

# **ASSOCIATE HANDBOOK**

## WELCOME!

Thank you for choosing Signature Staffing, a full service staffing and employment company that provides solutions to businesses in the Central Pennsylvania area. Founded in 1997, we are locally owned & operated and proud to serve businesses in Pennsylvania. Providing customized service along with quality personnel is our *signature*.

## ABOUT THIS HANDBOOK

The policies in this Handbook apply to all Associates of Signature Staffing. This Handbook does not create a contract of employment. Rather, it is designed to familiarize you with our company and the policies that affect your employment. Because it is impossible to anticipate every situation that might arise, this Handbook will highlight our general policies. Because our needs may change from time to time, we reserve the right to add, eliminate, or modify any policy at any time, without prior notice. Signature Staffing's interpretation of any policy contained in this Handbook will control.

When questions arise about your employment, you should consult this Handbook first. If you do not find an answer to your question in this Handbook, please contact your Signature Staffing Coordinator.

## **ASSOCIATES**

Associates are those employees who are placed with client businesses on a temp-toperm basis, or as a temporary staffing solution. As an Associate of Signature Staffing, you are an employee "at will," which means that either you or Signature Staffing can terminate your employment at any time, with or without notice. Unless otherwise specified, the policies in this Handbook apply to new and existing Associates of Signature Staffing.

It is important to remember that Associates are employees of Signature Staffing – not the client to whom the Associate is assigned. Associates are therefore not entitled to any employment benefits offered by clients to their own employees. Additionally, clients of Signature Staffing should not discipline a Signature Staffing Associate directly, but rather should contact Signature Staffing with any issues regarding an Associate's performance which the client believes warrants discipline of some kind. If an Associate is disciplined by a client, please report the incident to Signature Staffing immediately.

## TRANSPORTATION

Signature Staffing requires its Associates to have reliable transportation to ensure that client needs are met and that the Associate is able to travel to assignments on time.

## PERSONAL INFORMATION AND TELEPHONE/TEXT ACCESSIBILITY

It is critical that Associates provide up-to-date personal information to Signature Staffing for several reasons, including that we need to be able to contact you with potential job assignments. Associates are responsible for promptly notifying a Staffing Coordinator, of any change in name, address, telephone number, tax withholding allowances, emergency contact information, or any other information which may affect your employment or our ability to contact you quickly.

With the ever-present role that cell phones play in our society today, Signature Staffing will contact Associates by cell phone and text, so Associates must be accessible by phone during regular business hours. Associates understand and agree that any charges to an Associate's cell phone bill resulting from calls placed to the Associate's cell phone or texts sent to the Associate are the sole responsibility of the Associate.

## EQUAL EMPLOYMENT OPPORTUNITY

Signature Staffing is an Equal Employment Opportunity employer. We do not discriminate on the basis of race, color, religion/creed, sex, disability, marital status, age, pregnancy, national origin, ancestry, genetic information, gender identity, sexual orientation, possession of a General Education Development Certificate as compared to a high school diploma, veteran status, or any other characteristic protected by applicable laws. This commitment includes all decisions made with respect to hiring, placement, compensation, terminations, and all other terms and conditions of employment.

If you have any questions or concerns about any type of discrimination with regard to any decisions relating to your employment, please bring these issues to the attention of a Staffing Coordinator. If you are not comfortable raising the issue with a Staffing Coordinator, or you are not satisfied with the manner in which the issue was handled, you should raise the issue with Ryan Clift, Vice President of Operations. To facilitate a prompt investigation, we recommend that all concerns be in writing and describe the issue, provide relevant dates, and identify any individuals who have knowledge of the issue. Associates can raise concerns and make reports without fear of retaliation. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination.

#### EMPLOYMENT AT WILL

This Handbook is not intended to be, nor does it represent, a contract of employment, and Signature Staffing, in its discretion, may change any policy in this Handbook at any time. As mentioned above, all Associates of Signature Staffing are employees at will.

As an employee at will, either you or Signature Staffing may terminate your employment at any time, for any reason or for no reason, with or without notice.

Job assignments are not contracts and Associates are not guaranteed to obtain or maintain any particular assignment for any length of time. Either Signature Staffing or the client may terminate an assignment or request a replacement Associate at any time.

## **ATTENDANCE**

When you accept an assignment as a Signature Staffing Associate, you are making a commitment to meet the client's needs, and we expect you to fulfill your obligations. Specific client assignments may require acknowledgement of and agreement to abide by the client's Attendance Policies, which will be administered in conjunction with Signature Staffing's policy.

