Employee Handbook

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Welcome to 1st Employment

This handbook has been prepared to introduce you to 1st Employment. It will acquaint you with the policies and benefits that apply to all employees.

The information presented in the handbook is presented as a matter of information only and its contents should not be interpreted as a contract between 1st Employment and any of its employees.

Your employment with 1st Employment is “at will” and entered into voluntarily. Either 1st Employment or the employee may terminate employment at any time, for any reason and without notice. No alterations to the agreement for at-will employment are valid unless such alterations are in writing and signed by the President of 1st Employment.

Since our business is constantly changing, we reserve the right to change any of our policies, including those in this handbook, at any time, with or without notice.

1.0 Introduction

1st Employment provides a variety of staffing services to customers located throughout Arkansas. 1st Employment is your employer and provides wages, tax withholdings, workers' compensation insurance, and other benefits. If you meet customer requirements you may be assigned to work at a customer's facility. This does not change your relationship with 1st Employment. 1st Employment will continue to be your employer regardless of the location of your staffing assignment.

Our Mission

To deliver 1st-class employment solutions, founded upon the principles of steadfast honesty, unwavering integrity, and unparalleled customer service, catering to the needs of our valued customers, employees, and job seekers.

Our Vision

To be recognized as the foremost provider of premier employment solutions, setting the industry standard with unwavering honesty, integrity, and exceptional customer service. Our vision is to empower and transform the lives of customers, employees, and job seekers by offering unparalleled opportunities and fostering a culture of growth, success, and professional excellence.

Our Values

- **Integrity and Honesty** – Upholding unwavering integrity and ethical conduct in all interactions, fostering trust, respect, and responsible actions that serve as the foundation of our organization's reputation.
- **Customer-Centric Approach** – Understanding unique needs, exceeding expectations, and delivering innovative solutions that prioritize customer satisfaction, ensuring long-lasting relationships built on trust and loyalty in our community.
- **Pride and Commitment** – Instilling a culture of pride, embracing excellence, and providing unparalleled service that reflects our unwavering commitment to quality, constantly striving to raise the bar and exceed industry standards.
- **Teamwork and Leadership** – Fostering a collaborative environment, leveraging diverse skills, and promoting inclusive decision-making to achieve shared goals and inspire personal and professional growth, while cultivating effective leadership at all levels of our organization.

1.1 Productive Working Environment

It is the policy of 1st Employment that employees maintain a working environment that encourages mutual respect, promotes civil and congenial relationships among employees, and is free from all forms of harassment and violence.

Employees are expected to conduct themselves in an appropriate manner as judged by a reasonable person.

Employees have the right to conduct their work without disorderly or undue interference from other employees. 1st Employment prohibits employees from violating this right of their co-workers.

1st Employment encourages a congenial work environment of respect and professionalism. Therefore, 1st Employment prohibits employees from intentionally harming or threatening to harm other employees, customers, vendors, visitors or property belonging to any of these parties. This prohibition includes but is not limited to intentional acts such as:

- Physically harming others
- Verbally abusing others
- Using intimidation tactics and making threats
- Sabotaging another's work
- Stalking others
- Making false statements about others with malice
- Publicly disclosing another's private information

Employees are responsible for maintaining their work area in a neat and professional manner. 1st Employment may take disciplinary action against employees whose conduct violates this or other company policies and practices. 1st Employment also reserves the right to search any company-owned property or any personal property on company premises. Refusal of request may result in disciplinary action up to and including termination.

1.2 Equal Employment Opportunity

1st Employment is an equal opportunity employer and complies with all applicable federal, state, and local fair employment practices laws. 1st Employment provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, gender (including pregnancy), sexual orientation, national origin, age, disability, marital status, amnesty, status as a covered veteran, or any other characteristic protected under applicable federal, state, or local law. All 1st Employment employees, other workers, and representatives are prohibited from engaging in unlawful discrimination. This policy applies to all terms and conditions of employment, including, but not limited to hiring, placement, promotion, discipline, termination, layoff, recall, transfer, leave of absence, benefits, compensation and training.

1st Employment strictly prohibits and does not tolerate discrimination against employees, applicants, or any other covered persons because of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including pregnancy and sexual orientation), gender (including gender nonconformity and status as a transgender individual), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, genetic information, or any other characteristic protected under applicable federal, state, or local law. 1st Employment expressly prohibits any form of unlawful employee harassment including that based on race, color, religion, gender, sexual orientation, national origin, age, disability, veteran status, or any other characteristic protected under applicable federal, state, or local law. Improper interference with the ability of 1st Employment employees to perform their expected job duties is absolutely not tolerated.

1.3 Discrimination and Harassment

It is the intent of 1st Employment to provide a work environment free of discrimination and harassment in which people are treated with dignity, decency and respect. Employees should be able to work in a safe, yet stimulating environment. For that reason, 1st Employment will not tolerate any unlawful discrimination or harassment of any kind. Through enforcement of this policy and by education of employees, 1st Employment will seek to prevent, correct and discipline behavior that violates this policy.

Reporting

Employees who feel that they have been victimized by discrimination or harassment of any kind are encouraged to report this to their supervisor immediately. If the supervisor is involved in the discrimination or harassment, a

report can be made to Jason Daugherty, President of 1st Employment, at (479) 717-2910.

Any employee who is found to have knowingly made a false accusation of discrimination or harassment will be subject to disciplinary action up to and including termination of employment.

Retaliation

Any employee who, in good faith, reports an alleged incident of discrimination or harassment shall not be subject to reprisal or retaliation of any kind. Any employee who feels that he or she has been subjected to such adverse actions should report this to 1st Employment. An employee may also contact Jason Daugherty, President of 1st Employment, at (479) 717-2910.

1.4 Sexual Harassment

1st Employment is committed to providing a work environment free from all forms of harassment including sexual harassment. Any employee, including supervisors and manager, who have been found to have committed an act of sexual harassment will be subject to disciplinary action up to and including termination of employment.

Sexual harassment has been defined by the EEOC as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment.

Sexual harassment can include but is not limited to the following examples:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.

- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct that includes leering, making sexual gestures, indecent exposure or the displaying of sexually suggestive objects, pictures, cartoons or posters.
- Verbal conduct including the use of derogatory comments, epithets, slurs or jokes.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual or suggestive or obscene letters, notes or invitations.
- Physical conduct including touching, assaulting and impeding or blocking movements.

