



WORKFORCE STRATEGIES, INC.
POLICIES & PROCEDURES



WELCOME TO WSI

We are happy that you have decided to join the staff of professionals at WSI. We select only the most qualified personnel to represent WSI. As a member of the WSI team, you will be representing WSI at the companies we place you with, and it is our responsibility to find the right assignment for you. Your success depends on your best efforts and ours. The following information will assist you in working with WSI. This Booklet supersedes any and all other employment booklets, handbooks, manuals, policies, procedures, understandings and standards, written or oral, express or implied.

These policies are not to be construed as contractual in nature, but are provided to assist you throughout your employment with WSI. WSI reserves the right to modify or discontinue, without notice, any policy, practice or benefit plan, and nothing contained in this Booklet shall give any associate a right to the continuation of any policy, benefit, or procedure which WSI chooses to modify, alter, or discontinue. Please review the information carefully and keep it for future reference. You should also carefully review any policies or procedures provided by the client to whom you are assigned. If those policies are more strict than the policies contained in this Booklet, those policies will control.

ASSIGNMENTS

As assignments become available, we will contact those persons whose skills and availability match our clients' needs. A WSI Account Coordinator will call you and provide you with the job description and skills needed, location, pay, start date and hours required for the position. If you choose to accept the position, you will be asked to come to the WSI office for an orientation. At the orientation you will be provided with all the necessary information to fill the position including dress code, directions and any additional information that you will need to succeed in your assignment.

It is your choice to accept or refuse the assignment. If you accept the assignment, WSI expects you to complete the entire assignment. Failure to do so will impact your future opportunities with WSI.

WSI expects you to treat your assignment as you would a regular full-time position. The company may decide to hire you for a full-time position based upon your performance during your assignment. You must give at least seven (7) days' notice if you are currently on assignment and feel that it is a wrong fit, or if you find other work.

WSI expects you to report 15 minutes prior to the start of your first scheduled work day and 5 minutes prior for the remainder of your assignment unless instructed otherwise by your supervisor/manager. We expect you to be neat in your dress. We will inform you of any special dress codes or safety equipment needed at your orientation.

Be courteous and friendly. You represent WSI to our clients, and therefore, you are our best "salesperson." Our clients' satisfaction means that we may have more assignments to offer in the future.

Your supervisor/manager at your assignment will provide you with further details. If you do not understand how to do something, please ask. Your supervisor/manager will be much happier with you if you ask instead of guessing.

WSI expects you to follow the clients' rules, procedures, and regulations on their premises including returning from lunch and breaks on time. Personal use of company equipment (i.e. phones, computers, and any other piece of equipment designated by your supervisor/manager) is prohibited.

REMEMBER, WSI is your employer. If you have a question or concern, call your Account Coordinator.

All associates of WSI are AT WILL. This means that you are free to terminate your employment with WSI at any time and for any reason and, likewise, WSI may terminate your employment at any time, with or without notice, and with or without cause or reason. No associate, agent or other representative of WSI has any authority to enter into any agreement for employment for any specified period of time or to make any agreement or representation, orally or in writing, which alters, amends, or contradicts the provisions of this Policy.

WSI is not responsible for any personal items left at our clients' facilities. WSI requests that you DO NOT take any valuable personal items to your assignment, including cell phones.

ATTENDANCE POLICY

It is your responsibility to contact your WSI representative immediately of your assignment ending. WSI will need to know that you are no longer on assignment and are available for work. Your failure to do so may affect any claim you

may have for unemployment benefits.

WSI understands that absences occur. Excessive absences, however, interfere with the operation of our clients' businesses. Our clients depend upon our associates being on time and showing up every day for work. Your absence may result in us having to place another person on your assignment to meet our clients' demands. Please review the following attendance policy and any attendance policy provided at your assignment carefully. If the assignment has more strict rules relating to attendance than this policy, you must comply with the assignment's rules.

Report to your assignment five (5) minutes before the start of your scheduled shift to clock in and be ready to work at the assigned time.

If you are going to be late or absent, you must contact your WSI Account Representative at least two (2) hours before your scheduled shift, or as soon as you become aware of any problem that will result in your being late or absent.

Your failure to call in to report being either late or absent may result in your assignment ending. This means that you will be considered a "voluntary quit" on that assignment and someone else may replace you on that particular assignment. **One (1) "no call no show," without a doctor's note, may result in your termination from WSI.**

Any illness that prevents you from working for three (3) or more consecutive days may require a note from your doctor before you are able to return to work.

In the event that an associate leaves the job assignment without notifying a supervisor/manager at the job location or a WSI representative prior to leaving, it will be considered as a Job Abandonment without notice.

DRUG & ALCOHOL POLICY

WSI is a Zero Tolerance workplace. It is the policy of WSI to provide a drug and alcohol-free environment for our clients and our associates. Any associate having alcohol, controlled substances or illegal drugs, according to Federal, State and/or local laws in his/her system can or will be discharged.