If you need to leave any assignment before it has been completed, we request that you give Signature Staffing adequate written notice, which is a minimum of 5 business days (absent extraordinary circumstances outside the Associate's control which prevent you from giving 5 days advance notice).

Our reputation for providing reliable staffing solutions depends on the level of commitment of our Associates. If you cannot go to an assignment, or if you are going to be late, you must call us at (717) 731-8777 at least two hours before the start of your shift. You should leave a message stating your name, assignment and why you cannot be there. No reason for failing to call off will be accepted absent extraordinary circumstances. If an Associate fails to complete an assignment without adequate notice to Signature Staffing or is a "no call/no show" for an assignment which he/she agreed to take and no extraordinary circumstances exist as determined by Signature Staffing, the Associate will be considered to have voluntarily quit his/her employment and will not be eligible for rehire.

If an Associate accepts an assignment, but calls prior to the start of a shift to inform Signature Staffing of an emergency situation, the Associate's status will be No Show with Phone Call (NSPC). If NSPC occurs more than twice in a 90 day period for reasons not protected by law or otherwise unacceptable to Signature Staffing, Associates will face discipline, up to and including termination.

If an Associate accepts an assignment and walks off the job without 5 days advance notice to Signature Staffing for reasons unacceptable to Signature Staffing, the Associate's unpaid wages for hours worked will be reduced to minimum wage. That Associate will have abandoned the job, be considered a voluntary quit, and will not be eligible for rehire or Unemployment Benefits.

#### AVAILABILITY FOR ASSIGNMENT

While Signature Staffing will always be on the look-out for assignments that match your skills, education and experience, you should be proactive and check our Facebook page frequently and follow us on Twitter and Google+ for news about the latest available assignments.

An Associate may decline an assignment for any reason.

You must immediately notify Signature Staffing at the end of every assignment or as soon as you become available for assignment or reassignment. If you fail to give such notice, we may assume you are not available for reassignment and are not ready, willing and able to work. Failure to provide this notification within 48 hours of the end of the assignment will be considered job abandonment and unemployment compensation benefits may be denied.

To maintain an active status when you are not on assignment, you must call in your availability weekly. A job assignment may be declined without jeopardizing future assignment opportunities. However, refusing an assignment while receiving unemployment compensation may affect your unemployment eligibility.

#### AMERICANS WITH DISABILITIES ACT

It is Signature Staffing's intent to adhere to the American with Disabilities Act, which makes it unlawful to discriminate in employment against an individual with a disability who was otherwise qualified for a job position and could perform the essential functions of the job with or without a reasonable accommodation. Signature Staffing will provide a reasonable accommodation to employees and applicants with known physical or mental limitations of a qualified disability, as required by the ADA unless the accommodation creates an undue hardship on Signature Staffing and/or the client. This policy applies to all aspects of employment including recruiting, hiring, training, promotion, compensation and benefit programs.

# POLICY AGAINST UNLAWFUL DISCRIMINATORY HARASSMENT AND RETALIATION

Signature Staffing promotes work environments that are free of unlawful discriminatory harassment or unwelcome conduct. Offensive behaviors pertaining to a person's race, ethnicity, religion, national origin, disability, age, sexual orientation, genetic history, gender identity or any other characteristic protected by law <u>will not be tolerated</u>. All Signature Staffing Associates and employees are expected to help ensure that your work environment remains free from unlawful discriminatory harassment.

Unlawful sexual harassment is strictly prohibited, and includes but is not limited to:

- unwanted sexual advances
- visual, verbal, or physical conduct of a sexual nature, including but not limited to offering employment benefits in exchange for sexual favors;

- making or threatening reprisals after a negative response to sexual advances;
- visual conduct that includes leering and making sexual gestures;
- displaying of sexually suggestive objects or pictures, cartoons or posters;
- verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes;
- physical conduct that includes touching, assaulting, or impeding or blocking movements.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute unlawful sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

Any employee or Associate who believes that they are being subjected to harassment of any kind, or who witnesses harassment of or by another employee, Associate, client, manager or vendor has the responsibility to immediately report the matter to your Signature Staffing Coordinator at (717) 731-8777.

If you have any questions or concerns about harassment in the workplace, please bring these issues to the attention of your Signature Staffing Coordinator. If you are not comfortable raising the issue with your Coordinator, or you are not satisfied with the manner in which the issue was handled, you should raise the issue with <u>Ryan Clift, Vice President of Operations</u>. To help facilitate a prompt and thorough investigation, we request that all concerns be in writing and describe the issue, provide relevant dates, name any witnesses and include any requested resolution. Employees and Associates can raise concerns and make reports without fear of retaliation.

