteristic is against the law and contrary to the Employer's company policy.

The Employer provides equal employment opportunities for all qualified mentally or physically disabled persons. Applicants are referred only on the basis of required skills, training, education and experience.

The Employer actively supports, and is in compliance with, the various laws prohibiting discrimination in all employment practices, including job application procedures, hiring, advancement, training, termination and other terms, conditions, and privileges of employment. These laws and regulations apply to recruitment, approved leave of absences, layoffs, benefits, and other employment-related functions.

<p>If you believe you are a victim of discrimination, you should immediately report the facts of the incident and the names of the individuals involved to the Corporate Human Resources Department, who will investigate all claims and take appropriate action. You may call the corporate office directly at 1-800-688-6162, or you may call the Employer Complaint and Counseling Hotline (1-877-LISTEN-0).</p>
--

Discrimination and Harassment Policy, Including Sexual Harassment

The Employer is committed to providing a work environment that is free of discrimination and harassment, including sexual harassment. As your employer, we will take all reasonable steps to prevent discrimination and harassment from occurring.

1. Discrimination is Against the Law:

Discrimination in any form because of race, color, religious creed, age, sex, gender, gender identity, gender expression, sexual orientation, national origin, citizenship status, ancestry, medical condition, pregnancy, childbirth, mental disability, physical disability, military and veteran status, marital status, registered domestic partner status, or genetic characteristic is against the law and contrary to the Employer's company policy. Discrimination can take the form of verbal, physical or visual conduct of a racial, ethnic, or other sort which could impair the Associate's ability to perform their job.

2. Sexual Harassment is Against the Law:

Under Federal law, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an Individual's employment;
2. submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or
3. 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.

The law also recognizes various forms of sexual harassment:

1. Verbal harassment: epithets, derogatory comments, threats, or slurs.
2. Physical harassment: assault, impeding or blocking movement, or any physical interference with normal work or movement, when directed at an individual.
3. Visual harassment: derogatory posters, cartoons, drawings, computer screen or e-mail.
4. Sexual favors: unwanted sexual advances which condition an employment benefit upon an exchange of sexual favors.

Sexual harassment can occur when males or females harass the opposite sex or the same sex. It can come from a co-worker, a Client, an employee of a Client, a third party, a supervisor, a manager, or anyone doing business on the job site.

3. Sexual Harassment Can Be Costly:

If you, as an Associate, are found guilty of sexual harassment, you may be personally liable for monetary damages. The Employer will not pay damages assessed against you personally.

In addition, the Employer will take disciplinary action, up to and including termination against any Associate who engages in sexual harassment.

PER 873

ALL INCIDENTS OF DISCRIMINATION OR SEXUAL OR OTHER HARASSMENT MUST BE REPORTED IMMEDIATELY TO THE PRESIDENT AT 1-800-688-6162 OR TO THE COMPLAINT AND COUNSELING HOTLINE AT 1-877-LISTEN-0.

4. If Discrimination or Harassment Occurs:

If you believe that you or another co-worker have been discriminated against or harassed by a coworker, Supervisor, ~~or~~ Manager, agent of the Employer, a Client, or a third party, you should immediately report the facts of the incident and the names of the individuals involved to the Corporate Human Resources Department, who will promptly investigate all claims and take appropriate action. Call 1-800-688-6162 for a direct line or 1-877-LISTEN-0 to reach the Complaint and Counseling Hotline.

Specifically, it is recommended that you proceed as follows:

1. Confront the person and tell him/her that their behavior or advances are **unwelcome** and **must stop**.
2. **Next, report the incident(s) immediately** to the President of the Employer or to the Corporate Human Resources Department. It is up to you to report all incidents of discrimination and harassment. Failure to do so will delay our ability to resolve the complaint.

If you feel your complaint has not been satisfactorily resolved, you may also want to contact the Equal Employment Opportunity Commission, the federal agency that resolves complaints of discrimination and harassment, or the equivalent state agency.

5. Protection Against Retaliation:

If you are a victim of discrimination or harassment, you have the right to complain without fear of retaliation and are encouraged to come forward so that corrective action can be taken and an end may be put to the discrimination or harassment. You may report such activities even though you were not the target of the discrimination or harassment.

The Employer's policy as well as Federal and State laws, forbid retaliation against any Associate who opposes discrimination or harassment, complains about such discrimination or harassment to the Employer, files a complaint, testifies, assists or participates in any manner in an investigation, proceeding or hearing conducted by the Equal Employment Opportunity Commission, or the equivalent state agency.