For purposes of this policy, "illegal drug" means any drug or controlled substance, the possession or use of which is unlawful, pursuant to any Federal, State, and/or local laws and regulations in the United States. Examples include street drugs such as cocaine, opiates (heroin, etc.), and phencyclidine and controlled substances such as amphetamines, methamphetamines, marijuana, and barbiturates. **Medical and recreational marijuana is also considered a controlled substance under this policy and is strictly prohibited regardless of whether an associate has a registration card.**

The following constitutes prohibited conduct for which an associate may be subject to discipline up to and including discharge:

- a. Possessing, using, selling, distributing, preparing to distribute, or offering to sell illegal drugs, controlled substance or alcohol while on WSI and/or client time or property.
- b. Using a prescribed drug for purposes other than those for which the drug was prescribed or not in the prescribed manner while on WSI and/or client time or property. If you are using prescription and/or over-the-counter drugs/medications that may affect your ability to safely perform your job, you must report such use to your supervisor/manager (or his/her designee) prior to starting your shift.
- c. Reporting to work, or otherwise being on WSI and/or client time or property while having illegal or non-prescribed drugs, controlled substance including marijuana and/or alcohol in your system.

WSI may conduct a drug test for any of the following reasons:

A. Pre-Employment. WSI may require pre-employment substance testing. If an offer of employment is made, it will be considered a conditional offer, contingent upon the results of the candidate's test. If the drug screen test indicates a positive result, the offer of employment will be withdrawn and the candidate must wait a minimum of thirty (30) days before re-testing for an assignment.

B. Post-Accident. An on-the-job injury or accident may result in a substance abuse test being performed if we have reason to believe drugs and/or alcohol were likely to have contributed to the accident. If an associate refuses the test or fails to timely inform WSI of an on-the-job injury or accident to avoid testing (unless the injury/illness builds over time, has a latency period, or doesn't initially appear serious until later), the associate will be deemed to have refused the test and will be terminated from employment with WSI. This provision is not intended to interfere with the provision of emergency medical treatment where

such is necessary. However, the need for immediate medical treatment will not excuse an associate from being subject to drug and alcohol testing if reasonable suspicion occurs (see Reasonable Suspicion below).

C. Reasonable Suspicion. If WSI and/or a client's supervisory personnel have reasonable suspicion that an associate has reported to work or is working after having consumed or otherwise ingested an illegal/controlled substance or alcohol, an alcohol and/or drug test will be performed. If the test proves positive for an illegal/controlled substance or alcohol, the associate will be terminated from employment with WSI due to a violation of WSI's Drug and Alcohol policy. Reasonable suspicion is based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the associate. When inappropriate drug or alcohol use is suspected, the basis for the suspicion will be documented and provided to the Operations Manager, Account Manager or designee who is responsible for determining the proper course thereafter. WSI will take reasonable steps to assure that associates who are authorized to make a determination regarding conduct or behavior suspicious of drug or alcohol abuse have training in the detection of such indicators.

If the determination is made that there is reasonable suspicion that the associate has reported to work or is working after having consumed or otherwise ingested drugs and/or alcohol, the associate will be taken either to a medical facility for testing or brought to the nearest WSI office for testing in accordance with WSI's policies and procedures. The associate may not transport themselves for testing.

An associate refusing either test will be terminated from their employment with WSI. A positive test will result in the termination of employment with WSI.

D. Random. WSI may require random substance testing. If an associate refuses the test, fails to timely report for the test, or tests positive, s/he will be terminated from employment with WSI.

Alcohol/Drug Testing Procedure

An associate or candidate for employment who is required to undergo testing will be instructed by WSI as to where they need to report for such testing.

It is the associate's responsibility to inform WSI of any medications s/he is presently taking that they believe may affect a test result. **This information should be provided at the time the associate begins to take the medication. An associate should not wait until they are required to take a substance test to provide such information to WSI.**

At the time of the drug/alcohol test, the associate must provide valid photo identification which will be used to verify identity prior to the testing. The privacy and integrity of the candidate will be maintained at all times. Refusing to submit to a test will be considered insubordination, will be deemed a positive test, and will result in immediate discharge. The following actions constitute a refusal to submit to a drug/alcohol test:

- a. failing to appear at a collection/testing site when directed to report;
- b. failing to remain at the collection/testing site;
- c. failing to provide a sufficient urine, saliva or breath specimen;
- d. failing to permit a monitored or observed urine collection or otherwise refusing to follow instructions during the monitored or observed collection/testing process;
- e. failing or declining to take an additional drug test WSI or the collector/tester has directed;
- f. failing to cooperate with any part of the collection/testing process;
- g. possessing or wearing a prosthetic or other device that could interfere with the collection/testing process; and
- h. having an adulterated or substituted specimen.

A positive test result while on assignment will result in the termination of the assignment and employment with WSI.

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

CRIMINAL HISTORY POLICY

WSI and its clients reserve the right to review an individual's criminal history and obtain a background investigative report when being considered for candidacy as an associate. WSI will undergo an individualized assessment to determine whether the person's criminal background check will preclude employment. As part of that assessment, WSI will consider a variety of factors, including, but not limited to:

- The nature and gravity of the offense and its relationship to the job sought;
- The facts or circumstances surrounding the offense or conduct;
- The number of offenses for which the individual was convicted;
- Age at the time of conviction, or release from prison;
- Evidence that the individual performed the same type of work, post conviction, with the same or a different employer, with no known incidents of criminal conduct;
- The length and consistency of employment history before and after the offense or conduct;
- Rehabilitation efforts, e.g., education/training;
- Employment or character references and any other information regarding fitness for the particular position; and
- Whether the individual is bonded under a federal, state, or local bonding program.

A client may have further restrictions regarding criminal background.