This policy against unlawful discriminatory harassment is of paramount importance to us. It is imperative that all of our Associates are treated with dignity and respect. Signature Staffing takes unlawful discrimination and all forms of unlawful discriminatory harassment extremely seriously, and we ask that each of our Associates take their roles in eliminating and reporting such conduct just as seriously. All employees and Associates of Signature Staffing are required to participate honestly and fully in any investigation into a complaint or discrimination, harassment or retaliation. Failure to do so is grounds for discipline in and of itself, up to and including termination of employment.

Signature Staffing will not permit any retaliation against an Associate who has made a complaint or report of unlawful discriminatory harassment. If you believe that you have been retaliated against in violation of this policy, you should report the situation to your Signature Staffing Coordinator at (717) 731-8777 immediately. Any employee or Associate who is found to have retaliated against an Associate in violation of this policy will be subject to appropriate disciplinary action, up to and including termination of employment.

## **CONFIDENTIAL INFORMATION**

While performing assignments for Signature Staffing, you may work with or have access to information of a sensitive or confidential nature, either belonging to Signature Staffing or to a client. Confidential information includes information relating to the intellectual property of Signature Staffing or a client, commercial secrets, trade secrets, artistic secrets, business and marketing information and strategies, business goals, client information, and any other non-public information about Signature Staffing, our clients, their business and customers. As a condition of employment with Signature Staffing, you must agree to maintain the strict confidentiality of such information and not use, discuss, disclose, or remove from the premises of Signature Staffing or our client, either verbally or tangibly, any such information, except as required during the course of the assignment. Any employee or Associate who fails to maintain strict confidentiality of such information will be subject to immediate disciplinary action, up to and including termination from employment.

Some clients may require that Associates execute a Confidentiality Agreement prior to taking on an assignment. Associates who refuse to do so will not be assigned to that client.

## BACKGROUND CHECKS AND EMPLOYMENT ELIGIBILITY VERIFICATION

After an Associate receives a conditional offer of employment, Signature Staffing conducts several background checks, including but not limited to a criminal background check and drug and alcohol screen. Some clients may require additional background checks or updates to existing checks as a condition of assignment to their facilities. Any person to whom Signature Staffing has made a conditional offer of employment must consent to these background checks and successfully complete these background checks in order to commence employment and, in some cases, to accept specific job assignments. Conviction of a crime does not automatically preclude employment, but you must meet bonding requirements in order to be an Associate with Signature Staffing. Any offenses will be reviewed on an individual basis to determine the status of the offer of employment, in accordance with applicable law.

Signature Staffing is also required to verify the eligibility of each employee to work in the United States. To do so, each Associate must complete a current Form I-9 on or before the Associate's first day of work. The Form I-9 requires that the Associate produce documentation establishing his/her identity and eligibility to lawfully work in the United States. Associates may produce any documentation listed in the form's instructions to satisfy these requirements.

## PAY & PAY PRACTICES

All non-exempt Associates will be paid an overtime rate at 1 ½ times their regular rate of pay for all time worked that exceeds 40 hours in any workweek. Overtime will be paid for *actual hours worked* over 40 hours in the workweek.

All overtime must be approved in advance in writing by the client. Any Associate who works unauthorized overtime must report the hours and will be paid for the unauthorized overtime. However, failure to obtain advance written permission to work overtime may result in disciplinary action, up to and including termination of employment.

Signature Staffing encourages Associates to accept payment by direct deposit or global cashcard. Associates will be paid weekly, on Friday for hours worked in the previous week. In order to prevent delays in issuing Associates' pay, it is critical that Associates turn in completed timesheets on time. See the section entitled Time Cards for more information on timesheets.

If you believe that you have not been paid for all hours you worked, or if you believe there is a mistake in the amount of your pay, please contact a Staffing Coordinator immediately. We will promptly investigate and attempt to resolve any questions or complaints involving compensation.

## TIME CARDS AND OFF-THE-CLOCK WORK

Signature Staffing must keep accurate records of Associates work hours to ensure that Associates are being paid correctly and for all hours worked. All time cards must be signed by the client's identified representative **and by the Associate** and turned in to our office **no later than 5:00 p.m. on Monday** for all hours worked in the previous week. It is the Associate's responsibility to turn in time cards by the deadline: if the client or someone else turns in an Associate's time card, the Associate must call Signature Staffing before the deadline to verify that it was received. Associates who fail to timely submit time cards will be subject to disciplinary action and may not receive their paycheck in a timely manner.