Sexual harassment may involve males or females being harassed by members of the opposite or same sex. Although sexual harassment typically involves a person in a greater position of authority as the harasser, individuals in positions of equal or lesser authority can also be found responsible for engaging in prohibited harassment. Harassment based on a person's gender but not of a sexual nature may also constitute an act of sexual harassment.

Reporting

Employees who feel that they have been victimized by sexual harassment should report this to 1st Employment immediately. If a supervisor is involved in the harassment, a report can be made to Jason Daugherty, President of 1st Employment, at (479) 717-2910.

Retaliation

Any employee who, in good faith, reports an alleged incident of sexual harassment shall not be subject to reprisal or retaliation of any kind. Any

employee who feels that he or she has been subjected to such adverse actions should report this to 1st Employment. An employee may also contact Jason Daugherty, President of 1st Employment, at (479) 717-2910.

Any employee who is found to have retaliated against an employee for reporting a claim of discrimination or harassment will be subject to disciplinary action up to and including termination of employment.

1.5 Human Rights, Labor Standards & Ethical Employment

1st Employment is committed to conducting business with honesty, integrity, and respect. We recognize the importance of protecting human rights and maintaining ethical employment practices throughout our organization and in the staffing services we provide to our clients.

Prohibition of Forced Labor and Human Trafficking

1st Employment does not tolerate forced labor, human trafficking, slavery, or any form of involuntary labor.

Employment must be voluntary. Employees and temporary employees should not be subjected to threats, intimidation, coercion, or other practices intended to prevent an individual from freely leaving employment or an assignment, subject to lawful employment obligations.

1st Employment will not knowingly participate in or support human trafficking or exploitative labor practices.

Child Labor

1st Employment complies with applicable federal, state, and local laws governing the employment of minors. We do not knowingly employ or place individuals in positions or assignments where their employment would violate applicable child labor laws, age requirements, work-hour restrictions, or other legal requirements.

Wages, Hours, and Working Conditions

1st Employment is committed to complying with applicable wage and hour laws and regulations, including requirements relating to minimum wage, overtime, timekeeping, meal and rest periods where applicable, payroll, and other legally required employment practices.

Employees must accurately record all hours worked and must never be instructed or encouraged to falsify time records or work "off the clock."

Employees who believe they have not been paid correctly or have concerns regarding their working hours should promptly report the concern to their 1st Employment Representative, 1st Employment Branch Manager, Human Resources Manager, or another member of management.

Responsibility and Accountability

Every employee shares responsibility for maintaining ethical employment practices and a respectful workplace.

Managers and supervisors have an additional responsibility to model these standards, respond appropriately to concerns, and promptly escalate matters that may involve legal, ethical, safety, or employee-relations issues.

Violations of this policy may result in corrective action, up to and including termination of employment, consistent with applicable law and company policy.

1st Employment may periodically review and update its policies and practices to promote compliance with applicable laws and recognized ethical employment standards.

Our commitment is simple: treat people with dignity, operate with integrity, follow the law, and speak up when something does not seem right.

1.6 Americans with Disabilities Act

The Americans with Disabilities Act (ADA), and the ADA Amendment Act (ADAAA) require employers to reasonably accommodate qualified individual with disabilities. It is the policy of 1st Employment to comply the Americans with Disabilities Act, as amended by the ADA Amendments Act (ADAAA), and all applicable state and local fair employment practices laws concerning the employment of persons with disabilities.

It is the company policy not to discriminate against qualified individuals with disabilities in regards to application procedures, hiring, advancement, discharge, compensation, training and any other terms, condition and privileges of employment.

1st Employment will reasonably accommodate qualified individuals with a temporary or long-term disability so that they can perform the essential functions of a job. An individual can request a reasonable accommodation by speaking to a 1st Employment Representative.

An individual who can be reasonably accommodated for a job, without undue hardship, will be given the same consideration for that position as any other applicant.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health of safety of the other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made in regard to the employee's immediate employment situation.

1st Employment may request a medical evaluation when (1) an employee's conduct creates a reasonable belief that a threat to the health or safety of the employee or others, or to 1st Employment or 1st Employment customer property, exists; or (2) there is objective evidence that the employee cannot perform the essential job functions. The purpose of the evaluation is to determine if the employee can perform his or her job in a safe manner. In order to ensure safety while the employee is being evaluated, the employee may, if appropriate, be placed on investigatory leave without pay for the time needed to conduct the evaluation. 1st Employment employee shall understand he/she will not be able to start or continue an assignment until a medical provider had cleared the employee for assignment.

Definitions

As used in this policy, the following terms have the indicated meaning and will be adhered to in relation to the ADA policy.

• "Disability" refers to a physical or mental impairment that substantially limits one or more of the major life activities of an individual. An individual who has such impairment, has a record of such impairment, or is regarded as having such impairment is a "disabled individual."

• "Direct threat to safety" means a significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation.

• A "qualified individual with a disability" means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that the individual holds or has applied for.

• "Reasonable accommodation" means making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, adjustment or modification of examinations, adjustment or modification of training materials, adjustment or modification of policies, and similar activities.

• "Undue hardship" means an action requiring significant difficulty or expense by the employer. The factors to be considered in determining an undue hardship include:

1. the nature and cost of the accommodation,
2. the overall financial resources of the facility at which the reasonable accommodation is to be made,
3. the number of persons employed at that facility,
4. the effect on expenses and resources or other impact upon that facility,
5. the overall financial resources of the company,
6. the overall number of employees and facilities,
7. the operations of the particular facility as well as the entire company; and
8. the relationship of the particular facility to the company.

These are not all of the factors but merely examples.

• "Essential job functions" refer to those activities of a job that are the core to performing said job for which the job exists that cannot be modified.

1.7 Pregnant Workers Fairness Act (PWFA) Policy

1st Employment is committed to providing equal employment opportunities to qualified employees and applicants and complying with the requirements of the Pregnant Workers Fairness Act (PWFA) and all applicable federal, state, and local laws.

Employees and applicants will not be discriminated against based on pregnancy, childbirth, or related medical conditions. 1st Employment will provide reasonable accommodations to qualified employees and applicants with known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions, unless doing so would impose an undue hardship on the operation of the business.

Reasonable accommodations may include, but are not limited to:

- More frequent breaks;
- Additional restroom, food, or water breaks;
- Seating or the ability to sit or stand as needed;
- Temporary modification of work schedules;
- Temporary reassignment of marginal job duties;
- Leave for medical appointments or recovery related to pregnancy, childbirth, or related medical conditions;
- Temporary transfer to a vacant position when appropriate; or
- Other accommodations determined through the interactive process.