EEO POLICY

WSI is an equal opportunity employer and pledges equal opportunity for all of its associates and applicants. All aspects of employment decisions will be made on the basis of merit, competence, experience and qualifications and are not influenced or in any manner affected by race, color, religion, sex, age, national origin, disability/handicap, height, weight, marital status, familial status, veteran status, genetic information, citizenship or any other status protected by law. WSI will, however, hire only those individuals who are legally authorized to work in the United States.

ACCOMMODATION OF DISABILITIES

WSI is committed to complying with federal and state laws, including the American with Disabilities Act (ADA), and taking actions necessary to assure equal opportunity in employment for qualified persons with disabilities. Federal and Michigan laws require employers to make reasonable accommodations for protected disabilities of associates and applicants, where the accommodation does not impose an undue hardship on the employer. Associates and applicants may request such as accommodation from their immediate supervisor/manager. Under Michigan law, an associate must notify WSI in writing of the need for accommodation within 182 days of the date the individual knows or should know that an accommodation is needed. Failure to properly notify WSI may preclude any claim that WSI failed to accommodate the individual. WSI treats all medical information and records as strictly confidential.

HARASSMENT, DISCRIMINATION & RETALIATION POLICY

WSI does not and will not tolerate any form of unlawful harassment or discrimination on the basis of any status protected by law. All relationships among persons in the workplace should be business-like and free of unlawful bias, prejudice, and harassment.

Any associate who unlawfully discriminates against or harasses any other associate of WSI, any employee of any client, or any customer, vendor, or visitor, is subject to appropriate discipline up to and including termination.

WARNING: Harassment and discrimination, including sexual harassment and other forms of prohibited conduct, may lead to personal liability. Any person engaged in such conduct may be compelled by a court to pay money damages to victims.

Sexual Harassment

It is against the policy of WSI for any person covered by this policy, male or female, to engage in actions which sexually harass another person, including:

- (a) Making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature; or

- (b) Making submission to or rejection of such conduct the basis for employment decisions; or
- (c) Stating or implying that a particular associate's advances in employment have resulted from the granting of sexual favors or the establishment or continuance of a sexual relationship; or
- (d) Stating or implying that a particular associate's deficiencies in performance are attributable, in whole or in part, to the sex of that person; or
- (e) Commenting on a particular characteristic associated with a particular sex; or
- (f) Creating an intimidating, hostile, or offensive working environment by such conduct that interferes with an associate's ability to perform his or her job.

Complaints of Harassment, Discrimination or Retaliation:

A. Filing. Associates who believe that they have been subjected to harassment, discrimination or retaliation must file an internal complaint. If you would like to file a complaint you may do so by contacting your Account Coordinator or Human Resources. Complaints should be filed immediately after the incident occurs so that they can be promptly investigated and resolved. Complaints should be made regardless of whether the harassment or discrimination was by an employee or associate of WSI, an employee of a client, or a client, customer, vendor, or visitor. Complaints taken by any supervisor/manager must be communicated to the Staffing Coordinator within twenty-four (24) hours.

A sample form for filing a Complaint is included in this Booklet. Additional forms may be obtained from any supervisor/manager and are available from the Staffing Coordinator.

B. Investigation. WSI is responsible for investigating any and all claims of harassment. All claims will be investigated promptly and treated confidentially to the extent practicable. Once the investigation is complete, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of the investigation.

To the extent possible, all complaints will be kept confidential. However, it is the primary goal of WSI to investigate and resolve all complaints. As part of the investigation, it is possible that it will be necessary to reveal certain details and information. It is also possible that the information gathered during an investigation will be subject to subsequent legal or administrative proceedings which will require disclosure of the contents and results of the investigation.

C. Disciplinary Action. If it is determined that inappropriate conduct has been committed by an associate, we will take such disciplinary action as is appropriate under the circumstances up to and including termination. Individuals who knowingly bring a false claim of inappropriate conduct and/or harassment against an individual, and/or falsify information during an investigation, will also be subject to appropriate disciplinary action up to and including discharge.

D. Retaliation. Any form of retaliation against an individual who reports or cooperates in an investigation of a complaint will not be tolerated. Violation will subject the offender to disciplinary action up to and including termination. If you believe you are being retaliated against in violation of this policy, you must file a complaint in accordance with this policy.

LEAVES OF ABSENCE

FAMILY MEDICAL LEAVE

This policy outlines an associate's benefits and rights under the federal Family and Medical Leave Act ("FMLA"). The FMLA makes it unlawful for an employer to interfere with, restrain, or deny the exercise of any right provided under the FMLA, or to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding relating to the FMLA. WSI posts the mandatory FMLA Notice and upon hire provides all new associates with notices required by law.

The function of this policy is to provide associates with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, associates will be afforded all rights required by law. Nothing in this policy, however, gives an associate greater rights to continued employment than the associate would have had if the associate had not taken FMLA leave. The FMLA and its implementing regulations are very detailed. Specific questions regarding this policy

should be directed to the Staffing Coordinator.

1. Eligibility:

To be eligible for FMLA time, you must meet **each** of the following three requirements:

- You must have completed at least 12 months of employment with WSI. The 12 months need not be consecutive. If there is a break in service of seven years or more between earlier employment and your current tenure with WSI, however, the earlier employment will not count except in limited circumstances. In addition, individuals on leave for active military service may be entitled to credit (as time worked) for their time on military leave under certain circumstances; and
- You have worked at least 1250 hours during the 12 months just before the leave. Generally, only time actually worked is counted. Individuals on leave for active military service may be entitled to credit (as time worked) for their time on military leave under certain circumstances; and
- At least 50 associates work within 75 miles of your worksite.