6. Our Commitment to You:

We take all reports of discrimination and harassment, including sexual harassment, very seriously and is committed to the prompt resolution of all such complaints. We believe that you are entitled to work in an environment that is free of discrimination and harassment and we will do everything we can to put an end to any discrimination or harassment that is occurring in your workplace.

We will conduct an immediate investigation of all reports of discrimination and/or harassment, and will take any necessary disciplinary action. Investigations will be kept confidential to the extent possible.

ADA Policy

The Employer is committed to the Americans with Disabilities Act (ADA). It is the responsibility of the employee to notify the Company of their need for a reasonable accommodation. For any individual who is covered by the ADA, we will make every effort to provide reasonable accommodation for positions with our Clients. Any Associate who believes he/she is the victim of unlawful discrimination under the ADA must immediately report the incident to the Corporate Human Resources Department. We will immediately investigate all such complaints. You may call the Corporate office directly at 1-800-688-6162, or you may call the Employer Complaint and Counseling Hotline (1-877-LISTEN-0).

Leave of Absence

There are various State and Federal laws that govern the administration of employee leaves of absence for such matters as jury duty, pregnancy disability leave, and medical leave. Please contact your Employer Representative for more information if you require a leave of absence.

Security Procedures

Many of the Employer's Clients have security procedures that must be strictly followed. When you arrive on assignment, an Employer Representative or Client Supervisor will explain any security procedures which must be followed at that Client facility. Be sure to secure your personal belongings at your job site as there is no insurance to compensate for any such loss.

Associate Investigation Policy

The Employer recognizes the importance of maintaining a safe working environment with Associates who are honest, trustworthy, qualified, reliable, and non-violent and who do not present a risk of serious harm to their coworkers or to others. Occasionally, the Employer finds it necessary to investigate current Associates where behavior or other relevant circumstances raise legitimate questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of co-workers or to others.

Associate investigations may, where appropriate, include consumer credit reports and investigation of criminal records, including inquiries about any arrest(s) for which the Associate is out on bail. Associates subject to such investigations are required to reasonably cooperate with the Employer's lawful efforts to obtain relevant information. Associates who fail to immediately disclose any past, current, or future information regarding unlawful behavior may be disciplined, up to and including termination, for failure to do so.

Vehicle Operation

Associates are not permitted to operate any vehicle, including forklifts, industrial lift trucks, cars, or trucks, without proper Employer authorization. Proper licensing and/or certification must also be obtained prior to use, as well as specific Client training. Operating vehicles, equipment or machinery, without authorization will result in disciplinary action, which may include immediate termination. The Employer does not cover any damage or liability arising from Associates driving their own vehicles or Client-owned vehicles.

Substance Abuse Policy

The Employer's substance and alcohol abuse policy covers all of our Associates. The Employer and its Clients will not tolerate the unlawful manufacture, use, possession of, distribution of, solicitation or sale of illegal drugs, alcohol, prescription medication (without a prescription) while on duty, while on Employer or Client premises, or while operating any vehicle, whether for a Client or a personal vehicle used to commute to the Client's worksite.

Using or being under the influence of any legally obtained drug while working or while on Employer or Client premises is prohibited to the extent that such use or influence affects job safety or efficiency. Any Associate who will be using legal drugs should immediately inform their Supervisor. The Employer may consult with the prescribing physician to learn the expected effect of the drug and/or require a written statement from the physician that continued working will be safe and efficient. An Associate may continue to work if the Employer determines that the Associate does not pose a safety threat and that job performance is not affected by use of the drug. Otherwise, the Associate may be required to take a leave of absence or comply with other appropriate measures.

Employer drug testing may include:

Pre-Placement Drug Screening: Certain Clients require drug and/or alcohol screens prior to placement. If an applicant chooses to work for this Client, he or she must agree to take this test.

Reasonable Suspicion: When the Employer has a reasonable suspicion of alcohol or illegal drug use on the job or affecting work performance and/or safety, such as evidence of alcohol on the breath, lapses in performance, inability to appropriately respond to questions, physical symptoms of alcohol or drug influence, or the totality of circumstances including, but not limited to, evidence of drugs or alcohol, fights or other incidents or behavior suggestive of drug abuse, negative performance pattern, or excessive absenteeism or tardiness by an Associate, the Employer reserves the right to order blood tests, urinalysis or other drug or alcohol tests for that Associate.

