

# **BEAR STAFFING SERVICES**

## **Handbook for Temporary Employees**

[www.bearstaff.com](http://www.bearstaff.com)

**1-866-580-BEAR**

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## **STATEMENT OF EMPLOYMENT RELATIONSHIP**

### **PLEASE READ CAREFULLY**

EVERY EMPLOYEE OF BEAR STAFFING IS AN EMPLOYEE AT-WILL. IN ORDER TO EXPLAIN WHAT THIS MEANS, **THE LAW REQUIRES US TO TELL YOU THAT THE COMPANY CAN FIRE YOU AT ANY TIME, WITH OR WITHOUT NOTICE AND WITH OR WITHOUT CAUSE.** THIS IS TRUE NO MATTER WHAT MAY BE STATED ELSEWHERE IN THIS HANDBOOK OR IN ANY OTHER WRITING GIVEN TO YOU BY THE COMPANY. LIKEWISE, YOU CAN QUIT AT ANY TIME YOU WANT, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE.

THIS HANDBOOK CONTAINS NO PROMISES OF ANY KIND AND BEAR STAFFING CAN, ON ITS OWN, CHANGE OR DISCONTINUE ANY POLICY IN THIS HANDBOOK OR OTHER WRITING, OR CHANGE ANY WORKING CONDITIONS WITHOUT HAVING TO CONSULT ANYONE AND WITHOUT ANYONE'S AGREEMENT.

NO ONE OTHER THAN THE PRESIDENT OR TREASURER/EXECUTIVE VICE PRESIDENT CAN ENTER INTO ANY AGREEMENT WITH YOU THAT IS CONTRARY TO THIS STATEMENT OF EMPLOYMENT RELATIONSHIP AND, IF ANY CONTRARY AGREEMENT IS MADE, IT MUST BE IN WRITING AND SIGNED BY THE PRESIDENT OR TREASURER/EXECUTIVE VICE PRESIDENT.

THIS IS THE COMPANY'S CURRENT EMPLOYEE HANDBOOK AND ALL PRIOR HANDBOOKS ARE VOID.

## **1.0 INTRODUCTION**

### *1.1. PURPOSE OF HANDBOOK*

The purpose of this handbook is to establish policies and procedures for all temporary employees of Bear Staffing. All temporary employees are responsible for becoming familiar with each of the provisions of this manual.

Please read this handbook as soon as you receive it and ensure you understand the information included.

## **2.0 GENERAL PERSONNEL POLICIES**

### *2.1. EEO STATEMENT*

Bear Staffing is an Equal Opportunity Employer (EOE). Our policy with respect to decisions affecting all terms and conditions of employment is to treat applicants and employees without regard to race, creed, color, sex, sexual orientation, religion, national origin, ancestry, age, marital status, disability and veteran status, or any other classification protected by applicable law, except where such considerations are bona fide occupational qualifications permitted by law. Bear Staffing will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Employees with questions or concerns about any type of discrimination in the workplace, including at the workplace of any temporary assignment, are encouraged to bring these issues to the attention of Bear Staffing's President or Treasurer/Executive Vice President. Employees can raise such concerns without fear of retaliation.

Any Bear Staffing employees found to be engaging in any type of unlawful discrimination and/or retaliation will be subject to disciplinary action, up to and including termination of employment.

### *2.2. ANTI-HARASSMENT POLICY*

#### **Introduction.**

It is the policy of Bear Staffing to prohibit harassment in the workplace based on sex, race, national origin, religion, age, color, sexual orientation, physical or mental disability, and other classifications protected by applicable law. Bear Staffing's management is committed to vigorously enforcing this Policy at all levels within Bear Staffing. Bear employees will investigate complaints about conduct in violation of this Policy and, where necessary, will implement remedies to ensure employees are protected from illegal harassment.

### **Whose Conduct is Covered?**

This policy covers and protects all Bear employees, whether they are performing work on Bear premises or on assigned client worksites.

In addition to covering the conduct engaged in by fellow Bear employees and supervisors, this policy also covers the employees and supervisors of clients, as well as others in the workplace, such as outside vendors, suppliers, customers, and visitors.