An associate who does not meet all three of these requirements may be entitled to take time off under other policies. The associate will not, however, be entitled to FMLA-protected leave.

2. Types of Leave Covered:

Eligible associates may request FMLA leave for any of the following reasons:

- Serious health condition of the associate that makes the associate unable to perform the functions of his/her position (which may include incapacity due to pregnancy, prenatal medical care, or child birth).
- To care for a spouse, child, or parent with a serious health condition.
- Birth, adoption, or foster care placement of a child in order to care for that child within 12 months of the child's birth, adoption or placement.
- Because of any qualifying exigency arising out of the fact that a parent, spouse, or child is a military member on covered active duty or has been notified of an impending call or order to covered active duty status.
- To care for a covered service member who has or is being treated for a serious injury or illness if the associate is the spouse, son, daughter, parent, or next of kin of the covered service member.

i. "Serious Health Condition" Definition:

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition which involves either an overnight stay at a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with the overnight stay, or continuing treatment by a health care provider for a condition that either prevents the associate from performing the functions of the associate's job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of **more** than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment. Other conditions may meet the definition of continuing treatment. If you are not sure whether your condition qualifies for FMLA leave, you may apply for such leave and, after review of appropriate medical documentation, WSI will advise you of whether you are covered under this provision.

ii. Definition of "Qualifying Exigency"

Qualifying exigencies related to being on active military duty or to a call to active military duty may include addressing issues arising out of a short notice deployment, attending certain military events, arranging for alternative child care, addressing certain financial and legal arrangements, attending certain counseling sessions, spending time with a covered service member who is on short-term temporary rest and recuperation leave, and attending post-deployment reintegration briefings, and caring for the parent of a military member who is incapable of self-care.

iii. Definition of "Covered Active Duty" or "Call to Covered Active Duty Status"

"Covered active duty" or "call to covered active duty status" for members of a **regular** component of the Armed Forces

means duty during deployment of the member with the Armed Forces to a foreign country. “Covered active duty” for members of the **reserve** components of the Armed Forces (including members of the U.S. Army National Guard and Reserves and retired members of the Regular Armed Forces or Reserves) it means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of title 10, United States Code.

iv. *Definition of “Serious Injury or Illness”*

For a **current** service member of the Armed Forces (including the National Guard or Reserves) a “serious injury or illness” that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and renders the member medically unfit to perform the duties of the member’s office, grade, rank, or rating. For a covered **veteran**, a “serious injury or illness” is a qualifying injury or illness that was incurred by the veteran in the line of duty on active duty in the Armed Forces or that existed before the veteran’s active duty and was aggravated by service in line of duty on active duty and that manifested itself before or after the member became a veteran, and that is either (a) a continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member’s office, grade, rank, or rating; (b) a physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and the need for military caregiver leave is related to that condition; (c) physical or mental condition that substantially impairs the veteran’s ability to work because of a disability or disabilities related to military service, or would do so absent treatment; or (d) an injury, including a psychological injury, on the basis of which the veteran is enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

v. *Definition of “Covered Service Member”*

A “covered service member” is a current member of the Armed Forces (including National Guard and Reserves) who as the result of a serious injury or illness is (a) on the temporary disability retired list; (b) undergoing medical treatment, recuperation, or therapy for the serious injury or illness; or (c) assigned to a military medical treatment facility as an outpatient or otherwise be receiving outpatient care at a unit established for members of the Armed Forces. This provision also applies to veterans (including a member of the National Guard or Reserves) who was discharged or released under conditions other than dishonorable within the five-year period before the family first takes military caregiver leave to care for the veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

3. Maximum Leave:

- An eligible associate is entitled to 12 total weeks of Family & Medical Leave in a “rolling” 12-month period measured backward from the date of any FMLA leave usage.
- The length of time allowed for leave for qualifying exigencies will depend on the type of qualifying event.
- Where leave is necessary for the care of a covered service member with a serious injury or illness, leave may be taken for up to 26 weeks during a single 12-month period beginning with the first date of leave.
- For a serious health condition of the associate or a family member, when medically necessary, the leave may be intermittent or result in a reduced work schedule. In addition, leave for “qualified exigencies” may also be taken on an intermittent or reduced leave schedule basis.
- For childcare after birth or adoption, any leave must be taken within 12 months of the birth/adoption date. If a part time schedule is desired, the company must agree and approve the schedule in advance.
- For an intermittent leave or reduced schedule, under certain circumstances the company may temporarily transfer you to an available position with equivalent pay and benefits if it would better accommodate the intermittent/reduced schedule.
- Whenever possible, you must schedule intermittent leave or reduced schedule leave that will create the least disruption to WSI’s operations.
- Total time off for a leave taken as a reduced leave schedule leave or intermittent leave may not exceed 12 weeks (or 26 weeks where applicable) in the applicable 12-month period.

- Spouses who are both employed by WSI may be limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken for birth of the associate's son or daughter or to care for the child after birth, for placement of a son or daughter with the associate for adoption or foster care or to care for the child after placement, or to care for the associate's parent with a serious health condition. Similarly, a husband and wife who are both employed by WSI may be limited to a combined total of 26 weeks of leave during the applicable 12-month period to care for a covered service- member with a serious injury or illness.

