# Policies & Procedures

# **R&T STAFFING LLC**

# Temporary

# Employee Handbook

#### **R&T Staffing LLC**

#### Policies and Procedures

#### Introduction

This Temporary Employee Handbook is designed to summarize R&T Staffing LLC's ("R&T Staffing" or the "Company") personnel policies and benefits for temporary employees and to acquaint employees with many of the rules concerning employment with the Company. Compliance with the Company's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. With the exception of the at-will employment policy, which can only be changed in a writing signed by Tulshi Rijal and Surendra Limbu Thegim, the Managing Members of the Company, the Company reserves the right to modify, rescind, delete or add to the provisions of this Handbook from time to time in its sole and absolute discretion. The Company will notify employees of any significant changes that affect them. This Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this handbook and to deviate from them when, in its discretion, it determines it is appropriate.

This Handbook applies to all temporary employees regardless of their work site. It is our intent to comply with all applicable state and federal laws. To the extent any of the policies in this Handbook are inconsistent with a particular state's laws, the law of the state in which you are working will govern.

#### At-Will Employment Relationship

Employment with the Company is at-will, unless otherwise specified in a written employment agreement. This means employment with the Company is not for any specified period and may be terminated by you or the Company at any time, with or without cause or advance notice. In connection with this policy, the Company reserves the right to modify or alter your position, in its sole discretion, with or without cause or advance notice, through actions other than termination, including demotion, promotion, transfer, reclassification, change in pay, or reassignment. In addition, the Company reserves the right to exercise its managerial discretion in imposing any form of discipline it deems appropriate. No person other than the Managing Members of the Company has the authority to enter into an agreement contrary to this statement. To be valid, such agreement must be specific, in writing and signed by the Managing Members of the Company.

#### **Employment Categories**

**Temporary Employees:** Temporary employees are those employees who are hired to provide temporary services to the Company's clients on an as-needed and temporary basis. This Temporary Employee Handbook applies to all temporary employees. Temporary employees are not eligible for any benefits provided to administrative employees. **Administrative Employees:** Administrative employees are those employees who work on a regular basis at the Company's corporate, branch or onsite offices and assist in the administration of the Company. Administrative employees may be covered by separate employee handbooks and are not eligible for any benefits provided to temporary employees.

#### **Equal Employment Opportunity Policy**

It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, color, national origin, ancestry, sex (including pregnancy, childbirth or related medical conditions and breastfeeding), gender (including actual or perceived), gender identity, gender expression, transgender status, affectional or sexual orientation, age, physical or mental disability (including gender dysphoria, being a certified medical marijuana patient, or atypical hereditary cellular or blood trait), familial status, marital status, domestic partnership or civil union status, caregiver status, military or veteran status, genetic information (including predisposing genetic characteristics or the refusal to submit to a genetic test or make available the results of a genetic test to the employer), certain arrest or conviction records, credit history, unemployment status, tobacco use, status as a victim of domestic violence, stalking or sex offenses, or any other classification protected by applicable local, state or federal laws. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, compensation, promotion, benefits, training, discipline and termination.

#### Requests for Accommodation

To ensure equal employment opportunities to qualified individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any employee or applicant who requires an accommodation in order to perform the essential functions of the job should contact Human Resources. The employee should specify in what way s/he is limited in his/her ability to perform her/his job and what accommodation s/he believes is needed. The Company will review the situation with the employee and identify possible accommodations, if any, that will enable the employee to perform the essential functions of his/her job. If a reasonable accommodation can be identified that will not impose an undue hardship, the Company will make the accommodation. If there is more than one possible accommodation, the Company will decide which one will be provided.

The Company will attempt to make reasonable accommodations for employee observance of religious holidays and sincerely held religious beliefs, including religious dress unless doing so would cause an undue hardship on the Company operations. If you desire a religious accommodation, you are required to make the request to your supervisor as far in advance as possible. An employee's observance of a religious holiday will be charged to the employee's vacation. If the employee has no available vacation or paid time off, leave will be without pay.

#### Policy Prohibiting Harassment, Discrimination and Retaliation

The Company is committed to providing a work environment free of inappropriate and unlawful harassment and discrimination. The Company expects everyone to behave professionally and respectfully in the workplace. The Company will not tolerate any type of harassment or discrimination against applicants for employment, employees, independent contractors, vendors, clients or customers on the basis of color, national origin, ancestry, citizenship status, sex (including pregnancy, childbirth or related medical conditions and breastfeeding), gender (including actual or perceived), gender identity, gender expression, transgender status, affectional or sexual orientation, age, physical or mental disability (including gender dysphoria, being a certified medical marijuana patient, or atypical hereditary cellular or blood trait), familial status, marital status, domestic partnership or civil union status, caregiver status, military or veteran status, genetic information (including predisposing genetic characteristics or the refusal to submit to a genetic test or make available the results of a genetic test to the employer), certain arrest or conviction records, credit history, unemployment status, tobacco use, status as a victim of domestic violence, stalking or sex offenses,, or any other characteristic protected by local, state or federal laws applicable to the Company. The Company's policy prohibiting

harassment and discrimination applies to all persons involved in the operation of the Company, including supervisors, coworkers, and third-party non-employees (such as vendors, clients and independent contractors). All harassment claims are to be reported to the Managing Members immediately at 614-396-6666 or email info@randtstaffing.com.

# **Definitions**

**Harassment** is unwelcome verbal, visual or physical conduct based on a protected characteristic described above that creates an intimidating, offensive or hostile working environment or that interferes with work performance.

**Discrimination** is the act of differentiating among employees or applicants for employment on the basis of any protected characteristic described above.