Misrepresenting working hours, falsifying signatures or information on time cards, or tampering with Signature Staffing's or the client's time clock or other Associates' time cards are extremely serious offenses. Associates who engage in any of these prohibited activities are subject to immediate discipline, up to and including termination of employment.

Working "off-the-clock" is strictly prohibited, including that Associates are prohibited from performing *any* work for the client unless that work is accounted for through Signature Staffing. If any client offers an Associate permanent employment or requests that the Associate work through another staffing company, the Associate must immediately report the offer/request to Signature Staffing.

#### GENERAL GUIDELINES FOR CONDUCT AND DISCIPLINARY CONSEQUENCES

When an Associate's personal conduct impairs performance on the job, affects another Associate or employee, or reflects adversely on Signature Staffing, it is a matter of great concern to us. To assure orderly operation and to provide a safe and productive work environment for all, certain general conduct rules have been established as guidelines for all employees and Associates. While this list is not meant to be all inclusive, the following are examples of unacceptable conduct that may result in disciplinary action, up to and including termination:

- Violation of any of Signature Staffing's policies or your assigned client's policies, including but not limited to the Equal Employment Opportunity policy, the Policy Against Unlawful Discriminatory Harassment, and the Drugs, Alcohol and Controlled Substances policy;
- Threatened or actual violence, including fighting or instigating a fight, while on Signature Staffing premises or business, including while on an assignment;
- Possession of weapons or explosives while on Signature Staffing premises or on Signature Staffing business, including while on assignment;
- Unauthorized use of, removal of, theft of or damage to property and equipment of Signature Staffing or of Signature Staffing's client(s), an Associate, employee, an independent contractor or any property on Signature Staffing or the client(s) premises at any time;
- Falsification of client or Signature Staffing records for personal gain or benefit;
- Making false statements or statements that are materially incorrect with the intent of misleading the client or Signature Staffing regarding any action that might jeopardize the well-being of the client or Signature Staffing;
- Dishonesty, false, fraudulent or misleading statements, actions or omissions involving another employee or Associate, or client employee/manager or any records or information provided to Signature Staffing or our clients (whether verbal or written), including but not limited to employment applications, time and pay records, OR claims pertaining to injuries occurring on Signature Staffing premises or client(s)'s premises;
- Abuse, inconsiderate treatment or inability to cooperate with co-workers, client employees/managers, vendors or members of the public. This includes, but is not limited to, the use of profane, abusive or threatening language;
- Engaging in horseplay, practical jokes, and/or gambling while on Signature Staffing or client time or property;

- Failure to maintain a neat, well-groomed appearance and appropriate dress;
- Insufficient, careless work performance, neglect of duties, or repeated unsatisfactory work performance;
- Insubordination and/or any failure or refusal to perform work assigned or follow instructions;
- Excessive or prohibited personal use of Signature Staffing or client(s)'s property or resources, including but not limited to computers, equipment, or any other Company- or client-provided resource;
- Violation of the work rules of the client(s) and your assigned workplace.

All Associates are expected to know and understand how conduct themselves professionally. The above list is not exhaustive, but illustrative. Failure to follow this policy and abide by these guidelines may result in disciplinary action, up to and including termination of employment.

#### **GROOMING AND ATTIRE**

Always make a good first impression. Dress codes may change from client to client, however, all Associates are expected to maintain a neat, clean, and professional appearance when in the workplace or while on Signature Staffing or client business. Proper personal hygiene and grooming are essential elements of projecting a professional image. Additionally, some clients may have specific policies or dress codes due to safety conditions. If you have questions about appropriate workplace attire, please contact your Signature Staffing Coordinator.

#### <u>SMOKING</u>

We are committed to promoting a healthy work environment. Smoking is prohibited throughout the Signature Staffing offices. Smoking is only permitted outside.

This policy applies equally to all Associates, employees, applicants and visitors. While on assignment, Associates must follow the client's smoking policy.

#### SOLICITATION AND DISTRIBUTION OF LITERATURE

We believe that Associates should be free to work without unnecessary interruptions. For this reason, Associates are prohibited from engaging in any solicitation, including the solicitation of funds or membership in any organization, during working time. Similarly, Associates are not permitted to distribute literature, flyers and advertisements in working areas. Third parties (non-employees of Signature Staffing) are prohibited from soliciting or distributing literature relating to Signature Staffing in any way on Signature Staffing property and at client jobsites. Any such third party will be asked to leave, and appropriate legal action may be taken.