4. Pay, Benefits, and Responsibilities During Family & Medical Leave:

- FMLA time is unpaid.
- Associates must use their accumulated paid time off, if any, as part of, and to cover FMLA leave.
- In cases of associate personal illness/injury, Workers' Compensation or Disability pay may apply during part or all of the FMLA absence, depending on plan provisions and circumstances of the case. Qualifying for workers compensation or disability benefits does not extend your leave beyond the 12-week (or 26-week where applicable) period.
- During FMLA leave, company paid benefits continue for any associate who was eligible for the benefits prior to the leave. During unpaid portions of the leave, those associates must continue to pay any associate insurance premiums that are normally paid through payroll deduction, in order to maintain coverage. If an associate's payment for their health care premium is more than 15 days late, WSI will notify them in writing. The associate's health care insurance coverage will be cancelled if the premium payment is more than 30 days late. Thereafter, associates may have the opportunity to continue health insurance at their own cost under the COBRA law, if applicable. WSI will provide payment instructions when FMLA leave is approved.
- WSI may recover its share of premiums paid to maintain an associate's health benefits during FMLA leave if the associate fails to return to work after the FMLA leave expires for a reason other than the continuance, recurrence, or onset of a serious health condition, or for other circumstances outside the control of the associate.

5. Procedure for Requesting Leave:

If you believe that you are entitled to take FMLA leave, you must do the following:

- *Foreseeable Absence*

In the case of a foreseeable absence (such as, when leave is taken for the birth of a child, to care for the child within twelve (12) months after the birth, or for planned medical treatment(s)), the associate must provide **not less than thirty (30) days' notice before the leave is to begin**. If 30 days' notice is not practicable, then you must provide notice as soon as is practicable. If the dates of the leave change, you must advise WSI of such a change as soon as practicable. Notice of requests for FMLA leave should be in writing when circumstances permit and directed to the Staffing Coordinator. In the notice/request, you must provide WSI with sufficient information to understand that you have a condition which qualifies for FMLA leave and must let WSI know the anticipated timing and duration of the leave. This information may include that you are unable to perform your job functions, that a family member is unable to perform daily activities, that hospitalization or continuing treatment are necessary, or the circumstances support the need for military family leave.

- *Unforeseeable Absence*

When the absence cannot be foreseen, you must provide the necessary notice described above as soon as practicable upon learning of the need for leave. While such notice can be provided verbally, it must include the same information necessary for WSI to understand that the request is for FMLA leave. **You will be expected to follow and comply with WSI's normal call-in procedures and notice requirements.** Calling in "sick" will not be sufficient notice to trigger FMLA benefits or protections.

6. Medical Certification Requirements:

- Once you request FMLA leave, you will be advised of your eligibility for such leave. You may also be required to provide certain information, such as medical certification, to determine whether you have a qualifying reason for FMLA leave. This certification must be provided to WSI within 15 days after it is requested and must include the date the condition began, its probable duration, appropriate medical facts within the knowledge of the health care provider regarding the condition, and a

statement the associate is unable to perform his/her job function or is needed to care for a sick family member for a specified time. An associate must obtain the appropriate certification form(s) from the Staffing Coordinator.

- The company may request a second opinion on certification, with the doctor selected and paid for by the company. If the first two opinions disagree, the company may require a third binding opinion, the doctor selected mutually by the company and associate and paid for by the company.
- During a medical leave, subsequent recertification may be required on a reasonable basis.

FAILURE TO PROVIDE NOTICE OF THE NEED FOR FMLA LEAVE OR TO PROVIDE THE NECESSARY DOCUMENTATION SUPPORTING THE LEAVE WITHIN THE TIME REQUIRED MAY RESULT IN YOUR FMLA LEAVE BEING DELAYED OR DENIED ALTOGETHER.

7. Return from Leave:

- After an FMLA leave, you will return to your original position, or an equivalent position, with the same status, pay, benefits, and other employment terms as before your leave began.
- A medical provider statement of release to work (i.e., “fitness-for-duty”) shall be provided by the associate to WSI prior to the associate returning to work after FMLA-qualifying leave. The associate is to report to his/her supervisor/manager before beginning work.

8. Miscellaneous Provisions:

- During the time an associate is off work on FMLA leave, he/she shall have no other employment. Thus, an associate on FMLA leave or any other medical leave is not allowed to work for another employer, including self-employment, during the leave of absence.
- Associates who knowingly misrepresent facts in order to be granted FMLA leave may be subject to discipline, up to and including termination.
- Absent extraordinary circumstances or other reasons protected by law, an associate who fails to return to work on the first business day after the expiration of the FMLA leave period will be considered a voluntary quit.

NON-FMLA MEDICAL LEAVE OF ABSENCE (MLOA)

Associates may request an unpaid medical leave of absence if physical or mental conditions (e.g. serious illness, pregnancy complications, child birth or related medical conditions, disability, etc.) necessitate time away from work and the associate is not eligible for FMLA leave or has exhausted his/her FMLA leave.

- a. Procedure.** A request for a medical leave of absence must be submitted in writing to the Staffing Coordinator as early as possible (preferably at least 30 calendar days prior to the desired time off). In the request you should specify the dates, requested length, and other useful information.