**Sexual Harassment** is one form of unlawful harassment. Applicable state and federal law define sexual harassment as: Unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual or sex-based nature when:

- submission to that conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct is used as a basis for employment decisions affecting the individual; or
- such conduct has the purpose of effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Specific examples of conduct prohibited under this policy are presented below. These examples are provided to illustrate the kind of conduct prohibited by this policy. This list is not exhaustive.

- Verbal conduct such as epithets, derogatory jokes, comments or slurs based on an individual's protected characteristic;
- Unwanted sexual advances, invitations or comments, comments about a person's sexuality or sexual experience;
- Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct such as assault, unwanted touching, pinching, patting, grabbing, brushing against, poking, blocking normal movement or interfering with work because of sex, race or any other protected characteristic described above;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and/or
- Retaliation for having reported or threatened to report harassment.

Please note that more than just sexual harassment is prohibited by this policy. Harassment based on any protected characteristic described above is expressly prohibited by this policy. In addition, conduct need not be motivated by sexual desire to constitute sexual harassment.

# Procedures for Making, Investigating, and Resolving Discrimination, Harassment and Retaliation Complaints

All Company employees are responsible for helping to ensure that the work environment is free from prohibited harassment and discrimination. If you believe you have been discriminated against, or subjected to sexual or other harassment in violation of this policy, by an employee or a non-employee, you may inform the offending party that his/her conduct is unwelcome and tell that person to stop the behavior but you are not required to do so. Either way, you must immediately report the facts of the incident to the local branch office, Managing Members at 614-396-6666 or any member of management. You are not required to use the usual process of communicating with your immediate supervisor first, but may contact any of the other above-listed management individuals directly. Complaints of acts that violate this policy will be accepted in writing or orally.

Anyone who has observed discrimination, harassment or retaliation must also report such conduct immediately to the on-site supervisor, the local branch office, Managing Members or your direct R&T Staffing consultant must use the Company's complaint process. Reported incidents of discrimination or harassment will be promptly and thoroughly investigated. The manner of the investigation is at the sole discretion of the Company. The investigation will be kept as confidential as possible, and information will be shared only on a need-to-know basis. The Company will take appropriate remedial action to stop any prohibited discrimination or harassment and to deter future conduct of a similar nature. Corrective action may include discipline, up to and including termination.

The Company will not tolerate any form of retaliation against any employee for engaging in protected activity, such as making a good faith complaint of harassment or discrimination or for cooperating in an investigation. Employees who believe they have been subjected to retaliation must immediately report the matter to the on-site supervisor, the local branch office, Managing Members or any member of management. All complaints of retaliation will be investigated in the manner described above. Anyone who is found to have violated the Company's policy against retaliation will be subject to discipline, up to and including termination.

The Equal Employment Opportunity Commission ("EEOC") and the state fair employment agency in which an employee works accept and investigate complaints of unlawful harassment and discrimination in the workplace. The EEOC or the applicable state agency may, in some cases, prosecute claims on behalf of employees. The EEOC and the applicable state agency may be contacted by consulting the government agency listings in your local telephone book.

Please contact your on-site supervisor, the Company's local branch office or the Managing Members if you have any questions about this policy or require further information.

# Assignments/Assignment Procedures

You will be offered assignments based on availability as well as your experience and skills. Usually, you will know about assignments a day or two in advance. Some opportunities, however, start right away. When you accept an assignment, you should record all important information so you will be prepared for a good start.

You have the flexibility to accept or decline any assignments for which you are selected. You are expected to complete all assignments you accept. If you are unable to report to work or complete an assignment for any reason, illness, emergency, etc., notify us immediately, not the client, in order for us to obtain a replacement. When your assignment with a client ends, contact us within 24 hours. The end of a particular assignment does not terminate your employment with us as you remain an employee of the R&T Staffing eligible for placement with another client. If you fail to contact us at the end of an assignment, you may be considered to have voluntarily resigned, and unemployment benefits may be denied.

#### Points to Remember

- Arrive on time every day to show your professionalism and commitment to quality performance.
- Dress appropriately for the assignment. A R&T Staffing expert will outline the client's dress code and other important rules concerning breaks and more prior to the beginning of your assignment.
- Direct all incoming personal calls to our office and we will pass a message on to you. Client phones should not be used to make or receive personal calls.
- Please keep personal cell phone use to only approved breaks and your lunch time. Should you have an emergency, let your supervisor know.
- If you desire a full-time position, or are offered one while on assignment, let us know immediately.

# Job Abandonment on Temporary Assignments - No Call No Show

I agree that if I accept a temporary or temp-to-hire assignment with R&T Staffing, I am representing that I am able to complete the assignment. If for any reason I am unable to do so, I will notify R&T Staffing immediately. I am on a longterm assignment or a temp-to-hire assignment, I will strive to give R&T Staffing at least one-week notice. A no-call no show on an assignment will negatively impact any future unemployment claims.

#### Absenteeism and Lateness

I agree that while employed with R&T Staffing, if I am ever absent from work or late for work, I will notify the R&T Staffing office **two hours prior to my scheduled arrival time**. In addition, I understand that if I anticipate being absent, late or need to leave early because of unavoidable obligations, I will notify the R&T Staffing office immediately. Absences or tardiness protected by local, state and federal law do not count as a violation of the Absenteeism and Lateness policy.

# Pay Rates/Timesheets/Pay Periods/Paydays

You are paid for the hours you work on assignment. The pay rate is determined before you begin the assignment and can vary from one assignment to the next. Compensation for overtime will be paid to non exempt temporary employees in accordance with applicable state and federal laws.

Only those hours that are actually worked will be included when determining a non-exempt employee's overtime pay. Paid time off, for example, is not hours worked and are therefore not counted in making overtime calculations. Employees must obtain advance authorization before working overtime. Working "off the clock" is never permitted.