For purposes of this policy, "working time" is that period of time when Associates are required to perform work-related tasks for compensation, and all working areas are defined as those areas of Signature Staffing or the client jobsite where Associates perform work-related tasks.

Suspected violations of this policy should be reported to a Signature Staffing Coordinator.

#### ALCOHOL, DRUGS AND ILLEGAL SUBSTANCES

Signature Staffing has a responsibility to our Associates and our clients to ensure safe working environments where our employees and Associates are free from the negative effects of drugs, alcohol, or job-impairing substances. Therefore, Signature Staffing requires drug/alcohol testing of candidates for employment post-offer, and of current staff and Associates, in several different circumstances: (1) post-offer/pre-employment, (2) upon injury, post-accident and post-incident, and (3) when there is reasonable suspicion to do so.

Your consent to drug and alcohol testing are conditions of employment and continued employment – any failure to refusal to test and any obstruction with the administration or integrity of the test will result in immediate termination of employment. Additionally, if any drug or alcohol test comes back positive in violation of this policy, the candidate for employment or Associate, as the case may be, will be immediately terminated from employment and will be required to reimburse Signature Staffing for the costs of the test.

Signature Staffing prohibits the possession, use or sale of alcohol on Signature Staffing property, at any site where an Associate is assigned, and during all working times, including breaks and rest periods. Reporting to work while under the influence of alcohol is also prohibited. For purposes of this policy, an employee shall be considered "under the influence" if he or she tests positive for any illegal drug or controlled substance, or is found to have a blood alcohol content of 0.02 or greater. Any violation of Signature Staffing's alcohol policy <u>will</u> result in the termination of employment and automatically disqualify for you for Unemployment Compensation Benefits.

Signature Staffing also prohibits the possession, distribution, manufacture, use or sale of any controlled substance (including prescription drugs) that was not legally obtained, and of any illegal substance, on Signature Staffing property or on assignment, and during all working times, including breaks and rest periods. Reporting to work while under the influence of any illegal substances, or any controlled substance that was not legally obtained, is also prohibited. Any violation of Signature Staffing's drug policy will result in the termination of employment.

Failure to comply with the drug and alcohol policy will result in discipline, up to and including termination of employment.

## SAFETY & REPORTING ACCIDENTS/INJURIES

Maintaining a safe work environment requires the continuous cooperation of all Associates. We strongly encourages Associates to follow safety procedures, practice safety awareness, anticipate unsafe situations, and communicate with fellow Associates and their Signature Staffing Coordinator regarding safety issues.

All Associates are required to observe the following safety practices:

Signature Staffing has developed these safety rules patterned after the Federal OSHA requirements. Please read and become familiar with these rules and other safety rules that apply to your job.

1. Learn safe work practices in every assignment you accept from Signature Staffing, such as:

A) Lockout/tag-out procedures - guidelines for controlling hazardous energy during maintenance and servicing of machines or equipment from energy sources.

B) Machine guarding - Any machine part, function or process that may cause injury must be safeguarded.

C) Personal protective equipment - the purpose of personal protective clothing and equipment (PPE) is to shield or isolate individuals from the chemical, physical and biological hazards that may be present in the workplace.

D) Material Safety Data Sheet (MSDS) - this hazard communication standard identifies all chemicals and hazardous substances that are used in the worksite.

E) Use tools appropriately. When handling box cutter knives with exposed blades, always cut AWAY FROM THE BODY.

2. Immediately Report any observed unsafe condition(s) to your Signature Staffing Coordinator and the Client.

3. Report any work-related injury to your Signature Staffing Coordinator and the Client immediately, and within 24 hours at the latest.

4. Horseplay is prohibited at all times.

5. The drinking of alcoholic beverages, use of illegal substances and illegal use of controlled substances is not permitted on the job. Any employee discovered under the influence of alcohol or drugs will not be permitted to work.

6. If you do not have current first aid training, do not move or treat an injured person unless there is an immediate peril, such as profuse bleeding or stoppage of breathing.

7. You should not perform any task unless you are trained to do so and are aware of the hazards associated with the task.

8. Appropriate/required clothing, footwear and safety equipment must be worn on the job at all times.

9. If a falling-object hazard exists, an approved hardhat must be worn.

10. You may be assigned certain personal protective safety equipment. This equipment should be available for use on the job, maintained in good condition and worn when required.

11. Notify your Signature Staffing Coordinator immediately if you are required to wear a respirator or any other such personal protective equipment that requires training, testing, etc.