Employees who require an accommodation should notify their supervisor, branch manager, Human Resources, or another member of management as soon as possible. Upon receiving a request, 1st Employment will engage in a timely, good-faith interactive process to determine an effective reasonable accommodation.

Consistent with applicable law, 1st Employment may provide certain reasonable accommodations based on confirmation of pregnancy or other information provided by the employee without requiring extensive medical documentation or a formal interactive process when the accommodation need is clear and straightforward. Additional medical records may be required for consideration under the ADA and FMLA.

1st Employment prohibits retaliation against any employee or applicant for requesting, receiving, or assisting another individual in obtaining a reasonable accommodation under the PWFA, reporting concerns regarding compliance with this policy, or participating in any investigation related to pregnancy-related accommodations.

Any employee who believes they have been denied a reasonable accommodation, subjected to discrimination, or retaliated against in violation of this policy should immediately report the matter to Human Resources. Reports will be investigated promptly and thoroughly, and appropriate corrective action will be taken when warranted.

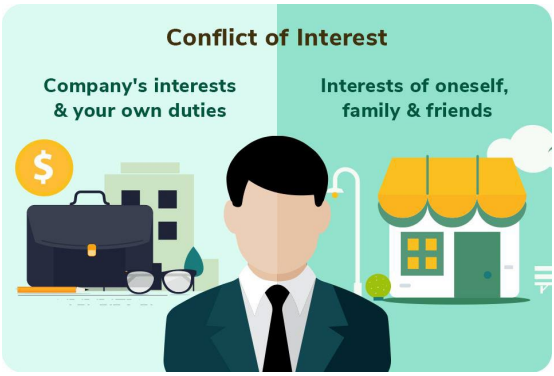
1.8 Confidential Nature of Work

Our customers, applicants and other parties with whom we do business entrust 1st Employment with important information relating to their business and person. It is our policy that all information considered confidential will not be disclosed to external parties or to employees without a "need to know." If there is a question of whether certain information is considered confidential and should be released, the employee should first check with his/her manager.

In addition, any information regarding the daily operation of 1st Employment and its employees will remain confidential except as is necessary to the employee's performance of their job. All inquiries from the media must be referred to the 1st Employment Corporate Office at (479) 717-2910. Unauthorized disclosure of any confidential information will result in disciplinary action up to and including termination of employment.

1.9 Conflict of Interest

It is the philosophy of 1st Employment that its business dealings reflect the highest ethical standards and irreproachable person integrity. With this in mind it is the policy of 1st Employment that its employees should not enter into any business undertakings which involve a conflict between their 1st Employment duties and their personal interest, any activity where personal interest are advanced or appear to be advanced at the expense of 1st Employment or maintain concurrent employment offering services to a 1st Employment customer that are also offered by 1st Employment.



2.0 On the Job

2.1 Attendance, Punctuality, and Job Abandonment

To maintain a productive work environment, 1st Employment expects employees to be reliable and punctual in reporting for scheduled work. Employees who are unable to report to work on time or are unable to work as scheduled must notify 1st Employment as soon as possible in advance of the tardiness or absence. Excessive tardiness and/or poor attendance may lead to disciplinary action up to and including termination of employment.

By accepting a job assignment through 1st Employment employees are agreeing to report to the job on time and complete the required hours.

All assignments may not be right for every employee; however, that does not justify abandoning the job or leaving any assignment prior to the end of a shift.

1st Employment employees who no call/no show to an assignment or who leave early without first notifying and receiving approval from a 1st Employment Representative will receive an hourly pay of minimum wage for all hours worked the week of the abandonment, including pay received from all assignments worked that week. If the no call/no show occurs on the first scheduled day of a new week, all hours worked the previous week may be reduced to an hourly pay of Arkansas state minimum wage. Job abandonment may also result in disciplinary action up to and including termination.

2.2 Call-In Policy

It is important to keep 1st Employment informed regarding your availability for assignment. 1st Employment requires that you contact us at the end of each assignment for reassignment. **Specifically, 1st Employment requires that you request reassignment within 48 hours of the end of each assignment and that you update 1st Employment of your availability at least every five (5) days. Failure to contact 1st Employment at the conclusion of every assignment for reassignment may result in a denial of unemployment benefits.**

If you are not going to report to work when scheduled, you should notify 1st Employment **immediately** upon becoming aware of the situation. After-hour message systems are in place if your call does not fall within normal business hours.

Inclement Weather

During times of inclement weather (ice and snow) it is the responsibility of all personnel to report to work as scheduled. However, should it be impossible to get to work, 1st Employment should be contacted as early as possible.

2.3 Code of Conduct

Employees should maximize performance and consistently contribute to the effective operation of 1st Employment. Behaviors contrary to 1st Employment's expectations and values are grounds for disciplinary action up to and including termination of employment. These actions could vary from verbal warning up to termination depending upon the severity of employee's actions. Some actions may result in immediate termination including, but not limited to:

- Insubordination, refusal or intentional failure to perform assigned work.
- Harassment, including sexual misconduct. Harassing behavior may include, but is not limited to threatening or abusive language or acts.
- Violation of 1st Employment or client company safety practices.
- Reckless driving and/or speeding in company machine or vehicle.
- Failure of pre-employment, reasonable cause, post-accident, or random drug testing.
- Illegal possession of a controlled substance or possession of illegal drugs at your workplace.
- Working under the influence of alcohol, illegal drugs, or other impairing substances.
- Sleeping on the job.
- Any fraudulent activity or falsification documents including employment application, timesheets, attendance records, drug testing, etc.
- Any use of obscene and/or abusive language, threatening or intimidating treatment and/or display of violence behavior or fighting.
- Possession of firearms, explosives or weapons in or at the workplace.
- Theft of company or another employee's property.
- Absence from work without permission or notification.
- This list is illustrative only and does not provide a list of all actions which could result in immediate termination.

2.4 Drug and Alcohol Policy

1st Employment is committed to providing a safe and productive drug-free workplace. Substance abuse and alcohol testing may occur for any of the reasons listed below. A failed drug screen may result in disciplinary action up to and including termination of employment.