We regularly review your performance and pay status. We also make all state and federally required payroll deductions and unemployment insurance and we match social security contributions and provide Workers' Compensation insurance. To ensure accurate accounting of your time, you are expected to use a new timesheet for every week/assignment you work. If using a time and attendance system, be sure to utilize the system prior to the start of your shift and at the end of your shift. Each Friday or

at the end of each assignment, both you and the client company supervisor must sign the timesheet. Failure to deliver the timesheet by the appropriate time may delay the processing and issuance of your paycheck.

For most temporary employees, the Company's paydays are every Friday, for the one-week period that ends the previous Sunday. The payroll period begins at 12 a.m. Monday and ends the following Sunday at 11:59 a.m. Paychecks will generally be available the following Friday unless different arrangements are made with a personnel coordinator prior to the issuance of the paycheck. Temporary employees with work assignments that have different paydays and payroll periods will be notified of such.

#### Lactation Accommodation

Consistent with the Handbook, the Company will provide a reasonable amount of break time to accommodate an employee who wishes to express breast milk for her child. Break time for this purpose will be unpaid for nonexempt employees, except that employees can use any existing paid rest or other break time to express milk. Generally, a reasonable amount of break time for purposes of this policy will be at least 20 minutes in every three hour period, if requested by the employee. Longer break times will be provided when the room designated for expression of breast milk is not in close proximity to the employee's work station. R&T Staffing will generally provide this break time for up to three years following the birth of a child.

R&T Staffing will make reasonable efforts to provide employees with the use of a private location, other than a toilet stall, for the employee to express milk. Employees should discuss with their supervisor or a Human Resources representative the location to express their breast milk and for storage of expressed milk and to make any other arrangements under this policy.

A nonexempt employee can elect to work before or after her normal shift to make up the amount of time used during unpaid break time for expression of breast milk, so long as the additional time requested falls within R&T Staffing' normal work hours or, if the employee is assigned to a client's worksite, the normal work hours of the worksite.

Employees should provide reasonable notice to the Company that they intend to take breaks for expressing breast milk upon returning to work.

The Company will not demote, terminate or otherwise take adverse action against an employee who requests or makes use of the accommodations and break time described in this policy.

# Temporary Employee - Health Insurance

Temporary employees are eligible for medical benefits in accordance with the Affordable Care Act (ACA). Please consult with your R&T Staffing representative for more information on the health insurance provided

#### Standards of Conduct

We have established workplace standards of performance and conduct as a means of maintaining a productive and cohesive working environment. R&T Staffing counts on common sense and professionalism in the actions of all employees. This is

essential to providing a positive work environment. Therefore, conduct that is dangerous to others, dishonest, unethical, illegal, and/or abusive will not be tolerated at R&T Staffing. Violations of R&T Staffing Standards of Conduct will be grounds for disciplinary action, up to and including discharge from employment.

When an employee fails to meet R&T Staffing' established Standards of Conduct, his or her manager may attempt to utilize progressive discipline so that the employee will be assisted in improving his or her performance or conduct, but is not required to do so. However, because R&T Staffing employees are employed at-will and can be terminated or resign at any time for any or no reason, R&T Staffing reserves the right to impose any type of discipline it deems appropriate, as determined by the Company in its sole discretion, up to and including immediate termination of employment.

As it is impossible to list every reason why an employee may be subject to disciplinary action, the following list of offenses is not all-inclusive, but merely provides guidance to our employees concerning conduct that R&T Staffing would define as unacceptable. Following are examples of behavior, performance or conduct that are not permitted and may result in disciplinary action, up to and including termination:

- Accepting an assignment and not reporting to work without notifying us
- Unauthorized possession, use, or removal of property belonging to us or any of our clients
- Failure to comply with all safety rules and regulations
- Reporting to work under the influence of alcohol, illegal drugs, or in possession of either item on company premises or work sites of client companies
- Lewd, unacceptable behavior, possession of weapons or explosives, and provoking, instigating, or participating in a fight
- Failure to call us when an assignment ends
- Violation of the Company's policies prohibiting harassment, discrimination or retaliation
- Violation of any Company policy
- Insubordination, for example, refusal to carry out your supervisor's reasonable work request
- Falsifying records, including but not limited to time records, claims pertaining to injuries occurring on company premises or work sites of client companies, or personnel records
- Disclosing confidential information without authorization
- Disregard for established policies and procedures
- Excessive cancellations or tardiness
- Discourtesy to clients or fellow employees
- Unauthorized and/or excessive absenteeism
- Tardiness to work
- Misconduct / Disorderly conduct, including horseplay
- Poor Attitude
- Poor work performance
- Gambling
- Use of abusive or threatening language
- Leaving work before end of scheduled shift without permission
- Neglect of job responsibilities and duties, including incompetence

This policy is written to comply with applicable law and will not be applied in a manner that restricts the flow of concerted employee communication about terms and conditions of employment.

R&T Staffing <u>may</u> use any type of discipline it deems appropriate in its sole discretion, including, but not limited to, verbal warning(s), written warnings), suspension, or immediate termination.

Neither this handbook, nor any other communication by R&T Staffing, or anyone in management, either written or oral, made at the time of hire or during the course of employment, is intended to create an employment contract. Nothing in these Standards of Conduct, or in this handbook, in any way affects the at-will status of the employee's' employment.