12. When in doubt about performing a task safely, contact your Signature Staffing Coordinator for next steps.

13. Riding on a hoist hook, forklift, or on other equipment not designed for such purposes is prohibited at all times.

14. Never remove or bypass safety devices, and obey safety signs and tags.

15. Do not approach operating machinery from the blind side; let the operator see you.

16. Know the fire and first aid procedures of the client. Know the location of fire extinguishers, eyewash stations and first aid boxes.

17. Maintain a general condition of good housekeeping in all work areas at all times.

18. Obey all traffic regulations when operating vehicles on public highways.

19. When operating or riding in a company vehicle or using your personal vehicle for business purposes, the vehicle seat belt must be worn.

20. Be alert to hazards that could affect you and your fellow employees.

21. Always perform your assigned task in a safe and proper manner; do not take shortcuts. Taking shortcuts and ignoring established safety rules is a leading cause of injury.

In the event of a vehicular accident involving one of Signature Staffing's owned/leased vehicles or that of the client(s), or while on Signature Staffing or client business, the Associate must report all information immediately to the client as well as Signature Staffing. In no instance should responsibility for an accident be expressed to anyone until the proper person in the organization has been notified and permission has been obtained to make statements.

Associates who are involved in an accident or emergency while on Signature Staffing or client premises or business must first call 911 if necessary, then immediately report the accident and/or injury to Signature Staffing at (717) 731-8777 and the client. If the accident or emergency occurs outside of normal business hours, 8:00am-5:00pm, contact Ryan Clift, Vice President of Operations, at 717-808-6954. Failure to report a workplace injury or incident resulting in damage to property within 24 hours will be grounds for termination of employment. Associates should also report unsafe conditions when observed. If injured after hours, contact Ryan Clift, Vice President of Operations, at 717-808-6954 and your issue will be handled immediately.

Associates must comply with Signature Staffing's Safety Rules and Regulations and any additional Safety Rules and Regulations of Signature Staffing's clients while on assignment. Additionally, Associates must comply with all Occupational Safety and Health Administration (OSHA) requirements that pertain to your particular assignment. If you are not sure of these requirements, you can ask your Signature Staffing Coordinator. Any violation of this policy may result in discipline, up to and including termination of employment.

## HAZARD COMMUNICATION STANDARD

The Occupational Safety and Health Administration (OSHA) requires employers to inform their employees be provided with effective information and training about the hazardous chemicals that are present in the employees' work area. Because Signature Staffing's Associates are assigned to the work sites of other employers, Signature Staffing and these other employers ("the employers") share the responsibility of providing the required information. Therefore, the purpose of this Hazard Communication Standard is to inform you of the information and training that you are entitled to receive when you are assigned to site employer.

#### Information:

You have a right to know about hazardous materials at the workplace.

When hazardous chemicals are present in the workplace, OSHA requires an employer to prepare a written Hazard Communication Program which lists the hazardous materials present and includes material safety data sheets ("MSDS") for the chemical. The MSDS provide important information related to characteristics of the chemicals. The client should inform you of any hazardous chemicals and the location of their data sheets. The client must advise you of the location and availability of the Hazard Communication Program.

The client should notify you of any operations in your work area where hazardous materials are present. The client should advise you if you may be exposed to hazardous materials, how to detect them and how to protect yourself.

Containers of hazardous chemicals must be labeled with the identity of the chemical, appropriate hazard warnings which provide specific information regarding the physical and health hazards of the chemical.

#### Training:

The client must provide training that includes at least the following information:

- a) Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area;
- b) Physical and health hazards of the chemicals in the work area;
- c) Measures which employees can take to protect themselves from these hazards, including specific procedures the site employer has implemented, such as work practices, emergency procedures, and the use of personal protective equipment;

d) Details of the Hazard Communication Program developed by the client, including an explanation of the labeling system, the SDS and how you can obtain and use the appropriate hazard information.

#### WORKERS' COMPENSATION

Employees who suffer a work-related injury or illness may be eligible for workers compensation benefits. If you are injured or become ill as a result of your work, you are responsible for notifying Signature Staffing and the client immediately, and within 24 hours at the latest. If you are unable to do so, please have a colleague do so on your behalf if at all possible.

Within 24 hours from the time of the injury/illness (if possible), you must meet with your Signature Staffing Coordinator and complete a Report of Injury. Any failure or refusal to cooperate in completing the Report may result in discipline, up to and including termination of employment, and may negatively impact your ability to collect benefits.