### **What is Sex-Based Harassment?**

Unwelcome sexual advances, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute sexual harassment when:

- submission to such conduct is made a condition of employment; or
- submission or rejection of such conduct is used as a basis for employment decisions affecting the individual; or
- such conduct has the purpose or effect of substantially interfering with work performance, or creating or maintaining an intimidating, hostile or offensive environment.

Sexual harassment may include a wide range of obvious and/or subtle comments and conduct. Depending on the circumstances, it may include, but is not limited to, repeated offensive or unwelcome sexual advances; subtle or overt pressure for sexual favors; sexual jokes; verbal comments or innuendo of a sexual nature; propositions or advances; graphic commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling, touching, pinching or other physical touching; suggestive, insulting or obscene comments or gestures; display of sexually suggestive objects or pictures.

Sexual harassment may include harassment between individuals of the same gender.

### **What is Harassment Based on Other Protected Classifications?**

Harassment based on sex, race, national origin, religion, age, color, physical or mental disability, and other legally protected classifications exists in instances such as:

- Negative statements, jokes, insults, and/or offensive pictures or drawings are directed to an employee because of his or her sex, race, national origin, religion, age, color, physical or mental disability, or other legally protected classifications.

### **Reporting Prohibited Harassment.**

Bear Staffing encourages the prompt reporting of all perceived incidents of harassment, regardless of who the alleged offender may be.

Bear employees working at client sites must report all claims of harassment to Bear to ensure that Bear can take action to investigate and correct any problems.

If you are a witness to, or believe that you have experienced harassment based on your sex, race, national origin, religion, age, color, physical or mental disability, or other legally protected classification, then you should immediately notify Bear's President and/or Bear's Treasurer/Executive Vice President.

### **Investigations of Harassment Complaints.**

All reports of harassment will be investigated promptly and thoroughly by a person who is not involved in the alleged harassment. To the extent practical and appropriate under the circumstances, confidentiality will be maintained throughout the entire investigation to protect the privacy of the individuals involved.

The complaining individual will be informed of the results of the Bear Staffing's investigation.

The investigation of complaints by Bear employees regarding the conduct of client employees will necessarily be in cooperation with the client. Bear will strive to ensure a harassment free environment for its employees, regardless of their work location.

### **Corrective Action.**

If Bear Staffing's investigation confirms that harassment or other improper behavior has occurred, Bear Staffing will take swift, appropriate action. Such action may include, for example, training, referral to counseling, or disciplinary action, such as warnings, reprimands, reassignment, suspension, or discharge. Due to the nature of Bear's business, Bear may not control the alleged harasser or the actual worksite. In such circumstances, Bear will take other appropriate action to remedy the situation.

### **No Retaliation.**

An employee will not be subject to retaliation, intimidation, or discipline as a result of making a complaint of harassment or providing information in connection with another's complaint.

### **2.3. VIOLENCE IN THE WORKPLACE PREVENTION POLICY**

Bear Staffing has a policy of zero tolerance for violence. If you engage in any violence in the workplace, or threaten violence in the workplace, your employment will be terminated immediately for cause. No talk of violence or joking about violence will be tolerated. This applies to Bear's worksites and our clients' worksites.

Bear Staffing is committed to providing a work environment that is free from violence or threats of violence against individuals as well as company and personal property. Compliance with this policy requires that all individuals on Bear's and clients' premises, whether employees or non-employees, conduct themselves in a professional manner consistent with good business practices. Such individuals are expected therefore to conduct themselves in a non-violent and non-physically threatening or intimidating manner.

Workplace Violence is defined as a single behavior or series of behaviors which constitutes or appears to constitute assault, battery, harassment, intimidation, threats or similar actions, destruction or attempted destruction of company or personal property and which occurs in the workplace or while individuals are engaged in business on behalf of Bear and/or its clients. Violations of this policy will lead, at Bear's and/or clients' discretion, to termination of employment. Bear and/or clients, also reserve the right to report such violations to appropriate law enforcement authorities.

To clarify:

Prohibited acts of workplace violence include but are not limited to threats, intimidation, physical attack, property damage or possession/use of a weapon.