Post-Accident: If the Employer has reasonable suspicion that an Associate involved in an on-the-job accident was under the influence of drugs and/or alcohol at the time of the accident, or if the accident was a serious one, the Employer reserves the right to order blood tests, urinalysis, or any other drug and alcohol tests that they may deem necessary.

When Associates test positive for or admit to current substance abuse they will be subject to disciplinary action, up to and including termination.

The Employer also reserves the right to take disciplinary action, up to and including termination, based upon its reasonable suspicion of an Associate being under the influence of alcohol while at work, illegal drug use by an Associate when that Associate fails or refuses to consent to the testing when requested, or tampering with the test specimen and/or the drug test results.

The results of all drug testing will be treated confidentially and used for no purpose other than for the Employer to make employment-related decisions.

Should drug or alcohol testing be deemed necessary and the result of such test is positive, the Associate will be immediately suspended without pay and subject to disciplinary action up to, and including, termination. No future re-employment consideration will be granted to those Associates terminated in accordance with the Employer's Substance Abuse Policy.

Non-Work Related Activity

Non-work related activities are not covered by workers' compensation. These include voluntary activities such as company picnics, parties, and recreational, social or athletic activity during lunch or break, or before or after regular work hours. The Employer does not expect, nor in any way require, your participation in any recreational, social or athletic off duty activities, and your participation in such events is strictly voluntary. The Employer considers any and all injuries stemming from such activity to be non-work-related and therefore non-compensable.

Safety Plan

When you arrive at a new job assignment, it is your responsibility to ask the identity of the Client's Safety Officer and to ask who you should contact in the event of a safety concern, what hazards and hazardous substances the Client knows to exist at the job site, and what the Client has determined you should do in the event of a medical emergency, fire, or natural disaster. In the event of an emergency or disaster, you should follow the Client Safety Officer's instructions. The Employer will provide you with general safety guidance, and the Client will provide job specific training at the work site. If at any time you are not satisfied with your training, stop what you are doing and notify your Employer Representative immediately.

The Employer is committed to maintaining a safe and healthy work environment for you. We have a Corporate Safety Director, and a Safety Coordinator in each Employer office. Our Corporate Loss Control Manager is available to you (1-800-688-6162). He is responsible for implementing the Employer policy to provide a safe and healthy work environment. Of course, ***such a goal can only be successful when you follow all safety practices and guidelines and bring any concerns about health or safety hazards to the attention of your Supervisor at the Client worksite.*** If your concerns are not resolved, notify your Employer Representative or regional Safety Supervisor, who can then focus on investigating and acting to correct such problems/hazards.

We welcome your input concerning health and safety issues. You should be aware that State and Federal laws prohibit retaliation against any employee who expresses a health or safety concern to his/her employer, and the Employer fully complies with this law. If you believe that you have been subject to retaliation for having exercised your rights in this regard, please report your concern immediately to your Employer Representative or Safety Supervisor.

Safety Officers: Please let us know if you are interested in becoming a Safety Officer. We have very exciting rewards for your participation.

- A. Identification of Hazards – The Employer strives to identify safety or health hazards by inspection of our Client worksites and by reports from our temporary Associates about concerns they have identified in the workplace. Although the Employer Safety Coordinators are responsible for conducting site inspections on a periodic basis, we rely on you to report all safety problems and concerns of which you become aware.
- B. Safety Training and Compliance Programs – You are encouraged to review the Employer's Injury and Illness Prevention Program (IIPP) and Workplace Safety Program. These contain the Employer's policies with respect to safety. They cover training, communication, the company's responsibilities, the Associate's responsibilities, disciplinary procedures, workplace hazard identification and abatement, accident prevention, accident investigation, hazardous material communication, including your right to know and how to deal with potential workplace violence. These programs are available in each branch office. If you have any questions with respect to safety or the Employer's safety programs, please ask your Employer Representative, or contact the Corporate Safety Director at 1-800-688-6162. **Remember: Safety is everybody's job.**

You are expected to follow the instructions of the Branch Office Safety Coordinator. Any Associate who fails to follow such instructions may be subject to disciplinary action, up to and including suspension or termination. The Employer will maintain on file any and all Safety and Health reports for at least three years. Associates are entitled to reasonable inspection of those reports.