- Pre-Employment – Drug testing may be conducted as a routine pre-employment requirement.
- Reasonable Cause – When a supervisor observes behavior or performance problems that could adversely affect an individual's personal safety or the safety of others, an employee may be required to submit to drug and alcohol testing.
- Random Testing – Random testing may be required in order to monitor compliance with this policy.
- Post-Accident – All employees reporting a workplace accident or involved in a "near miss" may be required to submit to a post-accident drug screen. Alcohol testing may also be conducted post-accident if deemed necessary.

Federal laws and regulations require specific drug testing for certain categories of employees. 1st Employment will comply with all such federally-mandated testing, including reasonable cause and post-accident drug testing. Any employee who refuses to submit or no-shows to a federally-mandated drug test will be deemed to have failed the test and will be subject to disciplinary actions up to and including termination of employment. It is the policy of 1st Employment to strictly prohibit the manufacture, distribution, dispensing, possession, use, and/or sale of a controlled substance, including any of the following items by any individuals while on 1st Employment or 1st Employment customer property:

- Illegal or unauthorized drugs (including excessive quantities of prescription or over-the-counter drugs) and any other chemical substances which may affect an individual's mood, senses, responses, or motor functions, or alter or affect a person's perception, performance, judgment, reactions, or senses.
- Prescription or over-the-counter drugs which may adversely influence performance or behavior when taken in prescribed qualities. Any employee taking medication should consult a medical professional to determine whether the drug may affect their personal safety or the ability to perform the essential functions of the job. Your 1st Employment supervisor must be notified prior to reporting to work under the influence of any medications.
- Drug-related paraphernalia.
- Alcohol or intoxicating beverages.

It is also the policy of 1st Employment to strictly prohibit employees and others working on company premises from reporting to work or working under the influence of unauthorized or illegal drugs and/or alcoholic beverages. Any employee found to use, sell, possess, or distribute any illegal or unauthorized drugs (including excessive quantities of prescription or over the counter drugs) while on 1st Employment or 1st Employment customer property, performing 1st Employment-related duties, or operating 1st Employment or 1st Employment customer equipment will be subject to disciplinary action up to and including termination of employment. Any suspected illegal drug will be turned over to the appropriate law enforcement agency.

Medical Marijuana: 1st Employment does not discriminate against medical marijuana users. However, 1st Employment strictly prohibits employees from possessing, using, and/or being under the influence of medical marijuana at work. Employees violating this policy may be subject to discipline, up to and including termination of employment.
In addition, the following rules apply:

Arkansas Employees

Medical marijuana cardholders may be excluded from hiring for federally-designated safety-sensitive positions.

Furthermore, under state law, certain positions where being under the influence of marijuana could pose a direct threat to health or safety may be designated as safety-sensitive. Those positions therefore may not available to medical marijuana users. Examples include, but are not limited to:

- Carrying a firearm;
- Performing life-threatening procedures;
- Working with confidential information or documents pertaining to criminal investigations;
- Working with hazardous or flammable materials, controlled substances, food, or medicine; or
- Those where a lapse in attention could lead to injury, illness, or death, including operating or working on heavy equipment, aircraft, watercraft, or motor vehicles.

Oklahoma Employees

Medical marijuana license holders may be excluded from hiring if doing so would cause 1st Employment to lose a monetary benefit, or a license-related benefit, under federal law.

Furthermore, under state law as of August 28, 2019, 1st Employment will be allowed to (1) refuse to hire applicants for safety-sensitive jobs, or (2) discipline or discharge employees who work in safety-sensitive jobs, if they test positive for marijuana, even if they have a medical marijuana license. As of August 28, 2019, safety-sensitive positions include the following:

- Operation of a motor vehicle or other equipment, such as power tools;
- Processing, handling, packaging, storage, disposal, or transportation of hazardous materials;
- Maintaining, repairing, or monitoring the performance or operation of equipment, machinery, or manufacturing processes, the malfunction or disruption of which could result in injury or property damage;
- Firefighting;
- Operation, maintenance, or oversight of critical services and infrastructure, including gas, electric, and water utilities, and power generation and distribution;
- Extraction, compression, processing, manufacturing, handling, packaging, storage, disposal, treatment, or transport of potentially volatile, flammable, combustible materials, elements, chemicals, or any other highly regulated component;
- Dispensing pharmaceuticals, or preparing or handling food;
- Carrying a firearm; or
- Direct patient care or child care.

2.5 Workplace Violence

1st Employment provides a safe workplace for all employees and will not tolerate any type of workplace violence committed by or against employees.

Any potentially dangerous situations must be reported immediately to a 1st Employment. Reports can be made anonymously and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others on a need-to-know basis. All parties involved in a situation will be counseled and the results of an investigation will be discussed with them. 1st Employment will actively intervene at any indication of a possibly hostile or violent situation.

2.6 Courtesy

Courtesy and consideration are expected of all 1st Employment employees at all times. It is understandable that customers and employees may exhibit symptoms of stress from time to time. You are expected to be patient, understanding, and courteous under all circumstances. If a situation arises that you cannot handle, immediately contact 1st Employment.

2.7 Discipline

The progressive discipline system is intended to give employees notice of job related conduct and/or performance problems in order to provide an opportunity to correct those problems.

Discipline may be initiated for various reasons, including but not limited to violations of workplace rules, insubordination or poor job performance. The severity of the action generally depends on the nature of the offense and an employee's record. These actions could range from verbal counseling to immediate termination.

1st Employment reserves the right to utilize various forms of discipline at its sole and absolute discretion. Nothing in 1st Employment's progressive discipline policy shall alter the at-will status of employment.

2.8 Dress Code Policy

1st Employment supports a dress code that allows team members the flexibility to dress in a manner that is comfortable and authentic to them personally.

Likewise, 1st Employment strives to maintain a workplace environment that functions well and is free from unnecessary distractions and annoyances. As part of that effort, 1st Employment requires employees to maintain a neat and clean appearance that is appropriate for the workplace setting and for the work being performed. To that end, 1st Employment and its clients may determine and enforce guidelines for workplace-appropriate attire and grooming for their areas; guidelines may limit natural or artificial scents that could be distracting or annoying to others.

All 1st Employment employees are expected to present themselves in a properly groomed image to 1st Employment clients, other employees, and the public. Acceptable personal appearance is an ongoing requirement of employment with 1st Employment.

Any visible tattoos that depict language or images that are obscene, pornographic, or violate the company's policies prohibiting discrimination, harassment, and offensive conduct are prohibited.