In the event of a work-related injury or illness, it is required that you treat with one of the Company's panel health care providers during the first 90 days of treatment following the date of injury or illness. The names, addresses and phone numbers of the Company's panel health care providers were provided to you during orientation, are posted on the bulletin board or may be obtained from your Signature Staffing Coordinator. A drug and alcohol test will likely be administered in connection with any work-related injury or illness, and refusal to test will result in termination from employment and may impact your ability to collect worker's and/or unemployment compensation benefits.

Payment for unauthorized, non-emergency treatment with a non-panel health care provider during this 90 day period may be denied. If you choose to treat outside the list of the panel health care providers after the initial 90 days of treatment, you must notify the Company within five (5) days of treatment with the non-panel health care provider.

## **LEAVE**

#### <u>HOLIDAYS</u>

Signature Staffing recognizes six holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In order to receive holiday pay, Associates must have worked 1,000 hours, previous 6 months, without a break in service greater than 2 weeks, and must work the day before and the day after the holiday.

Holiday pay is calculated using the Associate's straight-time pay rate (as of the date of the holiday) times the number of hours the Associate would otherwise have worked on that day, with a cap of 8 hours pay maximum. Paid time off for holidays will not be counted as hours worked for the computation of overtime.

## VACATION

Signature Staffing Associates are eligible to accrue paid vacation time. In order to qualify for paid vacation time, Associates must have worked 2,000 hours, previous 12 months, without a break in service greater than 2 weeks. Associates shall receive one week (40 hours) of paid vacation time at their regular hourly rate in effect when the vacation time is used. Paid vacation is not earned until it is used by the Associate. Paid Vacation must be taken in one continuous 5 Day Period and may not be taken one day at a time throughout the course of the year.

#### Interpretations, Rulings, and Administration

The President, Vice President, and Vice President of Operations of Signature Staffing will have the final authority on all matters regarding the interpretation, construction, and administration of Signature Staffing's paid leave policies. Associates who have questions about their eligibility for holiday pay or vacation time, the accrual of vacation time, or this policy should contact Ryan Clift, Vice President of Operations.

## FAMILY AND MEDICAL LEAVE ACT LEAVE (FMLA)

Eligible Associates may be entitled to unpaid family or medical leave pursuant to this policy. Eligible Associates are those (1) who have been employed by Signature Staffing for at least 12 months, (2) who have completed at least 1,250 hours of service during the 12 months immediately preceding the leave, and (3) who are assigned to a work site where 50 or more employees are employed by Signature Staffing within 75 miles.

#### • Basic FMLA Entitlement

Eligible Associates are entitled to a total of up to 12 weeks of unpaid, job-protected leave during any 12-month period for the following reasons:

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

Signature Staffing will calculate the 12-month period by measuring backward from the date an employee uses FMLA leave (<u>i.e.</u>, leave is limited to the balance of 12 weeks not used during the prior 12 months).

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

from performing the functions of his or her job, or prevents a qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy or incapacity due to a chronic condition.

In cases where Signature Staffing employs both spouses, they are limited to a combined total of 12 weeks of FMLA leave because of the birth, adoption or foster care placement of a child, or to care for a parent with a serious health condition. If the spouses both use a portion of the total 12-week FMLA leave entitlement for the birth of a child, for placement for adoption or foster care of a child, or to care for a parent, each spouse is entitled to the difference between the amount he/she has taken individually and 12 weeks for FMLA leave for other purposes.

Signature Staffing requires Associates to use all of their accrued vacation, sick, and personal time during FMLA leave. After all accrued vacation, sick, and personal time is exhausted, any remaining FMLA leave is unpaid. Associates absent from work and receiving short-term disability or workers' compensation benefits also are required to use FMLA leave concurrently. When using paid leave during FMLA leave, Associates must comply with Signature Staffing's paid leave policies. As during any unpaid leave of absence, the accrual of paid leave benefits ceases during FMLA leave.

Signature Staffing maintains group health plan benefits for Associates on FMLA leave on the same terms as would apply if the Associate was on active duty. Associates are required to pay their premium co-payments while they are on FMLA leave. Any associate who fails to return to work upon completion of a FMLA leave will be required to reimburse Signature Staffing for all benefit premiums paid by Signature Staffing on the Associate's behalf during such leave, unless the Associate's failure to return is due to circumstances beyond the Associate's control. The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Except under certain specific circumstances, an Associate returning from FMLA leave will be reinstated to the Associate's former position or to a position with equivalent pay, benefits, and other employment terms and conditions. Highly salaried "key" employees may have limited reinstatement rights. Any "key" employees will be notified of their specific rights and obligations prior to beginning a FMLA leave.