In the event of a medical emergency or work-related injury either at our office or at a Client site, our Safety Coordinator must be notified.

PER 873

C. Disaster Safety Plans – In the event of an emergency such as a fire or natural disaster, please follow the Client worksite emergency response and evacuation plan. Always know the location of emergency exits in your workplace. Know where your outside assembly area is located. If an evacuation is called, be sure to leave the building quickly, in a calm and quiet manner. Go directly to your designated meeting area and stay clear of the emergency until you are properly directed to change locations. Despite the existence of fire extinguishers, in the event of a fire call 911 to notify the Fire Department (when it is safe to do so), no matter how small the fire is. Thereafter, use the nearest appropriate exit. Do not attempt to put out the fire yourself and do not use an elevator in the event of a fire.

Safety & Accident Prevention Guidelines

The following safety rules and procedures are preventative measures to be taken and observed by all personnel. They are designed to reduce the risk of accidents happening in the workplace. These are minimum guidelines for working safely. Your continued awareness and cooperation in the promotion of work safety is a vital part of your job. It is your duty to apply these generally accepted standards of safety control.

Failure on the part of an Associate or Colleague to report an injury, hazardous situation, potential hazards, or unsafe work practice will result in disciplinary action being taken that may lead to the termination of employment.

General Safety Guidelines

1. All injuries will be reported promptly, regardless of how slight, to the Associate's Supervisor so that arrangements can be made for medical or first aid treatment as necessary. The Supervisor must be notified before any Associate sees a doctor concerning a job-related injury except in an extreme emergency.
2. All persons shall follow these safe practice rules, render every possible aid to safe operations, and report all unsafe conditions or practices to the Client Supervisor or Safety Officer immediately.
3. Common sense, health and sanitation rules must be observed for the welfare and consideration of other Associates.
4. Supervisors shall insist and shall take all such action as deemed necessary to ensure that Associates observe and obey every rule, regulation and order which is necessary for a safe work environment.
5. Always keep your work area organized and free of clutter.
6. Know the job and follow instructions. If you do not know the safest way to do the job, ask your Supervisor.
7. Inform your Employer Representative immediately if you reasonably believe a job to which you have been assigned by the Client is dangerous or unsafe. You should tactfully refuse to perform the work until and if the dangerous situation has been corrected. You may do so without fear of reprimand by the Employer.
8. When using stairs, use the handrail to give support and balance. Be particularly careful when wearing shoes with heels. Walk, do not run, in all work areas. Always keep to the right and approach corridor intersections carefully. Open doors slowly using handle or push plate. Do not go into rooms or use stairways that are not properly lighted.
9. Do not place or stack materials or objects that will obstruct the pathway to work areas, aisles or walkways.
10. Watch for conditions or situations that are likely to cause falls, such as objects on floors or stairways.

11. Wear appropriate shoes (safety shoes are recommended in industrial locations). Never wear open-toe or open-heel shoes. Always wear shoes with non-slip soles.

12. Appropriate clothing is required for each assignment. Loose or frayed clothing, dangling ties, finger rings, earrings, etc. shall not be worn around moving machinery or other sources of entanglement. Long hair must be tied back and secured when working with machinery.
13. Obey all Client rules, governmental regulations, sign, markings, and instructions.
14. Horseplay, scuffling, fighting, and other behavior which may create an unsafe workplace, impair ones observance of safety regulations, or may cause serious injury is prohibited.
15. Refrain from unnecessary talking, shouting, or other loud noises. This may distract other Associates and create a safety hazard to you and others.
16. Running in the building premises of the Client or across parking lots or driveways is not permitted.
17. The use of alcohol and/or drugs at the Client workplace or on any company property is strictly prohibited. Any person found to be under the influence of drugs or alcohol will not be permitted on the job and any Associate found using or under the influence of such while on the job will be terminated immediately. Supervisors must be notified of any prescription or over-the-counter medication that may impair the Associate's ability to safely perform his/her duties.
18. No one shall knowingly be permitted or required to work while his/her ability or alertness is so impaired by fatigue, illness or other causes that it might unreasonably expose the Associate or others to injury.
19. Only drivers authorized by the Employer and the Client and trained in the safe operation of industrial trucks, industrial tow tractors, or forklifts shall be permitted to operate such vehicles.
20. Any Associate who is asked to drive an automobile within the scope of his or her job duties, whether the Associate or the Client owns it, must contact the Employer for prior authorization.
21. Never clean up sharp objects with your hands; instead use a dustpan or other tools.
22. If you or another worker has an accident, never touch another person's blood or other body fluid. Report the situation to your Client Supervisor immediately. Blood borne pathogens and microorganisms live in body fluids and can cause or transfer disease.
23. Ladders are never to be used unless you receive proper authorization by your Employer Representative and are properly trained by your Client Supervisor. Never use a damaged or defective ladder.
24. Do not walk on wet floors.
25. Associates shall not enter confined spaces where gases or insufficient oxygen may be a concern. Associates should have knowledge of all possible exits from any such confined space at all times.