Violations of the policy can range from inappropriate clothing items to offensive perfumes and body odor. Managers may determine if an employee is dressed inappropriately or not properly groomed for the workplace. Employees who report to work inappropriately attired or groomed will be asked to leave premises. Continued disregard of the dress code policy will result in disciplinary action up to and including termination of employment.

2.9 Grievances

It is 1st Employment's purpose to provide an effective way for employees to bring problems concerning their well-being at work to the attention of 1st Employment's management. Therefore, an informal grievance procedure has been established for the benefit and use of employees.

If you have a job-related problem, your first step is to discuss the situation with a 1st Employment Representative. If you do not feel that your problem has been addressed or solved, the next step is to discuss it with the 1st Employment Branch Manager and complete a grievance form. On this form, you will state what your situation is and what steps you feel would be necessary to correct your situation. If you do not feel that your situation has been resolved after these steps have been taken, your grievance will then be taken to the 1st Employment Human Resource Manager, whose decision will be final.

2.10 Computers

As a result of your employment, you may be given access to the 1st Employment network or a customer network and the Internet. Access is authorized through personal identification and password. Employees should not attempt to gain access to these computer systems through use of any user ID or password other than the one designated for their use. Attempting to gain access to the network or Internet though any password other than the one issued to you is prohibited and would be considered grounds for termination. The unauthorized installing or downloading of any software or network application is prohibited. All hardware, software and Internet connections are the property of 1st Employment or customer and can be monitored at any time without the user's consent. 1st Employment and or customer should be provided with a list of any passwords used. Employees should have no expectation of privacy when using 1st Employment or a customer's networks or computers. Personal use of this equipment and access should be kept to a minimum and confined to your personal time, breaks, lunch, etc. unless otherwise stated by 1st Employment or the customer.

2.11 E-Mail and Internet Usage

1st Employment recognizes that use of the Internet has many benefits for 1st Employment and its employees. The Internet and e-mail make communication more efficient and effective. Therefore, employees are encouraged to use the Internet appropriately. Unacceptable usage of the Internet can place 1st Employment and others at risk.

Since all the computer systems and software, as well as the e-mail and Internet connection, are 1st Employment or 1st Employment customer owned, all company policies are in effect at all times. Any employee who abuses the privileges of 1st Employment's facilitated access to e-mail or Internet, may be denied access to the Internet, and if appropriate, be subject to disciplinary action up to and including termination. There is no expectation of privacy and 1st Employment or 1st Employment's customer may retrieve, review, store and/or disclose any communication, transmission, data, or interchange.

The following guidelines have been established for using the Internet and e-mail in an appropriate, ethical and professional manner.

1. 1st Employment and 1st Employment's customer Internet and e-mail access may not be used for transmitting, retrieving or storing of any communications of a defamatory, discriminatory or harassing nature or materials that are obscene or sexual in nature. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual orientation shall be transmitted. Harassment of any kind is prohibited.

2. Disparaging, abusive, profane, or offensive language; materials that would adversely or negatively reflect upon 1st Employment or its customer be contrary to 1st Employment's best interests; and any illegal activities -- including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access to any computers on the Internet or e-mail -- are forbidden.

3. Copyrighted materials belonging to entities other than 1st Employment may not be transmitted by employees on the company's network. All employees obtaining access to other companies' or individual's materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only. If you find something on the Internet that may be interesting to others, do not copy it to a network drive. Instead, give the URL (uniform resource locator or "address") to the person who may be interested in the information and have that person look at it on his/her own.

4. Do not use the system in a way that disrupts its use by others. This includes excessive dial-in usage, sending or receiving many large files and "spamming" (sending e-mail messages to thousands of users).

5. Each employee is responsible for the content of all text, audio or images that he/she places or sends over the company's Internet and e-mail system. No e-mail or other electronic communications may be sent which hides the identity of the sender or represents the sender as someone else. Also, be aware that 1st Employment name is attached to all messages so use discretion in formulating messages.

6. E-mail is not guaranteed to be private or confidential. All electronic communications are 1st Employment property. Therefore, 1st Employment reserves the right to examine, monitor and regulate e-mail messages, directories and files, as well as Internet usage. Also, the Internet is not secure so don't assume that others cannot read -- or possibly alter -- your messages.

7. Personal use of social networking sites and applications such as Facebook, MySpace, and Twitter on company time is not allowed, regardless of whether they are accessed via 1st Employment computer network, customer computer network, or a cellular phone network.

8. Recognize that you are legally liable for anything you write or present online, including on social networking sites and blogs. Commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment can result in disciplinary action up to and including termination, regardless of whether you post this content on company time or use 1st Employment or customer property to do so.

9. Employees should have no expectation of privacy when using 1st Employment or 1st Employment-customer e-mail or Internet access.

10. Unless given permission in writing by the President of 1st Employment, you are not authorized to speak on behalf of the company, nor to represent that you do so.

11. This policy is not intended to restrict communications or actions protected or required by state or federal law.

2.12 Social Media Policy

At 1st Employment, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries

with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all 1st Employment employees. Managers and supervisors should contact 1st Employment Corporate for additional guidance in administering the policy.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with 1st Employment, as well as any other form of electronic communication. The same principles and guidelines found in the 1st Employment Courtesy and Code of Conduct apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of 1st Employment or 1st Employment's legitimate business interests may result in disciplinary action up to and including termination.

Know and follow the rules

Carefully read these guidelines, the 1st Employment Courtesy, Code of Conduct, E-Mail and Internet Usage Policy, the 1st Employment Equal Opportunity Employment Policy, Discrimination and Harassment Policy and Sexual Harassment Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be respectful

Always be fair and courteous to fellow employees, customers, members, suppliers or people who work on behalf of 1st Employment. Also, keep in mind that you are more likely to resolved work-related complaints by speaking directly with your co-workers or supervisor than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism,

avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, applicants, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

Be honest and accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about 1st Employment, fellow employees, members, customers, suppliers, people working on behalf of 1st Employment and/or competitors.

Post only appropriate and respectful content

- Maintain the confidentiality of 1st Employment trade secrets and private or confidential information. Trades secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities. Such online conduct may also violate the Insider Trading Policy.
- Do not create a link from your blog, website or other social networking site to a 1st Employment website without identifying yourself as a 1st Employment employee.
- Express only your personal opinions. Never represent yourself as a spokesperson for 1st Employment. If 1st Employment is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of 1st Employment, fellow employees, members, customers, suppliers or people working on behalf of 1st Employment. If you do publish a blog or post online related to the work you do or subjects associated with 1st Employment, make it clear that you are not speaking on behalf of 1st Employment. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of 1st Employment."