#### Substance Abuse and Testing Policy

We believe that maintaining a workplace that is free from the effects of drug and alcohol abuse is the responsibility of all persons involved in our business, including our employees and clients. The use, possession, sale, or transfer of illegal drugs (including state-sanctioned marijuana) or alcohol on company or client property, in company or client vehicles, or while engaged in company or client activities is strictly forbidden. Being under the influence of drugs or alcohol while on company or client property, in company or client vehicles, or while engaged in company or client activities is also strictly forbidden. Unless prohibited by law, R&T Staffing reserves the right to conduct or require drug and alcohol testing on any employee on company or client premises, engaged in company or client business, or operating company or client equipment. Specifically, testing may be required after accidents or near misses, when a client requires pre-assignment testing, and/or where management has a reasonable suspicion that an employee is impaired or affected on the job by alcohol and/or illegal drugs in violation of this policy.

The Company may search company or client premises or property, without prior notice, and reserves the right to search employees' personal property brought onto company or client premises in order to investigate a reasonable suspicion that this policy has been violated.

Employees violating this policy are subject to disciplinary action up to and including immediate termination and, consistent with state laws, possible denial of any workers' compensation benefits. Failure to consent to a test or any attempt to falsify or alter test results will also result in disciplinary action, up to and including termination.

# Workplace Searches

To protect Company and client property and to ensure the safety of all employees, the Company, and our clients, reserves the right to inspect and search any employee's work area, files, locker, equipment, and any area on Company or client premises. Any personal property brought on to and stored in client facility is subject to be searched. Inspection may be conducted at any time, without notice, at the discretion of the Company or client.

In addition, when the Company or a client has a reasonable suspicion that a Company or client policy is being violated that necessitates a search, you may be required to submit to reasonable searches of your personal vehicles, parcels, purses, handbags, backpacks, briefcases, lunchboxes or any other possessions or articles brought on to the Company or client property. Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted entry. You must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including discharge.

#### Violence-Free Workplace

The Company is committed to providing a work environment free from violence. The Company maintains a zero-tolerance policy for any acts or threatened acts of violence, including hostile behavior, physical or verbal abuse, or, unless it is required by the nature of the employee's position, possession or use of weapons of any kind, on Company property or while conducting Company business. Should you engage in such acts, you will be subject to disciplinary action, up to and including, immediate termination of employment. You may also be subject to other civil or criminal liability.

If you feel you have been subjected to behavior prohibited by this policy or witness or have knowledge of any actions that could be perceived as violent, you should report the incident immediately to your Supervisor or the Managing Members at 614-396-6666. All complaints will be investigated promptly and appropriate action taken. Corrective action will be imposed for engaging in any potentially violent or threatening activities. You may also contact the appropriate law enforcement authorities if you have reason to believe there is an immediate threat to your safety and/or the safety of others. Reports or incidents warranting confidentiality will be handled appropriately and confidentiality will be maintained to the extent possible. You will not be retaliated against for reporting, in good faith, any conduct prohibited by this policy.

#### Social Media

The following principles apply to professional use of social media on behalf of the Company and its' clients, as well as personal use of social media when referencing the Company and its' clients.

- Employees need to know and adhere to the Company's and their clients Code of Conduct, Employee Handbook, and other company policies when using social media in reference to the Company.
- Social media use shouldn't interfere with employee's responsibilities at the Company. The Company's computer systems
  are to be used for business purposes only. When using the Company's computer systems, use of social media for
  business purposes is allowed (ex: Facebook, Twitter, the Company's blogs and LinkedIn), but personal use of social
  media networks or personal blogging of online content is discouraged and could result in disciplinary action.
- Employees should be aware of the effect their actions may have on their images, as well as the Company's and its' clients image.
- Employees should be aware that the Company may observe content and information made available by employees through social media. Employees should use their best judgment in posting material that is neither inappropriate nor harmful to the Company and its' clients, its employees, or customers.
- Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment.
- Employees are not to publish, post or release any information that is considered confidential or not public. If there are questions about what is considered confidential, employees should check with an R&T Staffing representative.
- Social media networks, blogs and other types of online content sometimes generate press and media attention or legal questions. Employees should refer these inquiries to authorized Company spokespersons.
- If employees encounter a situation while using social media that threatens to become antagonistic, employees should disengage from the dialogue in a polite manner and seek the advice of a supervisor.
- It is highly recommended that employees keep the Company's related social media accounts separate from personal accounts, if practical.

Nothing in this policy, or any other workplace policy, is designed to interfere with, restrain or prevent an employee from exercising his or her right to communicate with co-workers or others regarding the terms and conditions of the employee's

employment including wages, hourly rate, salary, benefits, hours of employment, job performance, disciplinary matters, workload, managers/supervisors, staffing or workplace complaints, or to prevent an employee from exercising his or her right to engage in protected, concerted activity pursuant to the National Labor Relations Act, or any other applicable state or federal law.

Further, no employee is prohibited from inquiring about, discussing or disclosing his or her wages or the wages of another employee, if voluntarily disclosed by that employee. Employees are not required to disclose their wages to anyone. This policy does not apply to disclosure of other employees' wage information by employees who have access to such information solely as part of their essential job functions and who, while acting on behalf of R&T Staffing, make unauthorized disclosure of that information. Company representatives may disclose employees' wages in response to a complaint or charge, or in furtherance of an investigation, proceeding, hearing or action under state law.

#### Family and Medical Leave Act Leave

R&T Staffing provides eligible employees with up to 12 weeks of unpaid, job-protected leave for specified family reasons under the federal Family Medical Leave Act ("FMLA").

# Employee Eligibility

Eligible employees are those who have:

- Completed 12 months of service with the Company (the service need not be consecutive);
- Worked at least 1250 hours during the 12-month period immediately preceding the requested leave; and
- Worked at a location where there are 50 employees of the Company within a 75-mile radius.