In An Office Environment

1. Do not lean back or stand on chairs.
2. Adjust your chair to the appropriate height for your work area. Keep your back straight in the chair, while retaining the natural curve of your back.
3. Adjust your computer monitor so that it is an arm's length away from your eyes and make sure it is at the proper height.
4. Use a wrist pad when possible and keep your arms parallel to the floor.
5. Make sure you have plenty of legroom, and keep your feet on the floor, not on the chair's legs or wheels.
6. Take periodic eye breaks, by focusing on an object about 20 feet away from where you are sitting.

7. Plan your job duties so that you periodically get up from your desk and move around.
8. Keep your work station well organized so you have room to complete your work without having to put yourself in an awkward position as can easily reach often used items such as your telephone or calculator.

Personal Protective Equipment

1. Personal Protective Equipment (PPE) is designed to protect you from hazards in the workplace. PPE includes safety glasses, gloves, belts, earplugs, hard hats, etc. Remember, PPE must be used correctly to protect you. The Client should provide these items; if not, contact your Employer Representative.
2. You just wear required PPE at all times.
3. If your PPE is lost or damaged, please tell your Employer Representative or Client Supervisor immediately.
4. We are very serious about using proper PPE. Failure to wear your required PPE can result in your termination.
5. If you are working in a hot or cold area, always make sure you have on proper gloves, jackets and other required safety equipment,

Lifting & Loading

1. If you are required to carry anything, the weight should be limited to 30 lbs. or less.
2. When lifting, bend your knees, grasp the load firmly, then raise the load keeping your back as straight as possible. Lift gradually by straightening the legs.
3. Never lift while the body is twisted.
4. Use your leg muscles and not your back when you lift. Make your legs do the work!
5. Make sure your path is clear before moving an object. Never step on pallets or other unstable areas.
6. When loading trucks, pallets or storage racks use proper body mechanics. When loading a pallet do not reach over the pallet, walk to the other side and load the product as necessary. Never climb on storage racks.
7. Never leave pallets on their side. Lay them flat so they do not fall over.

Machinery & Equipment

1. Always use the right tools and equipment for the job. Use them safely and only when authorized.
2. If you are unsure on how to operate a machine or equipment, stop what you are doing and ask for assistance immediately.
3. Know where all the safety shut-off switches are located.
4. Safety guards must be in place and working correctly at all times.
5. Always make sure the area is clear of other employees before tuning on a machine.

6. Machinery shall not be repaired or adjusted while in operation, nor shall oiling of moving parts be attempted, except on that equipment that is designed or fitted with safeguards to protect the person performing the work.
7. If a machine malfunctions, make sure you follow proper procedure to clear the machine. Designated tools must be used to clear machines, such as a push stick or paddle. Never place your hands, fingers or other body parts into moving machinery for any reason. If you need assistance, stop what you are doing and ask your Client Supervisor for help.
8. Worn wiring, overloaded outlets, and defective equipment should not be used.
9. Associates shall not handle or tamper with any electrical equipment, machinery, or air or water lines, unless they have received instructions on the safe handling of such equipment.

Handling Chemicals

1. Never handle any chemical until you receive proper authorization from your Employer Representative and proper training from your Client Supervisor.
2. Know the location of the Client Material Safety Data Sheets (MSDS). These forms will tell you what personal protective equipment is required for each chemical and what to do in the event of an accident.
3. Personal Protective Equipment (PPE) may be required for various chemicals. Before using any chemical, make sure you know what is required, and have the proper PPE. If not, stop what you are doing and contact your Client Supervisor.
4. If a chemical spill occurs, contact your Client Supervisor immediately. Do not handle the chemical.
5. Never use a chemical that is not labeled. Only use chemicals for their proper use. Never mix chemicals for any reason.
6. Always wash your hands after working with chemicals, especially when going to break, lunch, or before you go home for the day.