FMLA leave can be taken all at once or, when medically necessary or for a qualifying exigency, on an intermittent or reduced leave schedule. Intermittent leave is leave taken in separate blocks of time for a single FMLA-qualifying reason. An FMLA reduced leave schedule is a work schedule that reduces the Associate's usual number of working hours per workday or workweek. Associates will be informed whether they are eligible for intermittent leave or a reduced leave schedule when they apply for FMLA leave.

## • Military Family Leave Entitlements

Eligible Associates with a spouse, son, daughter, or parent who is (1) a member of the regular component of the Armed Forces and deployed to a foreign country, or (2) a member of the National Guard or Reserves on active duty or called to active duty status and deployed to a foreign country, may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative child care, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is:

- (1) a current member of the Armed Forces (including a member of the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty on active duty (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty) that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation or therapy; or is in outpatient status; or is on the temporary disability retired list; or
- (2) a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) who suffered a serious injury or illness while in the line of duty on active duty (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty) and that manifested itself before or after the member became a veteran for which the veteran is undergoing medical treatment, recuperation or therapy, if the veteran was a member of the Armed Forces at any point during the five years prior to the medical treatment, recuperation or therapy at issue.

If two spouses both work for Signature Staffing, they are limited to a total of twenty-six (26) weeks for servicemember family leave and all other FMLA-qualifying reasons in a single 12-month period.

## • FMLA Procedures

Associates must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When the need for leave is not foreseeable, Associates must provide notice as soon as possible. During leave, Associates must keep Signature Staffing informed of the estimated duration of leave and their intended date to return from leave. Associates also must make reasonable efforts to work with Signature Staffing to schedule leave for planned medical treatment so as not to unduly disrupt Signature Staffing's business. Associates on approved FMLA leave must fully comply with Signature Staffing's normal leave policies and call-in procedures.

Associates requesting FMLA leave will receive a form to complete and submit. If FMLA leave is taken because of the Associate's or his or her family members' serious health condition or for servicemember family leave, the Associate will receive a Certification of Health Care Provider form to complete and submit before the leave begins or within fifteen (15) days if advance notice has not been provided. The Associate must submit complete and sufficient medical certification within fifteen (15) days of the request for the leave, or the leave may be denied. If the medical certification is submitted timely but is incomplete, the Associate will be given a list of the deficiencies and the information needed to correct the deficiencies. The Associate has seven (7) days to correct the deficiencies. Leave can be denied if the Associate does not correct the deficiencies within the seven (7) days. Associates may be required to provide periodic recertification supporting the need for leave. Signature Staffing reserves the right to require second and third opinions at Signature Staffing's expense relating to a medical certification. Any Associate returning to work from a personal medical leave will be required to submit a fitness-for-duty certification from his or her health care provider, stating that he/she is able to resume work.

An Associate who requests FMLA leave because his or her spouse, parent or child is called up for or is on active duty in the Armed Forces will receive an Active Duty Certification form to complete and submit.

When leave is requested, eligible Associates will receive a notice of their rights and responsibilities, and ineligible Associates will be informed why they are not eligible for FMLA leave. After an Associate submits the required forms, Signature Staffing will notify the Associate if the leave will be designated as FMLA-protected. If so, the notice will include the amount of leave counted against the Associate's FMLA entitlement. Signature Staffing also will notify an Associate if the leave is not FMLA-protected.

An Associate on leave is prohibited from engaging in other employment during the period of the leave of absence, unless the Associate has received written authorization from Signature Staffing to engage in such employment. Any Associate who commits fraud or makes a misrepresentation in connection with any requested or actual FMLA leave will be subject to disciplinary action, up to and including discharge.

The FMLA prohibits employers from interfering with, restraining, or denying the exercise of any right provided under the FMLA and from discharging or discriminating against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. An Associate may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer for violations of the FMLA. Additional information regarding the FMLA may be obtained from the U.S. Department of Labor by calling 1-866-4US-WAGE. The FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local

law or collective bargaining agreement that provides greater family or medical leave rights.

This policy will be administered in a manner consistent with the terms of the Family and Medical Leave Act of 1993, as amended. Signature Staffing reserves the right to impose any conditions or limitations upon any leave of absence as may be deemed consistent with the provisions of the Act. Any questions concerning this policy may be directed to Ryan Clift, Vice President of Operations.

#### **KEEP PERSONAL VISITORS AWAY**

You are not permitted to have visitors while at work. No one may enter a client jobsite or Signature Staffing facility unless working for or conducting official business. In a personal emergency situation when someone must contact you, that person should first contact your Signature Staffing Coordinator at (717) 731-8777.