# Qualifying Reasons for Leave

Eligible employees may take leave for the following reasons:

- For the birth of the employee's child, or placement of the child with the employee for adoption or foster care;
- To care for the employee's spouse (including same sex marriage), registered domestic partner, child (as defined under the FMLA) or parent (as defined under the FMLA) with a serious health condition (as defined under the FMLA/CFRA);
- For the employee's own serious health condition, which prevents him or her from performing the functions of his/her position;
- Because of a qualifying exigency (as defined under the FMLA) arising out of the fact that the employee's spouse, son, daughter, or parent who is either a member of the National Guard or Reserves, or a retired member of the Regular Armed Forces or retired Reserves, is on covered active duty or call to covered active duty status ("Military Exigency Leave"); or
- To care for an immediate family member or next-of-kin who is a covered servicemember recovering from a serious injury or illness sustained in the line of active military duty ("Military Caregiver Leave").

The term "covered service member" is defined by federal law and means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or a veteran who seeks medical treatment for a serious service-related injury or illness within five years of serving in the military. The term "next-of-kin" is defined as the nearest blood relative. "Qualifying exigencies" for Military Exigency Leave include: short-notice deployment; military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation leaves; post-deployment activities; arranging certain parental care; and other reasons as agreed upon between the Company and the employee. Certain restrictions on leave may apply, depending upon the nature of the qualifying exigency. The term "covered active duty or call to covered active duty status," as defined by the FMLA means, in the case of a member of the Regular Armed Forces, duty during deployment with the Armed Forces to a foreign country and, in the case of a member of the Reserves, duty during deployment to a foreign country in support of a contingency operation.

# Amount of Leave

A maximum of 12 workweeks of unpaid leave may be taken within a 12-month period for any qualifying reason for leave listed above in numbers 1 through 4. For these qualifying reasons, the 12-month period is measured forward from the first date the employee takes family and medical leave for any of these 4 qualifying reasons.

Employees who are absent for Military Caregiver Leave may take up to 26 workweeks of unpaid leave in a single 12-month period. The "single 12-month period" begins on the first day the eligible employee takes family and medical leave to care for a covered servicemember and ends 12 months after that date. This leave entitlement is applied on a per-covered servicemember, per-injury basis. Employees who use Military Caregiver Leave in addition to other types of family and medical leave in the same leave year or single 12-month period are entitled to a combined maximum of 26 weeks of protected leave.

Employees disabled by pregnancy, childbirth or related medical conditions have certain rights to take a pregnancy disability leave separate from, and in addition to, their right to a family and medical leave under state law. However, the first 12 weeks of pregnancy disability leave will be treated concurrently as leave under the FMLA, for eligible employees. Once an employee is no longer disabled by pregnancy, she may request up to 12 weeks of unpaid leave under the CFRA to bond with her new child. If leave is taken to bond with a newborn, adopted or foster child, the employee must conclude the leave within 1 year of the birth, adoption or placement. In addition, the basic minimum duration of such leave is two (2) weeks. However, an employee is entitled to take leave in shorter durations on any two (2) occasions.

If leave is taken for a serious health condition, the leave may be taken either in a block, or if medically necessary, on an intermittent or reduced schedule basis. Employees and supervisors are expected to work together to schedule leaves so as not to unduly disrupt Company operations. In most situations, an employee will continue in his/her regular job. However, in certain circumstances, at the Company's discretion, employees may be temporarily assigned to an alternative position in order to better accommodate the recurring periods of leave. Employees will receive equivalent pay and benefits as they would have received in their regular job while in the temporary position.

When both parents are employed by the Company and request simultaneous leave for the birth or placement for adoption or foster care of a child, the Company will not grant more than 12 weeks of combined leave both employees.

All time off which qualifies as family and medical leave under state and/or federal law will be counted against the employee's family and medical leave entitlement to the fullest extent permitted by law.

### Compensation During Leave

Leave taken pursuant to the FMLA is unpaid.

# Benefits during Leave

During FMLA leave, an employee is entitled to participate in any group health plans provided by the Company to the same extent and under the same conditions as if the employee had continued to work. This means that an employee may continue her group health care insurance while on FMLA leave, as long as s/he timely makes benefit payments for his/her portion of the premium. In some instances, the Company may recover premiums it paid to maintain health coverage if the employee does not return to work following FMLA leave. Information regarding continuation of benefits during FMLA leave is available from the Human Resources Department.

#### Return to Work

Upon returning from family and medical leave, employees will be reinstated to the same or an equivalent position, with the same pay and benefits, except as permitted by law. Generally, employees whose leave does not exceed the approved period of leave or the maximum allowed under the law, will be reinstated to their former position unless returning to such a position would provide greater rights than he/she would have had if he/she had been continuously employed during the leave.

Failure to report to work on the first workday after the approved leave has expired, unless an extension of the leave is granted in writing, or falsification of any information submitted in connection with the leave, will result in termination of employment.

If the leave was taken due to the employee's own serious health condition, the Company will require certification from the employee's health care provider of the date the employee is able to resume work. The return-to-work certification must be provided to the Company on or before the date of the employee's return to work and is a condition of reinstatement.

Reinstatement after family and medical leave may be denied to certain salaried "key employees." The Company will notify you if your position falls into this "key employee" category.

# Notification

Employees must provide at least 30 days' advance notice for a foreseeable event (e.g., the expected birth of a child or a planned medical treatment). For events that are unforeseeable, employees must notify the Company as soon as practicable after they learn of the need for leave, but no later than 2 business days thereafter. Failure to comply with these notice rules may result in a delay or denial of the requested leave.

While written notice is not required, employees are requested to submit a request for leave in writing and to meet with Human Resources prior to commencing the leave where possible.

The employee must notify Human Resources of any changes in the status of the leave, the expected start date, or the expected return date. Any such requested changes are subject to approval by the Company.