Willful violation of these or other safety rules will be cause for dismissal.
--

Reporting an Injury

If an accident occurs and you are injured while on the job, call your Employer Representative or Safety Coordinator immediately! You are employed by the Employer and covered by the Employer's Workers' Compensation Insurance. We must be notified **immediately** so that we can make sure you are given the care and attention you deserve at the proper medical facility with the Employer's Medical Provider Network (MPN). **The guidelines for reporting an injury are as follows:**

1. Report **all** injuries **immediately**, **however slight**, to the Client Supervisor or foreman first-then to your Employer's office. (Your failure to report an accident to the Employer could adversely affect your claim.)
2. You may be referred to a doctor or medical facility as needed. Obviously, we rely on you to use your common sense in such a situation. If you are unable to transport yourself, an Employer Representative will try to arrange transportation. In an emergency, an ambulance should be called by dialing 911.
3. Accident reports must be completed within 24 hours to ensure immediate coverage and to ensure benefits will not be delayed or denied. Under normal conditions, the accident report form will be sent to you by the Safety Coordinator. Under emergency conditions, an Employer Representative may deliver these forms directly to you.

REMEMBER: If you are injured on the job, call the Employer immediately,
DO NOT GO TO THE CLIENT'S MEDICAL PROVIDER.

Modified Duty Program

The Employer's modified duty program is designed specifically to help injured workers remain productive in the workforce, even after a work injury has occurred. When you have sustained a work injury:

1. Your doctor will return you to regular duties or specify if there are any particular physical work restrictions surrounding your condition.
2. The Employer will inform your Client Supervisor of your limitations and ask if the Client can provide you with work within your doctor's specified restrictions. The Employer provides a maximum of 30 days of modified duty. The Employer reserves the right to suspend modified duty at any time.
3. If your Client Supervisor cannot place you in a modified position while you recover, or if your assignment was ending, the Employer may:
 - a. Create a temporary job in our branch office designed specifically to accommodate your physical work restrictions; or
 - b. Contact another Client company who can accommodate your specific physical work restrictions.
4. Because our offices are administrative in nature, when placed on modified duty in one of the Employer's offices, your assignment will be light clerical work.
5. Your modified duty job will be available the same or following workday.
6. We ask that you schedule follow-up doctor appointments before or after work hours. When this is not possible, the Employer will accommodate your need for these visits during your modified duty placement in our office.
7. When the employer finds another Client who can provide a modified duty job for you, the job will be based solely on your personal work restrictions as prescribed by the doctor.
8. We are dedicated to helping you remain gainfully employed and productive when injured. While working on modified duty through the Employer, your rate of pay will be the same rate you received on the job prior to your injury.
9. Because the Employer's modified duty program is so accommodating to our injured workers, refusing to accept a modified duty job or failure to show up may make you ineligible to receive disability payments from the Workers' Compensation insurance carrier and/or your state employment department.
10. Once your doctor has released you to regular work, you may be returned to the Client where you were injured if your position is still available and you want to return, or, if that job is no longer available, you may be placed on the HOT SHEET while the Employer looks for another available assignment for you.
11. We reserve the right to offer or deny modified duty to anyone.

Associates who are injury-free may be eligible for cash prizes and other drawings!

IMMEDIATE REPORTING OF ALL INJURIES AND ILLNESSES IS MANDATORY.
WE PROSECUTE FOR WORKERS' COMPENSATION FRAUD. Any person who knowingly files or assists in filing a false Workers' Compensation claim is guilty of fraud. A conviction for Workers' Compensation fraud can result in fines and confinement in state prison.

Workplace Violence Policy & Procedure

The Employer has adopted a Zero Tolerance Policy for workplace violence because it recognizes that workplace violence is a growing nationwide problem. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect the Employer and its Associates, which occur on Employer property or the premises of a Client, will not be tolerated.

Acts or threats of violence include conduct which is offensive, intimidating, or which creates a hostile, abusive, or intimidating work environment for any Associate. Examples of workplace violence include, but are not limited to the following:

1. All threats or acts of violence occurring on Employer or Client premises, regardless of the relationship between the Employer and the parties involved in the incident.
2. All threats or acts of violence occurring off Employer or Client premises involving someone who is acting as a representative of the Employer or affecting the legitimate interests of the Employer.
3. Any acts or threats resulting in the conviction of an Associate under any criminal code provision relating to violence or threats of violence that adversely affect the interest and goals of the Employer.

Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to the following:

1. Hitting or shoving another individual.
2. Threatening an individual or his/her family, friends, associates, or property with harm.
3. Intentionally destroying or threatening to destroy Employer or Client property.
4. Making harassing or threatening phone calls or email.
5. Surveillance or stalking another person.
6. Unauthorized possession or inappropriate use of firearms or weapons.

The Employer's prohibition against threats and acts of violence applies to all persons involved in the Employer's operation, including Employer personnel, Associates, and anyone else on Employer property. Violations of this policy will lead to disciplinary action, up to and including termination, and/or appropriate legal action. No provision of this policy shall alter the "at-will" nature of the employment relationship.

Every Associate and every person on Employer or Client property is encouraged to report incidents of threats or acts of physical violence of which he/she is aware. The report should be made to the Client Safety Officer and the Employer's Representative. Associates should also feel free to contact the Corporate Safety Director or Corporate Human Resources Department at 1-800-688-6162. Nothing in this policy alters any other reporting obligation established in the Employer's policies or in state, federal, or other applicable law.

Employees Rights and Responsibilities under the Family And Medical Leave Act

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or childbirth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative child care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the 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.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

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, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA-covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



New Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved
OMB No. 1210-0149

As required by the Patient Protection and Accountability Care Act (AKA Healthcare Reform), Remedy Intelligent Staffing, Inc. is required to provide the following information pertaining to coverage options through the Health Insurance Marketplace.

PART A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment based health coverage offered by your employer.

What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in November 2015 for coverage starting as early as January 1, 2016.

Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.¹

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution -as well as your employee contribution to employer-offered coverage- is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact benefits@employbridge.com.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit www.HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

¹ An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

Employer Name: Remedy Intelligent Staffing, Inc.	Employer Identification Number (EIN): 33-0880963	
Employer Address: 3820 State Street	Employer Phone Number: 877-785-5125	
City: Santa Barbara	State: CA	Zip code: 93105
Who can we contact at this job? The Remedy Benefits Team		
Phone number (if different from above) 877-785-5125	Email address benefits@employbridge.com	

Here is some basic information about health coverage offered by this employer:

- As your employer, we offer a health plan to:
 - ✓ **Eligible employees are: those that work a minimum of 30 hours per week will be eligible on the 90th day of service from the first day of the month following hire.**
- With respect to dependents:
 - ✓ **We do offer coverage. Eligible dependents are: spouse, domestic partner, children to age 26.**
 - ✓ **If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.**

** Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

If you decide to shop for coverage in the Marketplace, www.HealthCare.gov will guide you through the process. Here's the employer information you'll enter when you visit www.HealthCare.gov to find out if you can get a tax credit to lower your monthly premiums.

The information below corresponds to the Marketplace Employer Coverage Tool. Completing this section is optional for employers, but will help ensure employees understand their coverage choices.

13. Is the employee currently eligible for coverage offered by this employer or will the employee be eligible in the next 3 months? Yes

13a. If the employee is not eligible today, including as a result of a waiting or probationary period, when is the employee eligible for coverage? **The 90th day of service as stated above.**

14. Does the employer offer a health plan that meets the minimum value standard*? Yes

15. For the lowest-cost plan that meets the minimum value standard* offered **only to the employee** (don't include family plans): If the employer has wellness programs, provide the premium that the employee would pay if he/ she received the maximum discount for any tobacco cessation programs, and didn't receive any other discounts based on wellness programs.
- a. How much would the employee have to pay in premiums for this plan? **\$25.00**
 - b. How often? **Every week**
16. What change will the employer make for the new plan year? **This is for plan year 2016**
- Employer won't offer health coverage – **N/A, Employer will offer coverage**
- Employer will start offering health coverage to employees or change the premium for the lowest-cost plan available only to the employee that meets the minimum value standard.* (Premium should reflect the discount for wellness programs. See question 15.)
- a. How much will the employee have to pay in premiums for that plan? **\$25.00**
 - b. How often? **Weekly**

Date of change: **01/01/2016**

An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs (Section 36B(c)(2)(C)(ii) of the Internal Revenue Code of 1986)

Note

- If the employee purchases a qualified health plan through the Marketplace, the employee may lose the employer contribution to any health benefits plan offered by the employer and that all or a portion of the contribution may be excludable from income for federal income tax purposes.