Using social media at work

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your supervisor or consistent with the 1st Employment Computers Policy. Do not use 1st Employment email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation

1st Employment prohibits taking negative action against any associate for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination. If you have questions or need further guidance, please contact 1st Employment Corporate Office at (479) 717-2910.

2.13 Anti-Infringement Policy

Purpose

The purpose of the 1st Employment Website Content Policy is to make all members of the 1st Employment community aware of the serious consequences related to the use of copyrighted, confidential, or defamatory material, and to explain the policies and procedures 1st Employment follows in responding to notifications of complaints involving the 1st Employment network.

This Policy supersedes all prior policies and guidance relating to Website Content.

Covered Persons

All employees, agents, and contractors of 1st Employment.

Policy

1st Employment strictly prohibits any and all of the following "Prohibited Material" on its computer systems, websites, or networks:

- copyright, trademark, patent, trade secret or other intellectual property infringement, including but not limited to using any copyrighted names, texts, or images, offering pirated computer programs or links to

such programs, serial or registration numbers for software programs, copyrighted music, or similar content;
- defamatory, slanderous, or libelous content in any form;
- content which is protected, confidential, or otherwise not intended for public use, including personally identifiable consumer information, which 1st Employment does not have authorization to use.

Examples:

The following are some examples of Prohibited Material under this policy (this list is non-exhaustive, and is for illustration purposes only):

- Downloading and sharing MP3 files of music, videos, and games without permission of the copyright owner
- Using corporate logos without permission
- Enhancing a website page with music that is downloaded or artwork that is scanned from a book, all without attribution or permission of the copyright owners
- Scanning a photograph that has been published and using it without permission or attribution
- Downloading licensed software from non-authorized sites without the permission of the copyright or license holder
- Publishing personally identifiable consumer information or photographs of customers, employees, or clients without their express permission
- Posting, publishing, emailing, or commenting with information that accuses any individual or company of wrongdoing
- Posting, publishing, emailing, or commenting using profanity, name-calling, discriminatory language, or other inappropriate content.

1st Employment users should not make unauthorized copies of Prohibited Material on or using 1st Employment's computer systems, networks or storage media. Further, 1st Employment users should not store unauthorized copies of copyrighted works or other Prohibited Material using 1st Employment's systems, networks or storage media. 1st Employment users should not download, upload, transmit, make available or otherwise distribute Prohibited Material without authorization, whether using 1st Employment's computer systems, networks, internet access or storage media. Use of unlicensed/unauthorized peer-to-peer file services that would promote copyright infringement is prohibited. 1st Employment reserves the right to monitor its computer systems, networks and storage media for compliance with this policy, at any time, without notice, and with or without cause.

1st Employment reserves the right to delete from its computer systems or storage media, or restrict access to, any Prohibited Material it may find, at any time and without notice.

If users utilize copyrighted material for educational, instructional, research, or like arenas, 1st Employment will follow the legal doctrine of fair use.

Covered Persons who violate this policy are subject to disciplinary action as appropriate under the circumstances. Such disciplinary action may include suspension, termination, and other legal actions.

Notice Procedures

It is expected that all members of the 1st Employment community will comply with this Policy. However, if 1st Employment is notified of a violation, or otherwise becomes aware of facts and circumstances from which such violation of this Policy is apparent, it will respond expeditiously by removing, or disabling access to, the Prohibited Material.

Notice of Claimed Copyright Infringement

Violation of the above policy can expose the user and 1st Employment to severe civil and criminal liability under copyright law. Hence, all users are required to adhere to the law and policy set out above. For questions or concerns related to copyright compliance and claimed copyright infringement, please contact the designated agent for 1st Employment (see below).

If there is a belief that any 1st Employment faculty, staff, or student has infringed the rights of a copyright owner, please contact the designated agent via written notification. A written notice of the claimed copyright infringement, in accordance with the specifications of the DMCA, should include the following information:

- Your physical or electronic signature.

- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number and e-mail address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

1st Employment's designated agent for the resolution of copyright-related concerns is Jason Daugherty. If you have any questions regarding this policy, please do not hesitate to contact the agent at: jdaugherty@1stemployment.com.

2.14 Personal Phone Calls

Personal phone calls during working hours distract employees from their job responsibilities and may be disruptive to coworkers. Employees should therefore limit the placing or receiving of personal calls during working hours to those required only in an emergency situation.

Employees are therefore asked to make any other personal calls on non-work time where possible and inform friends and family members of this policy. Flexibility will be provided in circumstances demanding immediate attention.

2.15 Cellular Phones

While at work, employees are expected to exercise the same discretion in using personal cellular phones as is expected for the use of company phones. Excessive personal calls, use of text messages, or use of cellular phones or PDA's to access the Internet or play games during the workday can interfere with employee productivity and be distracting to others.

2.16 Safety

Every employee has a responsibility to make sure that all work is done in the safest manner possible. You should contact your 1st Employment representative immediately if you feel the work environment might be considered hazardous or dangerous to your safety.

All safety rules must be obeyed at all times. Violations of any safety rule, improper safety and work procedure, or giving false information during an accident investigation, will result in disciplinary actions up to an including termination of employment.

Before beginning any 1st Employment job assignment, get a detailed verbal description of the duties that you are to perform from your 1st Employment representative. If you are asked to change duties after you arrive at the job site, call your 1st Employment representative immediately. Do not change duties without 1st Employment's knowledge or approval. In addition, do not commence working on a new job assignment until you have received proper safety orientation about your assignment and about any machinery that you might be expected to use during the course of your assignment.

You should be aware of the personal protective equipment required for your assignment. You should not begin your assignment until you have the proper personal protective equipment and know the correct way to wear the personal protective equipment.

Do not operate any equipment, machine, or moving vehicle until you have been properly trained and have been given permission and/or directed by your on-the-job supervisor. No machine may be engaged while other employees are working on the machine.

1st Employment employees are prohibited from operating any motor vehicle without prior authorization from your 1st Employment representative.

Horseplay, and/or other unsafe acts which may distract or endanger another employee or the employees involved, will not be tolerated regardless of whether or not an employee is injured.

Intoxicating liquors, drinks, or other items which tend to affect an employee's judgment, abilities, faculties, stabilities, and/or safe job performance will not be allowed and/or consumed on 1st Employment's or any customer's property at any time.