# Certification

If the leave request is made because of an employee's serious health condition, the serious health condition of the employee's family member, or because of a covered service member's serious illness or injury, the Company will require the employee to obtain a medical certification form signed by a licensed health care provider. The certification must include sufficient

information to allow the Company to determine if the leave is requested for a qualifying reason, and the anticipated dates (or duration and frequency) of the requested leave.

If the need for leave may extend beyond the time covered by a certification, and additional leave is requested, the employee is required to provide the Company with an updated certification from his or her health care provider. Certification for the extension shall be submitted prior to the expiration of the current certification. Failure to submit the updated certification in a timely fashion may result in the denial of an extension of the leave and, if the employee fails to return to work, the employee may be considered to have abandoned his or her employment with the Company.

When an employee requests leave due to a qualifying military exigency, the Company will require the employee to provide a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member's active duty service. The Company also will require that such leave, because of a qualifying exigency, be supported by a certification from the employee that sets forth: (1) a statement or description of appropriate facts regarding the qualifying exigency for which the leave is requested; (2) the approximate date on which time off from work due to the qualifying exigency commenced or will commence; (3) the beginning and end dates for the employee's absence, or, where leave is requested on an intermittent or reduced schedule basis, an estimate of the frequency and duration of the qualifying exigency; and (4) if the qualifying exigency involves meeting with a third party, appropriate contact information for the individual or entity with whom the employee is meeting and a brief description of the purpose of the meeting.

All medical certifications and military exigency certifications must be provided within 15 days of being requested by the Company. If a certification is not provided within 15 days of the first request, absent extenuating circumstances, the leave may be delayed or denied.

For employee's serious health conditions, the Company may require, at its own expense, a second opinion from a health care provider selected by the Company. If the second opinion differs from the first opinion, the Company may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and employee. The opinion of the third health care provider shall be considered final and binding on the Company and the employee.

Obtain appropriate forms from the Company's local branch office.

If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact the Company's local branch office.

The Company will comply with all other state and federal leave laws, subject to any employer and employee eligibility requirements.

#### Pregnancy Disability Leave, Transfer and/or Reasonable Accommodation

All employees who are disabled on account of pregnancy, childbirth, or related medical conditions are entitled to an unpaid leave of absence for the period of disability, up to a maximum of four months (or the working days in one-third of a year, or 17 1/3 weeks). The four-month period is calculated by determining the number of days/hours the employee would normally work within four calendar months. All time off needed for pre or postnatal care, severe morning sickness, doctor-ordered bed rest, childbirth and recovery from childbirth will be counted against an employee's pregnancy disability leave entitlement to the maximum extent permitted by law. If her healthcare provider certifies that it is medically advisable, a pregnant employee may

also request reasonable accommodation or transfer to a less strenuous or hazardous position or duties. Reasonable accommodations for pregnancy may include job modifications such as additional bathroom breaks, water breaks, periodic rest breaks, assistance with manual labor, job restructuring, modified work schedules, and temporary transfers to less-strenuous or hazardous work. R&T Staffing will consider accommodation requests on a case-by-case basis. A reasonable accommodation will be provided unless it would impose an undue hardship on the business.

In addition to the conditions listed above, pregnancy or childbirth-related medical conditions for which an employee may request leave, transfer or reasonable accommodation include, any medical condition related to pregnancy or childbirth that inhibits the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques, but does not prevent the employee from performing her job functions in a reasonable manner, with or without a reasonable accommodation. Examples of qualifying pregnancy related conditions include gestational diabetes, lactation-related medical conditions, pregnancy-induced hypertension, preeclampsia, postpartum depression, and/or recovery from childbirth or loss or end of pregnancy.

An employee who plans to take a pregnancy disability leave or who needs transfer and/or reasonable accommodation must notify the Managing Members or an R&T Staffing consultant at least thirty (30) days prior to the commencement of the leave, transfer or reasonable accommodation, or as far in advance as possible. In case of emergency or unforeseen circumstances, the request for leave, transfer and/or reasonable accommodation must be made as soon as an employee becomes aware of the need for such action.

Pregnancy disability leave does not need to be taken all at once but can be taken on an as-needed basis as required by the employee's healthcare provider, including intermittent or reduced schedule leave. All such leave will count against an employee's maximum pregnancy leave entitlement.

A request for pregnancy disability leave, transfer or reasonable accommodation must be supported by a medical certification of disability, issued by the employee's healthcare provider. Medical certification must be provided by the employee within 15 days of when it is requested by the Company. Failure to timely provide the required certification may result in delay or denial of leave and/or may cause the employee to be ineligible for transfer or reasonable accommodation. Obtain appropriate forms from the local branch office.

The first 12 workweeks of pregnancy disability leave will be treated concurrently as family and medical leave under federal law for eligible employees. During pregnancy disability leave, an employee is entitled to participate in any group health plans provided by the Company to the same extent and under the same conditions as if the employee had continued to work. This means that an employee may continue her group health care insurance while on pregnancy leave, as long as she timely makes benefit payments for her portion of the premium. In some instances, the Company may recover premiums it paid to maintain health coverage if the employee does not return to work following pregnancy disability leave. Information regarding continuation of benefits during pregnancy disability leave is available from the Human Resources Department. Pregnancy disability leave is unpaid.

Employees are expected to return to work as soon as the approved leave, transfer or reasonable accommodation ends or they are released to return to work by a healthcare provider, whichever is earlier. So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave needs to provide the Company with at least two weeks advance notice of the date the employee intends to return to work. If two weeks notice is not possible under the circumstances, the employee must give notice as soon as possible. Before returning from pregnancy disability leave or at the end of the transfer or reasonable accommodation period, employees will be required to submit a health care provider's return to work release.