You must also include with your request form a physician’s supporting written statement explaining (to the Company’s satisfaction) the basis for the requested leave and why he/she believes you need a medical leave of absence (i.e. why you cannot perform your current job). Your physician should specify whether you are:

- “totally disabled” and unable to perform *any* work
- if not “totally disabled,” can you perform your job’s essential functions despite your “disability”
- if not, what are your restrictions (your restrictions *must* be explained in detail)

If you are “totally disabled,” we will look to an appropriate MLOA. If you are not “totally disabled,” the Company may attempt to reasonably accommodate your condition, thereby allowing you to continue working in your current or an alternative position. If unable to reasonably accommodate your restrictions, we will again look to an appropriate MLOA.

The Company may also, at its expense, require a second physician’s opinion. If the second opinion is contrary to

your physician's opinion, the parties will pick a mutually agreeable third physician to review your condition (at the Company's expense). In such cases, the Company and associate agree that they will abide by the third physician's opinion. If the doctors reach a consensus that the associate is "totally disabled," or place restrictions on the associate which the Company cannot "reasonably accommodate," the period of MLOA shall be deemed to have commenced on the date of the associate's doctor's diagnosis.

- b. Length.** Like FMLA leave, the associate will, as part of a MLOA, first be required to exhaust any accrued and available paid time off. Upon exhaustion of the foregoing, any remaining portion of the MLOA will be unpaid, unless you qualify for Worker's Compensation or Short-Term Disability benefits. A MLOA will be limited to the period of actual inability to work, but may not exceed the period in which the Company can reasonably accommodate the leave of absence without incurring an undue hardship.
- c. Compliance and Return.** Subject to the terms, conditions, and limitations of the applicable plans, WSI will continue to provide the associate access to health insurance for the first 30 days of an approved medical leave. Thereafter, an associate will be accorded his/her COBRA continuation rights (if applicable) in order to continue his/her health insurance coverage during the MLOA. An associate who fails to comply with the conditions accompanying his/her leave (e.g. periodically reporting in, additional physician's statements, etc.), or who fails to return to work at the designated time (the associate must present a physician's written certification releasing him/her to return to work and setting forth any restrictions), or who fails to return within the time period during which the Company can reasonably accommodate the leave of absence, will be separated from employment. A returning associate will be reinstated if there is a vacant position which he/she is able to perform, and for which he/she is qualified. If you are released by your physician to return to work after the date required by the Company, you will have to reapply as a new hire.

MILITARY LEAVE

An associate who is required to participate in annual military training programs or who is called up during short term civil or national emergencies, or who leaves work to serve in the military, will receive unpaid time off from work, as provided by federal law. Upon receiving your orders, you must immediately notify and make arrangements with your supervisor/manager.

WSI abides by all regulations and laws regarding the employment rights of those serving in the armed forces, as well as those returning from military service.

RULES OF CONDUCT

To promote and preserve a safe, productive and pleasant work environment, the following rules have been established to enhance the individual rights of each associate and ensure the smooth operation of WSI.

Listed below are examples of the type of conduct that is prohibited. This list is not all inclusive, but is representative of standard rules of conduct in our industry.

Violations of any of the following will result in disciplinary action up to and including termination of employment.

1. Insubordination. Neglect of duty or refusal to comply with the WSI's or the client's instructions.
2. Excessive absences or tardiness.
3. Leaving work prior to completion of your work assignment without the permission of your supervisor/manager or a WSI and/or client official.
4. Restricting production, engaging in a work slowdown, or influencing others to do so.
5. Not performing your assignments while on duty. Sleeping, dozing, loitering, gambling or soliciting on WSI and/or client time or property.
6. Discourtesy towards customers and the public. Associates shall act courteously and conduct themselves in a reasonable and professional manner to customers, and the public at large at all times. Associates shall not make derogatory or inflammatory remarks, or use obscene gestures or abusive language.
7. Threatening, intimidating, coercing or otherwise interfering with the job performance of fellow co-workers or visitors.

8. Posting, removing, or defacing any matter on WSI or client bulletin boards, equipment, property or products without proper authorization.
9. Possession of a firearm or other deadly weapon on WSI or client time or property (including concealed weapons for which you possess a permit).
10. Dishonesty of any kind or nature (including the falsification of WSI or client records).
11. Deliberate or careless conduct endangering the safety of yourself or others. This includes reckless or unsafe driving, horseplay or coercion, and the provocation, instigation or participation in a fight during working hours or on WSI or client property.
12. Failure to report any accidents, bodily injuries, property damage and the corresponding completion of the proper documentation in a timely manner.
13. Failure to comply with all safety procedures, including OSHA/MIOSHA regulations, including the improper wearing of, or refusal to wear, uniforms and protective equipment provided by WSI or the client.
14. Failure to report malfunctioning items or repairs. Conduct which causes an abnormal amount of repairs to WSI or client equipment or facilities.
15. Unauthorized disclosure of business secrets, client information, or confidential information.
16. Violating the Drug and Alcohol Policy
17. Theft of property belonging to a co-worker, customer, visitor, client, etc., or WSI; includes embezzlement and/or other criminal activity.
18. Misuse of WSI or client telephones, computers, fax, equipment, etc.
19. Striking or threatening another associate, client, customer, visitor, etc., or engaging in any other physical violence or intimidation at any time (including when you are not on WSI or client premises or time).
20. Any corporate loss based on your misconduct or negligence. Causing damage to WSI or client property or causing WSI or the client to incur unnecessary expense due to the associate's abuse or misuse of WSI or client property, and/or due to the associate's inappropriate or improper conduct.
21. Unlawful harassment, discrimination or retaliation.
22. Any other violation of any WSI or client policy or procedure.