In addition, no weapons (guns, knives, clubs, sticks, prods, and/or any other dangerous item) will be allowed on 1st Employment's or any customer's property at any time.

No 1st Employment employee shall take any action which results in an injury to themselves, another employee, or which causes major damage to property due to neglect or disregard of safety rules, housekeeping procedures, or proper work procedures.

This section is a summary of 1st Employment's safety requirements and guidelines but is not a complete statement of such. You are responsible for following all of 1st Employment's safety policies, which can be found in the 1st Employment Safety Handbook. Copies of either handbook are available at 1st Employment offices and the Employee Portal.

2.17 Personal Items

1st Employment cannot be responsible for your personal possessions while you are at work. We urge you not to bring valuables or large sums of money with you to work. Please keep purses and/or valuables in your desk or vehicle at all times.

2.18 Suggestions

If you have suggestions or ideas that you feel might make you job or the office more pleasant, efficient or effective, please submit those suggestions to 1st Employment. Ideas are always welcome, and the door for communication is always open.

3.0 Compensation

3.1 Payment of Compensation

1st Employment hourly employees are paid weekly resulting in 52 pay periods per year. 1st Employment's scheduled work week is Monday through Sunday. Timecards should be submitted weekly by the Monday deadline specific to your 1st Employment location. Timecards should be verified and signed by an authorized customer representative before being submitted. Paychecks will be distributed on pay dates established by 1st Employment.

1st Employment salaried employees are paid bi-weekly on pay dates established by 1st Employment.

3.2 Personnel Records

A permanent record of each employee's work history will be maintained. Employees may review their personnel files. However, these files are the property of 1st Employment and may not be copied by the employee. Request to review your personnel file should be scheduled through a 1st Employment manager.

4.0 Approved Leaves

A leave of absence is defined as an unpaid approved absence from work for a specified period of time for medical, parental, military, or other personal reasons. (See each leave of absence category below for a more complete definition of each type of leave.) 1st Employment complies with all requirements of the Family and Medical Leave Act of 1993 (FMLA) providing up to 12 weeks of unpaid leave for eligible employees, and up to 26 weeks of unpaid leave for eligible military caregivers as defined by statute. If an employee finds that he she must be out of work for more than 3 days, the employee should contact 1st Employment to determine if a leave of absence may be necessary.

4.1 Bereavement Leave

Bereavement leave will be given when the death of a family member results in time away from work. In the case of a death in your immediate family, you will receive three days off to be with your family. One day off will be given for a death of an extended family member. Any additional days must be approved by 1st Employment.

Immediate family members will include parents, children, grandparents, brothers, sisters and in-laws. Extended family members include aunts, uncles and first cousins. Documentation may be required upon return to work.

4.2 Jury Duty

Employees serving jury duty will be granted leave. In the event that you are called for jury duty, you should notify 1st Employment as soon as possible. If you are scheduled to serve partial days, you should report to work for the remainder of the workday unless instructed not to do so by 1st Employment.

4.3 Military Leave

Employees who are inducted into the U.S. Armed Forces or who are reserve members of the U.S. Armed Forces of state militia groups will be granted leave of absences for military service, training or other obligations in compliance with state and federal laws. These employees may use accrued paid time off but are not required to do so. At the conclusion of the leave, employees generally have the right to return to the same position he/she held prior to the leave or to a position with equivalent seniority, pay and benefits.

Employees are requested to notify 1st Employment as soon as they are aware of military obligations.

4.4 Family Medical Leave Act

The Family and Medical Leave Act (FMLA) provides eligible employees with up to 12 weeks of unpaid leave for certain family and medical reasons during a 12 month period, and up to 26 weeks of unpaid leave for eligible military caregivers who leave to care for a covered service member with a serious injury or illness.

Under the FMLA, covered employers must provide eligible employees with up to 12 weeks of unpaid leave for the birth, adoption, placement of a child in foster care, or serious illness of a child, parent, spouse or the employee, or up to 26 weeks of unpaid leave for eligible military caregivers who leave to care for a covered service member with a serious injury or illness. During this leave, an eligible employee is entitled to continued group health plan coverage as if the employee had continued to work. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or to an equivalent position.

A. General Provisions

It is the policy of 1st Employment to grant up to 12 weeks of family and medical leave during any 12-month period to eligible employees, or up to 26 weeks of unpaid leave for eligible military caregivers who leave to care for a covered service member with a serious injury or illness during a single 12-month period, in accordance with the Family and Medical Leave Act of 1993 (FMLA). The leave may be paid, unpaid, or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

B. Eligibility

In order to qualify for family or medical leave under this policy, the employee must meet all of the following conditions:

1) The employee must have worked for the employer for 12 months, or 52 weeks. The twelve months, or 52 weeks, need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

2) The employee must have worked at least 1,250 hours during the twelve-month period immediately proceeding the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently,

these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

3) The employee must work in an office or worksite where 50 or more employees are employed by the company within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

C. Type of Leave Covered

In order to qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

1) The birth of a child and in order to care for that child;

2) The placement of a child for adoption or foster care, and to care for the newly placed child;

3) To care for a spouse, child, or parent with a serious health condition; or

4) The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition which requires inpatient care at a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition which requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long term health condition which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.

Employees with questions about what illnesses are covered under this FMLA policy are encouraged to consult with the Human Resource Department.

1st Employment may require an employee to provide a doctor's certification of the serious health condition. The certification process is outlined in section H. 1st Employment may also require a second opinion.

If an employee takes prior paid time off for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the company may designate all or some portion of related leave taken as leave under this policy to the extent that the earlier leave meets the necessary qualifications.

5) Because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. The term "active duty" means duty under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code. The term “contingency operation” has the same meaning given such term in section 101(a)(13) of title 10, United States Code.

6) An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who has suffered a serious injury or illness in the line of duty shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall only be available during a single 12-month period. The term “serious injury or illness,” in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

D. Calculation and Computation of Leave Time

An eligible employee can take up to 12 weeks of leave under items one (1) through five (5) of this policy during any 12-month period. 1st Employment will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

Leave taken under item (6), in relation to the care of a service member who suffers a serious injury or illness while in the line of duty, may take up to 26 workweeks of military caregiver leave in any single 12-month period per service member, per injury. This means that an eligible employee may take 26 workweeks of leave to care for one covered service member in a “single 12-month period” and then another 26 workweeks of leave in a different “single 12-month period” to care for another covered service member or to care for the same covered service member with a subsequent serious injury or illness. The “single 12-month period” for military caregiver leave begins on the date an

employee first takes leave to care for a covered service member with a serious injury or illness.