- **A Threat** is the expression of intent to cause physical or mental harm.
- **Physical Attack** is intentional unwanted or hostile physical contact such as hitting, pushing, kicking, shoving, throwing of objects or fighting.
- **Intimidation** includes but is not limited to stalking or engaging in actions intended to frighten, coerce or induce distress.
- **Property Damage** is intentional damage to property owned by Bear, Bear employees, clients and clients' employees.
- **A Weapon** is any object used or designed to be used to attack or intimidate another person.

All employees are responsible for establishing and maintaining a work environment that promotes professionalism and is free of workplace violence. This responsibility includes being alert to situations in which workplace violence is occurring or is likely to occur, and in good faith immediately notifying appropriate management personnel of any incidents or concerns.

You are encouraged to report any incident that may involve a violation of any of the company's policies that are designed to provide a comfortable workplace environment. Concerns should be presented to Bear's President or Bear's Treasurer/Executive Vice President. Employees working at client worksites who have any workplace violence concerns should also report such concerns to Bear's President or Bear's Treasurer/Executive Vice President.

### **3.0 WORK CONDUCT RULES**

#### *3.1. PUNCTUALITY AND ATTENDANCE POLICY*

Your arrival at your assignment on time, and your attendance while assigned is considered a vital part of successful job performance. Accepting an assignment is a commitment to arrive at the assignment on time. It is required that you are at your assignment and prepared to begin work at the scheduled start time. Also returning from all breaks, including lunch, and remaining at your assignment until the end of your scheduled time is expected. If for any reason you are going to be late or not able to report to your assignment, you must call immediately and speak personally to a representative at Bear Staffing. The Company expects you to assume the responsibility of both your attendance and punctuality. If a pattern of lateness or absenteeism occurs your supervisor may discuss the matter with you in an effort to correct the situation. If the situation is not corrected and the improvement maintained than further disciplinary action may result up to and including termination.

If you have any prior commitments, such as scheduled vacation, court dates, physician appointments, etc. that would affect your attendance, it is required that you communicate that prior to accepting an assignment with Bear Staffing.

#### *3.2. INJURY PROCEDURE*

It is the policy of Bear Staffing to maintain a safe and productive working environment for our employees and others having business with Bear Staffing. It is essential that all safety equipment is worn at all times and safety rules and procedures are always adhered to and followed at the assigned location. In the unfortunate event that an injury occurs on the job it is your responsibility to abide by the following procedure:

- Immediately report the injury to your supervisor/foreman (Client) and a representative of Bear Staffing no matter how minor it may be.
- An injury report will be filled out promptly. It is your responsibility to cooperate with your supervisor in the completion of the report.
- If treatment of a work-related injury is needed you must go, as directed by management, to the approved Physician or Health Care facility (unless it is an emergency). If it is an emergency, either have someone call 911, or proceed to the nearest emergency facility.
- You are not authorized to go to your family doctor or any outside physician of your own choice for work related injuries. Workman's Compensation insurance medical benefits may be denied for these costs.
- Drug and Alcohol testing may be required for work-related injury or illness.

- Prescriptions for Worker's Compensation prescription medications must be filled at the approved drug store facility as directed by the Company. No employee should have to pay for worker's compensation prescription medication.
- A "Return to Work" note from the participating doctor is required for any employee to be permitted to return to work after an absence from work due to any injury or illness work related or not.
- It is required to go to all follow-up medical appointments at the designated location and time. It is your responsibility to call, cancel and or reschedule these appointments. Employees who No Call/No Show for medical appointments may be disciplined which may include termination.
- Please note a full accident/injury report and investigation may be conducted whenever there is an injury or accident on the job.

### 3.3. *E-MAIL, INTERNET AND COMPUTER USE POLICY*

All electronics, telephone communications systems, communications that store or transmit information, received or contained in the Company's or affiliates or clients' information systems are the property of Bear Staffing or the respective affiliates or clients, and as such, are to be used solely for job-related purposes. You should not transmit anything in an e-mail message that you would not be comfortable with writing in a letter or a memorandum.