At the expiration of the leave, transfer and/or reasonable accommodation, the employee will be returned to her original position. Under certain circumstances, however, reinstatement maybe to a comparable position.

Employees who wish to request a pregnancy disability leave, transfer or reasonable accommodation, or who require further information, including the effect of such leave on benefits, should contact the Human Resources Department. Lactation accommodation is also available upon request.

#### Military Leave

Military leaves are available to employees who enter, voluntarily or involuntarily, the Armed Forces of the United States, including the National Guard, the state military forces, or the reserve components of the same, to participate in active or inactive duty or training. Time off is also permitted for an examination to determine one's fitness for duty in any of the military forces. Such leave will be granted in accordance with applicable state and federal law, and employees returning from military leave will be reinstated in accordance with applicable law. Unless prohibited by military necessity, you must notify the Company of your need for leave, indicating the date of departure and return, as far in advance as possible. Upon return, you must furnish evidence verifying the dates of your military service. For further information about your rights and obligations regarding military leave or to request a military leave, please contact the Human Resource Department.

#### Work-Related Injury Leave

In case of work-related injuries, employees are entitled to receive leave and benefits in accordance with applicable law. An employee who suffers an injury while on the job must report it immediately to his/her immediate supervisor and the Managing Members. Employees must also provide the Company with a signed written notice of the injury or illness within 30 days of the injury. This notice may be in the form of the employee's workers' compensation claim form.

If an employee expects to be absent for more than one day, he/she must submit a medical certification that confirms he/she is not able to work and provides an estimated return to work date. Employees on leave for a work-related injury are required to provide the Company with monthly notices of the status or change in status, or their intention to return to work. Failure to provide such information may result in disciplinary action. The period of leave for a work-related injury will run concurrently with family and medical leave to the maximum extent permitted by law.

#### Domestic Violence, Sexual Assault, Stalking, or Crime Victims Leave and Accommodation

Employees who are victims of domestic violence, sexual assault, stalking, or other crime requiring a court appearance are eligible for unpaid leave. Employees may elect to use any paid time off benefits they may have available to them during the time off, or they may take the time off without pay. You may request leave if you are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your health, safety, or welfare, or that of your child.

You should provide notice and certification of your need to take leave under this policy. Certification may be sufficiently provided by any of the following:

- A police report indicating that the employee was a victim of domestic violence, sexual assault or stalking;
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence, sexual assault or stalking, or other evidence from the court or prosecuting attorney that the employee appeared in court; or
- Documentation from a medical professional, domestic violence, sexual assault or stalking victim advocate, health-care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence, sexual assault or stalking; or A copy of a notice to appear in court.

Employees who are victims of domestic violence, sexual assault or stalking and need a reasonable accommodation for their safety at work should contact the Managing Members to discuss the need for an accommodation. If you are requesting such a

reasonable accommodation, you will need to submit a written statement signed by you, or by an individual acting on your behalf, certifying that the accommodation is for the purpose of your safety at work.

For reasonable accommodation requests, Elite Asset will also require certification demonstrating that you are the victim of domestic violence, sexual assault or stalking. Any of the forms of certification described above for leave purposes will suffice. Elite Asset may request recertification every six months from the date of the previous certification. You should notify the company if an approved accommodation is no longer needed.

The Company will engage in an interactive process with the employee to identify possible accommodations, if any are effective, and will make reasonable accommodations unless it results in an undue hardship for Elite Asset. Elite Asset will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave or accommodation under these provisions.

#### Jury Duty

The Company encourages employees to serve on jury selection or jury duty when called. An employee who is called to perform jury duty shall be given unpaid leave. You should notify your supervisor of the need for time off for jury duty within forty-eight (48) hours after a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of having served. Of course, employees are expected to report to work whenever the court schedule permits. Any mileage allowance, fee, etc. paid by the court for jury services may be retained by you.

#### Voting

The Company accommodates flexible scheduling for employees on election days. Where possible, the employee shall give his/an R&T Staffing Consultant at least two days' notice in advance of need for time off to vote. The Company will also allow up to one hour of unpaid time off to vote if the employee is unable to vote before or after working hours. While most employees' schedules provide sufficient time to vote either before or after working hours, if employees do not have sufficient time outside of work hours to vote, they will be provided with sufficient time off to do so. Additional time off will be without pay, except that exempt employees may receive pay, as required by applicable law.

#### **Safety Policy**

R&T Staffing' primary concern is for the safety and welfare of its employees. To accomplish this goal, guidelines have been established that recognize the responsibility of R&T Staffing, our clients, and you, our employee. R&T Staffing' responsibility is to promote a safe and healthy workplace for all of our employees. Because the R&T Staffing client and its on-site supervisor control the workplace, clients must demonstrate a commitment to accident-free workplaces.

Our team approach to accident prevention and safe work practices will help create a working environment that promotes safety, health, and the professionalism that you and our clients have the right to expect.

#### General Guidelines

Safety rules and safe work practices are designed to protect your safety, but they are only as effective as your willingness to cooperate. These guidelines are a condition of your continued employment. Know these guidelines and consider them required elements of your job assignment.

Failure to abide by these policies may result in termination of your job assignment or in reduction or complete elimination of any related benefits.

#### Safety Do's

- Do know the safe work practices of each job assignment as provided by your client supervisor.
- Do pay attention to your work and your surroundings. Avoid horseplay and be alert to moving equipment and all machinery.

#### Safety Prohibitions

- Do not use any vehicle for work purposes without written permission from R&T Staffing.
- Do not use any kind of cell phones or other mobile technology devices while driving, even when using the phone hands-free. If you receive a call while you are driving, let it go to voicemail or wait until you have safely stopped the vehicle to answer it. This policy does not apply in emergency (911) situations.
- Do not accept duties that require the handling of money or other valuables without written permission from R&T Staffing.
- Do not use alcohol, illegal drugs, or controlled substances on the job or on the client's premises. Anyone who violates this policy or who reports to work under the influence of any of these substances will be subject to disciplinary action, up to and including termination of employment, and potentially a loss of benefits.