IF YOU ARE INJURED

WSI understands that injuries while at work do occur. WSI's workers' compensation philosophy is to (a) offer quality medical care, promoting rapid and maximum recovery, and minimal disruption to injured associates' personal and work lives; (b) provide fair evaluations and prompt payments of benefits to injured workers based on careful evaluation of all the facts; and (c) encourage associates to return to work.

If you are injured while on an assignment, call WSI immediately, no later than one (1) hour post-accident. This will enable us to ensure you receive appropriate medical attention. Failure to notify WSI immediately of injury may cause your benefits to be delayed or denied unless the injury/illness builds over time, has a latency period, or doesn't initially appear serious until later.

ASSOCIATE BENEFITS

Referral Bonus - WSI offers referral bonuses. WSI continuously reviews and updates its referral bonus plans. Contact your local office for current plans offered.

Holiday Pay – Associates are able to use any accumulated Paid Time Off to supplement work missed due to a Holiday.

Associates must request the usage of PTO in order to have it paid out.

Paid Time Off (PTO) – Every associate earns one day of PTO (8hrs) for every 500 hours of employment with WSI. Paid time off can be accumulated in the year (i.e. if an associate has worked for 2,000 hours, they are entitled to 4 PTO days). However, PTO can only be taken one day at a time and in increments of 4 or 8 hours unless used concurrently with time off under the FMLA. This means that an associate cannot take PTO days consecutively. Additionally, associates can request to be paid for one day of PTO on a day they are working. Unused PTO hours cannot be carried over to the next year (i.e. each year is equal to the successive 12 months beginning with the associate's start date). Upon termination of employment (whether voluntary or involuntary but does not pertain to gaps in between assignments), any unused PTO will not be paid. Paid time off must be scheduled with the approval of your WSI supervisor/manager, and in some cases, your client supervisor/manager. This should be scheduled as far in advance as possible, and will be granted on a first-come, first-served basis.

PAY

WSI is your employer. We are responsible for calculating your earnings, deducting the required taxes and any other authorized deductions, and issuing your pay. In order to ensure that you receive your check in a timely manner, you must punch in and out each shift and place your timecard in the location designated by your supervisor/manager, if applicable.

Payday is each Friday following the week you work. Remember, your timecard is your responsibility. To ensure that you are paid on time, you must turn in a complete and accurate timecard timely. Failure to timely turn in your timecard may result in delay in payment of your wages and discipline up to and including discharge.

Under no circumstances will there be salary advances. It is your responsibility to keep your address current with WSI. Should you lose a check or paycard, or fail to inform WSI of a change of address and a check or paycard is not received, and you want a special replacement payroll issued, you will be required to sign an authorization allowing WSI to deduct from your pay a fee in the amount charged by WSI's bank to issue a replacement check or paycard. If you do not wish to sign such an authorization or pay such a fee, then the payment will simply be issued to you on the next regular payroll date.

From time to time, you may be required to work overtime or additional hours beyond your regular schedule. When such additional work is requested, your full cooperation is required. Unless you qualify as exempt under the federal Fair Labor Standards Act, all hours worked in excess of forty (40) in one week will be paid at the rate of one and one-half (1 ½) times your base rate of pay. Overtime is paid only for hours actually worked. Paid but non-working time such as holidays, paid time off, or other paid, non-working time will not count toward overtime calculations. Overtime hours must be authorized in advance by your supervisor/manager. Working unauthorized overtime may result in disciplinary action.

Your payroll check will itemize all deductions from your gross pay. Other than mandatory state and federal withholdings, such as taxes, FICA, social security, etc., no deductions will be taken from your earnings except those expressly authorized by you or by court order. WSI prohibits improper pay deductions and will reimburse you for any errors in pay. Please check your paycheck carefully. If you believe that there has been an error in your pay or that wages were improperly deducted from your paycheck, you must inform the Staffing Coordinator immediately.

SOCIAL MEDIA

WSI understands that various commentaries, discussions, and debates occur online every day. The Internet and social media websites are constantly changing the way such communications occur and information sharing is now easier, and faster, than ever.

This Social Media Policy is intended to assist associates in responsible, safe and appropriate use of social media. You are expected to comply at all times with this policy and any associate who deviates from this policy may be subject to disciplinary action up to and including discharge. This policy does not prohibit associates from discussing their wages, hours and terms and conditions of employment online and WSI will not interpret or apply this policy in any manner that would interfere with associate rights under the National Labor Relations Act.

The following standards apply to the online activities:

1. **You are Responsible for Your Actions.** You are personally responsible for the content of anything that you post or otherwise communicate online. Always exercise common sense and good judgment and remember that once something is posted on the Internet, it can never be fully erased. WSI's policies as stated in this Handbook apply to associates' online behavior and violations of those policies will result in discipline up to and including termination, where appropriate.