If a husband and wife both work for the 1st Employment, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave.

E. Employee Status & Benefits During Leave

While an employee is on leave, the company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the company will require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period.

Under current company policy, the employee pays a portion of the health care premium for coverage in excess of employee coverage. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Accounting Department by the 5th day of each month. If the payment is more than 30 days late, the employee's excess health care coverage may be dropped for the duration of the leave. The employer will provide notification 15 days prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the employee must request continuation of such benefits, and pay their portion of the premiums. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

F. Employee Status After Leave

An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits, and working conditions.

The company may choose to exempt certain highly compensated employees from this requirement and not return them to the same or similar position.

G. Use of Paid and Unpaid Leave

If the employee has accrued or earned paid leave the employee must use paid leave first and take the remainder of the unpaid leave. 1st Employment will notify the employee within two business days in writing or orally (to be confirmed in writing by no later than the employee's next regular payday) whether or not the leave will be designated as FMLA leave.

An employee who is taking leave because of the employee's own serious health condition or the serious health condition of a family member must use all accrued paid time off prior to being eligible for unpaid leave. Paid leave may be substituted for unpaid FMLA leave if the reason for the FMLA leave is covered by the established paid time off policy.

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA leave. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks can be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12 week entitlement.

An employee who is taking leave for the adoption or foster care of a child must use all accrued paid time off prior to being eligible for unpaid leave.

An employee who is taking leave due to a service member’s call to active duty or in order to care for a service member who suffers a serious injury or illness while in the line of duty must use all accrued paid time off prior to being eligible for unpaid leave.

H. Intermitted Leave or a Reduced Work Schedule

The employee may take FMLA leave in consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year), or under certain circumstances may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of the specified number of work weeks over a 12-month period.

The company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, for leave for the employee or employee's family member that is foreseeable and for planned medical

treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption, or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the company before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary. The company may require certification of the medical necessity as discussed in Section H.

I. Certification of the Serious Health Condition

1st Employment may ask for certification of the serious health condition. The employee should try to respond to such a request within 15 days of the request, or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification may be provided by using the Medical Certification Form. Request for a medical certificate must be made in writing as part of the employer response to employee request for leave.

Certification of the serious health condition shall include: the date when the condition began, its expected duration, and a brief statement of treatment. For medical leave for the employee's own medical condition, the certification must also include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position. For a family member who is seriously ill, the certification must include a statement that the patient, the family member, requires assistance and that the employee's presence would be beneficial or desirable.

If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent leave or working a reduced schedule.

The company has the right to ask for a second opinion if it has reason to doubt the certification. The company will pay for the employee to get a certification from a second doctor, which the company will select. If necessary to resolve a

conflict between the original certification and the second opinion, the company will require the opinion of a third doctor. The company and the employee will mutually select the third doctor, and the company will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

J. Certification Related to Active Duty or Call to Active Duty

1st Employment may require that a request for leave in regard to the active duty or a call to active duty of a spouse, or a son, daughter, or parent of the employee be supported by a certification issued at such time and in such manner as the Federal Government may by regulation prescribe. If the Federal Government issues a regulation requiring such certification, the employee shall provide, in a timely manner, a copy of such certification to the employer.

K. Procedure for Requesting Leave

All employees requesting leave under this policy must provide notice with an explanation of the reason(s) for the needed leave to 1st Employment. If the leave is foreseeable, 1st Employment may require the employee to provide a written request for leave and reasons(s) with a copy to the Human Resources Department. Failure of the employee to provide a written request for leave cannot be grounds to deny or delay the taking of FMLA leave.

The company will provide individual notice of rights and obligations to each employee requesting leave within two business days or as soon as practicable. For employees on intermittent or recurring leave for the same incident this notice will be provided every six months.

When an employee plans to take leave under this policy, the employee must give the company 30 days notice. If it is not possible to give 30 days notice, the employee must give as much notice as is practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the company's operations.

If an employee fails to provide 30 days notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the employer receives notice. While on leave, employees are requested to report periodically to the company regarding the status of the medical condition, and their intent to return to work.

4.5 Leave of Absence Without Pay

In an effort to recognize the need of employees who require time off in addition to any accrued paid time, 1st Employment may consider a personal leave of absence without pay for up to a maximum of 30 days.

All employees employed by 1st Employment for a minimum of 90 days may be eligible to apply for and unpaid personal leave of absence. Job performance, absenteeism, and job requirements will be taken into consideration before a request is approved. Request for unpaid personal leave may be denied or granted by 1st Employment for any reason or no reason and are within the sole discretion of 1st Employment. 1st Employment approval is required.

Employee Benefits

Refer to 1st Employment Benefits insert for detailed information on benefits package.

Employee Handbook Acknowledgement Form (NW127)

I acknowledge that I have received the 1st Employment Employee Handbook. I agree to conform to the rules and regulations of 1st Employment as described in the handbook, which is intended as a guide to human resource policies and procedures. I understand that the company has the right to change the handbook without notice. It is understood that future changes in policies and procedures will supersede or eliminate those found in this book, and that employees will be notified of such changes through normal communication channels.

EEOC	**Drug & Alcohol Policy**	**Personal Phone Calls**
Corrective Action	**Work Place Violence**	**Cell Phones**
Conduct	**Progressive Discipline**	**Payment/Time Card Rules**
Attendance	**Grievances**	**Internet Usage**
Call-In Policy	**Benefits**	**Approved Leaves**
	Discrimination and Harassment	

I understand that it is my responsibility to contact 1st Employment within 48 hours of the end of an assignment to request reassignment and every five (5) days between assignments to update my availability status. I understand that failure to contact 1st Employment as stated in the Call-In Policy is considered a voluntary quit and may result in disqualification of my unemployment insurance benefits.

I am aware that 1st Employment offers various benefit options which are explained in the 1st Employment Employee Benefits Addendum (d127b). I understand that if I am interested in learning more about 1st Employment employee benefits, I should see a 1st Employment Representative for additional information. I also understand and agree that the information contained in these materials does not constitute an employment contract between 1st Employment and me, and that either I or 1st Employment may terminate our employment relationship at any time, with or without cause.

_____

Employee Signature

_____

Employee Name (please print)

_____

Date

Please give this completed form to a 1st Employment Representative for filing in your personnel file.

_____

1st Employment Representative