#### Safety and Health Rules

- 1) All employees shall follow our clients safety and health rules, render every-possible aid to safety operations, and report all unsafe conditions or practices to the management.
- 2) Supervisors shall insist on employees observing and obeying every rule, regulation, and order as is necessary to the safe conduct of the work, and shall take such action as is necessary to obtain observance.
- 3) Anyone known to be under the influence of drugs or intoxicating substances, which impair the employee's ability to safely perform the assigned duties, shall not be allowed on the job while in that condition.
- 4) Horseplay, scuffling, and other acts which tend to have an adverse influence on the safety or well being of the employees are prohibited.
- 5) Workers shall not handle or tamper with any electrical equipment, machinery, or air or water lines in a manner not within the scope of their duties, unless they have received instructions from their supervisor.

# Reporting Unsafe Conditions and Work Related Accidents and Injuries

• Contact R&T Staffing immediately if you are asked to perform duties other than those specified by your assignment.

- Report any unsafe conditions immediately to your on-site client supervisor as well as your R&T Staffing Personnel Coordinator.
- Notify your on-site client supervisor and ask for instructions if you are unsure of any job task you are asked to perform.
- Notify your on-site client supervisor if you observe another employee engaged in an unsafe act.
- Report any accident or injury that resulted from your job-related duties to your on-site supervisor and seek first aid. The injury shall be reported to your on-site client supervisor no later than the end of the shift on which you suffered the injury. Also, contact the R&T Staffing office immediately by using office voicemail and under any circumstances by no later than the end of your shift to report any work related injury.
- All employees are advised of their right to access relevant exposure and medical records which the Company is required to maintain under OSHA's Access to Exposure and Medical Records and Record-keeping standards, or similar state requirements. This includes injury and illness records (i.e., OSHA 300 Logs). See HR for more information.
- Employees have the right to report work-related injuries and illnesses.
- R&T Staffing is prohibited from discharging or in any manner discriminating against employees for reporting workrelated injuries and illnesses.

#### **Emergency Procedures**

The on-site client supervisor will inform you of the location of emergency exits as well as evacuation assembly points. In the event of an emergency, follow the instructions of your on-site client supervisor. Do not use fire extinguishers or other fire fighting equipment nor become involved in rescue operations.

#### Emergency 911

To report emergencies, Contact your supervisor or Dial 911 This number will provide access to fire, police, ambulance, or emergency services.

# Proper Lifting and Carrying

# Lifting & Carrying Do's

- Do use approved lifting techniques: face the load, make sure your feet are on level firm ground, bend your knees, grasp the load securely, and raise the load keeping your back as straight as possible.
- Do use the leg muscles to lift the load, never the back.
- Do warm up stretches before lifting, especially after any period of inactivity. Many back injuries can be prevented this way.

# Lifting & Carrying Don'ts

- Do not lift while your body is twisted, especially the lower back.
- Do not block your vision with the load, especially while moving.
- Do not lift more than 25 pounds unassisted.

#### Office Safety Rules

Although offices are relatively safe workplaces, accidents do occur, and usually in two main categories: Slip/Trip/Falls and Lifting.

- o Wear safe shoes to work, low heels, and closed toes.
- Keep floor areas around your workstation free of boxes, extension cords, loose rugs, spilled liquids or other slip or trip hazards.
- o Keep desk and file drawers closed when not in use. o Always walk, do not run. Use handrails on stairs or ramps. o Never climb on top of desks, chairs, or shelves. Use the proper stepladder or ask for assistance.
- o Avoid lifting loads over 40 lbs. in weight. If lifting is required, use the safe lifting procedure with a straight back, bend at knees, firm grip, and lift with legs.
- o Never try to move heavy office furniture by yourself. Get help.
- Avoid bending at the waist or excessive twisting of the back turn your feet in the direction you want to go and use the safe lifting procedure.
- o Know the location of first-aid kits, fire extinguisher, and how to report fires or accidents or other emergencies.

#### **Questions/Comments/Concerns**

Should you have any questions, comments, or concerns, contact a R&T Staffing Consultant or one of the Managing Members.

#### **R&T STAFFING LLC**

WWW.RANDTSTAFFING.COM

#### RECEIPT OF EMPLOYEE HANDBOOK EMPLOYEE ACKNOWLEDGEMENT

I acknowledge that I have reviewed the Company's Temporary Employee Handbook, which is available to view and download on the www.randtstafffing.com. The Handbook contains important information on the Company's policies, procedures, safety, and training. I understand and agree that the policies described in the handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between the Company and me is at-will and can be terminated by the Company or me at any time, with or without cause or notice.

Furthermore, the Company has the right to modify or alter my position, or impose any form of discipline it deems appropriate at any time. Nothing in this handbook is intended to modify the Company's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and the Company's Managing Members.

This is the entire agreement between the Company and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. I understand that, with the exception of the at-will employment policy, the Company reserves the right to make changes to its policies, procedures and benefits at any time at its discretion. I further understand that the Company reserves the right to interpret its policies or to vary its procedures, as it deems necessary or appropriate.

You must read and understand all the components of this handbook. Before signing, if there are any areas, you do not understand, please have the Company's office staff explain them to you. By signing this handbook, I acknowledge that I have read this handbook and that it has been explained to me. Any safety and training materials in this handbook have also been reviewed with me.

Print Name		Employee
Signature	Date	Employee
R&T Staffing Representative	Date	