2. **Do Not Make Statements On Behalf of The Company Without Explicit Authorization.** No associates are authorized to make comments, post on blogs, or other postings on the Internet on behalf of or that are attributed to WSI without prior, formal, written authorization from the Staffing Coordinator. This includes any claim, whether explicit or implied that the associate is authorized to speak on behalf of WSI.
3. **Be Conscious of How You May Be Perceived.** When you identify yourself as a WSI associate, your statements and communications on the Internet may be viewed (whether related to WSI or not) as WSI-sponsored. Because of the potential for misunderstanding, should you choose to reference WSI in the context of an Internet posting, you must prominently and appropriately identify the posting as an expression of your individual views. For example, if you post a blog that references WSI in any manner, you should include at the beginning of the post a disclaimer such as: "The views expressed in this blog are my personal views and they do not represent the views or opinions of WSI in any way." Also, be sure that all of your online statements and communications are consistent with your work and with WSI's values and professional standards.
4. **Never Infringe on Third-Party Rights.** WSI prohibits posting or communicating anything that may be subject to a third-party right such as a copyright, trademark, logo, patent, rights of publicity or other third-party right. Also, you must respect other's rights of privacy.
5. **Never Reveal Non-Public Company Business or Information.** You may never post or reveal online any non-public WSI or WSI client information or any non-public information disclosed by a third-party to WSI. Your compliance with all policies about non-public information is required at all times. Neither this policy nor any other WSI policy prohibits associates from speaking about their wages, hours and terms of conditions of employment.
6. **Be Aware of Your Unintended Audience.** Often people post things online with the intention that they only be viewed by friends and family. However, it is impossible to completely insulate information published online from unintended access. Please keep in mind that it is always possible that your colleagues and supervisors/managers, as well as WSI's clients, may gain access to something that you post online.

SOCIAL SECURITY NUMBER PRIVACY POLICY

It is the policy of WSI to protect the privacy of social security numbers ("SSNs") used by WSI to identify associates in the course of business. WSI and every associate of WSI shall ensure, to the greatest extent possible, the confidentiality of every SSN used in the course of WSI's business.

- A. Except as provided in section (2), you may not do any of the following with the SSN of an individual:
 1. Publicly display more than 4 sequential digits of the SSN.
 2. Use more than 4 sequential digits of the SSN as the primary account number for an individual.
 3. Visibly print more than 4 sequential digits of the social security number on any identification badge or card, membership card, or permit or license.
 4. Require an individual to use or transmit more than 4 sequential digits of his or her SSN:
 - a. over the internet or a computer system or network unless the connection is secure or the transmission is encrypted.
 - b. to gain access to an internet website or a computer system or network unless the connection is secure, the transmission is encrypted, or a password or other unique personal identification number or other authentication device is also required to gain such access.
 5. Include more than 4 sequential digits of the SSN in or on any document or information mailed or otherwise sent to an individual if it is visible on or, without manipulation, from outside of the envelope or packaging.
 6. Include more than 4 sequential digits of the SSN in any document or information mailed to a person, unless any of the following apply:
 - a. State or federal law, rule, regulation, or court order or rule authorizes, permits, or requires that a SSN appear in the document.
 - b. The document is sent as part of an application or enrollment process initiated by the individual.

c. The document is sent to establish, confirm the status of, service, amend, or terminate an account, contract, policy, or associate or health insurance benefit or to confirm the accuracy of a SSN of an individual who has an account, contract, policy, or associate or health insurance benefit.

d. The document is mailed by or at the request of an individual whose SSN appears in the document or information of his or her parent or legal guardian.

B. Section (1) does not apply to any of the following:

1. A use of more than 4 sequential digits of a SSN that is authorized or required by state or federal statute, rule, or regulation, by court order or rule, or pursuant to legal discovery or process.

2. The provision of more than 4 sequential digits of a SSN to a title IV-D agency, law enforcement agency, court, or prosecutor as part of a criminal investigation or prosecution.

If you have a need to use or disclose a SSN, but doing so would violate this policy, you should consult with the Staffing Coordinator to determine whether an applicable exception to such use or disclosure may apply.

C. It is not a violation of section (1) (b) or (g) to use more than 4 sequential digits of a SSN if the use is to provide or administer associate or health insurance or membership benefits, claims, or retirement programs or to administer the ownership of shares of stock or other investments.

D. The use or disclosure of an individual's SSN in violation of this policy is strictly prohibited, and may subject you to discipline, up to and including termination from employment, and criminal penalties and/or civil damages if done intentionally.

E. Only those persons using SSNs in the course of appropriate business activities shall have access to SSNs and/or to documents that contain SSNs. If you do not require an individual's SSN or need to access a document or documents containing an individual's SSN for a legitimate business activity, you are prohibited from accessing such SSNs and documents.

F. Documents containing SSNs or other confidential information shall be disposed of by shredding; either by an associate of WSI, or by a service specifically contracted to do such work and subject to this policy or its equivalent.

We are happy that you have decided to join the staff of professionals at WSI. We select only the most qualified personnel to represent WSI. We want to make your employment with WSI both positive and successful. Any questions you may have regarding this handbook can be addressed with your Staffing Coordinator.

**COMPLAINT REGARDING HARASSMENT,
DISCRIMINATION AND/OR RETALIATION**

PLEASE STATE the facts, events and circumstances that caused you to file this complaint. Within the statement, please give names of the people who engaged in the alleged discrimination or harassment, the dates the events occurred, witnesses to the conduct and your response. (Attach additional sheets if necessary.)

Please indicate what action or change you are seeking to resolve this complaint.

Date

Associate's Signature