Bear Staffing has the capability, and reserves the right, to access, review, copy and delete any messages or information sent, received or stored on its e-mail system, or in its computer files or discs, for any purpose and to disclose same to any party (inside or outside the Company) in its sole discretion. **The e-mail system is not the private mail of its users; it is the mail of the Company and the Company has the right to monitor all e-mail.**

Use of the e-mail system, or computer system, to engage in harassment or any communications which are in violation of Company policies, including, but not limited to, transmission or receipt of defamatory, obscene, offensive or harassing messages/information, or messages that disclose personal and/or confidential information without authorization, is prohibited.

Use of the e-mail system for any solicitation purposes is prohibited.

This policy is subject to change and revision, at Bear Staffing's sole discretion, as circumstances and developing technology warrant. Violations of this policy will result in discipline, up to and including discharge.

### 3.4. *CONFIDENTIALITY POLICY*

During the course of your employment with Bear Staffing and its affiliates and clients, you may be provided with confidential, sensitive and/or proprietary information or data about Bear Staffing, its affiliates and clients. It is crucial to the Company and its affiliates and clients that this information and data not be used improperly and be kept strictly confidential.

As a condition of employment and continued employment, employees must agree that during and subsequent to their employment with the Company, they shall not use or disclose (other than in the performance of their duties to the Company or as directed by the Company):

(a) any confidential, sensitive or proprietary information and any data, software, plans, drawings, and/or other information of any nature provided to the Company by, or on behalf of, any affiliate or customer; or

(b) any confidential, sensitive or proprietary information and any data, software, plans, drawings, and/or other information of any nature created by the Company for itself or for any affiliate or customer.

The foregoing encompasses both an employee's own work as well as the work of any other employee of the Company.

The breach of this policy may result in discipline, up to and including termination. Further, the breach of this policy may constitute grounds for a suit for damages by the Company against the employee.

### 3.5. *EMPLOYEE INFORMATION*

To ensure that your personnel file is up-to-date at all times, notify your supervisor or the human resources department of any changes in your name, telephone number, home address, marital status, number of dependents, beneficiary designations, the names of individuals to notify in case of an emergency, and so forth.

### 3.6. *CLIENT POLICIES*

Employees are required to follow all applicable client workplace rules and regulations. Failure to follow client workplace rules and regulations may lead to your removal from the worksite, as well as discipline up to and including termination.

If you have any questions regarding such policies, you may address them to your client supervisor or to Bear's President or Treasurer/Executive Vice President.

### 3.7. *TIME SHEET INSTRUCTIONS*

As an employee of Bear Staffing, you are responsible for reporting the time you worked to us.

In order to make sure you receive your paycheck on time, you must do the following:

- Fill in your time completely
- Sign your timecard
- Get the signature of your supervisor or other authorized company representative
- Mail, fax or turn in your timecard, no later than Monday at 5 PM
- If faxing in your time, please fax to the office you applied at

(timecards received after 5 PM on Monday will be processed the following week)

If you do not have a timesheet, you can go to our website [www.bearstaff.com](http://www.bearstaff.com) and download a copy and print it out.

Some companies have a customized method of reporting your time. If there are any variations from the instructions outlined above, we will inform you and give you customized instructions at that time.

### 3.8. GENERAL WORK RULES

When Bear Staffing has an assignment that matches your skills we will attempt to reach you and tell you about the position. At that time you can either accept or decline the position. If you accept, we have the following expectations:

- **SHOW UP!!!! ON TIME!!!!** If you accept an assignment or an interview through Bear, we expect you to keep your commitment and to arrive on time. The assignment or interview you have accepted is an important role within our clients business. If you do not show up, or are late, you not only reflect poorly on Bear Staffing, but you cause our clients business to suffer. We cannot accept this behavior. If you no show no call to your assignment or to an interview we will not offer you any more assignments.
- **CALL IN TO LET US KNOW YOU ARE AVAILABLE!!!!** If you are not on assignment you should call Bear at least twice per week to let us know you are available. Priority consideration will be given to those people who call in their availability. **IF YOU HAVE PREVIOUSLY BEEN ON AN ASSIGNMENT THROUGH BEAR STAFFING SERVICES YOU MUST CONTACT BEAR UPON COMPLETION OF THE ASSIGNMENT PROVIDED BY BEAR. FAILURE TO FULLFIL THIS OBLIGATION WILL RESULT IN YOUR BEING DEEMED UNAVAILABLE FOR WORK AND NOT ACTIVELY SEEKING WORK, WHICH MAY BE GROUNDS FOR DENIAL OF UNEMPLOYMENT CLAIMS.** We require that all employees contact us every 48 hours by either telephone or email, furthermore, if we attempt to contact you, and you do not return our calls, we will deem you unavailable and not actively seeking work.
- **ACCEPT SHORT TERM ASSIGNMENTS!!!!** While you are never required to accept any assignment through Bear Staffing, we give priority consideration to those employees who are most eager to work. The best way to show that you are eager to work is to accept shorter term assignments if they are offered to you. Not all assignments you work on will turn into an opportunity to be hired by the client, and **NO ASSIGNMENT IS EVER GUARANTEED TO PROVIDE A HIRING OPPORTUNITY BY THE CLIENT COMPANY,** however, even a short assignment is an opportunity for you to show what you can do. Many great opportunities have arisen out of short term assignments.

- **BE PREPARED!!!!** We have given you an envelope of information including our business card and 2 timesheets. Make sure you have timesheets when you arrive at your assignment. If you cannot find your timesheets at the time you may stop by our office and pick them up at any time.
- **BE COURTEOUS!!!!** You must at all times, behave in an appropriate manner. You are never to be either verbally or physically abusive to anyone in the workplace. Such behavior will not be tolerated and may lead to immediate termination. If you have concerns or issues where you are working, you are to report it to your Bear representative and let them help you work through it. If you follow this procedure and let us know that you cannot go back to that client we will be able to offer you future assignments.
- **DO NOT WALK OFF THE JOB!!!!** If you leave the job before the end of your shift without permission from the client company or a Bear representative, we will consider that a voluntary resignation of your employment and you will not be eligible for rehire. This may adversely affect any unemployment benefits you may have been eligible for. The main exception to this is if you feel that your safety is in jeopardy. If you feel it is not safe for you to perform your duties, tell your supervisor or call your Bear representative. At no time will a Bear representative ask you to continue working in an unsafe environment.
- **DO NOT JUST ABANDON YOUR JOB!!!!** If you are absent without notifying your Bear representative, or your supervisor at the client company, we will consider this a voluntary resignation of your employment.
- **IF YOU ACCEPT A TEMPORARY OR TEMP TO HIRE ASSIGNMENT, BEAR IS YOUR EMPLOYER!!!!** We will provide you a w-2 form at the end of the year, and we are responsible for reporting to all local, state and federal governments and submitting funds to entities of those governments as required by law. Bear also provides Workman's Compensation benefits as required by law. **KEEP IN MIND THAT FILING A FRAUDULENT WORKMAN'S COMPENSATION CLAIM IS A CRIME AND BEAR WILL COOPERATE FULLY IN ALL PROSECUTIONS FOR THIS CRIME, AND FURTHERMORE, WILL REPORT ANY SUSPICIOUS CLAIMS THROUGH THE PROPER CHANNELS.**
- **IF A CLIENT OFFERS YOU EMPLOYMENT PLEASE TELL YOUR BEAR REPRESENTATIVE IMMEDIATELY!!!!** If this opportunity is made available to you Bear would like to be the first to offer you our congratulations. You do not have to accept the position if you do not want it. If you would like to remain a Bear employee instead, talk with your Bear representative. If you do accept the assignment, you would then become an employee of that company and that company's policies and procedures would then apply.

- **BE SAFE AT ALL TIMES!!!!** At Bear, our employees well being is our greatest concern. Nothing is more important than promoting a safe working environment for all our employees!! Make sure you do your part to stay safe. Be alert. Lift carefully with your legs. If you lift more than 50 lbs. get help. Do not make sudden movements. Do not wear loose clothing around machines. Abide by these and other safety rules and regulations so you can continue to be a happy and healthy Bear employee.

## **4.0 EMPLOYEE BENEFITS**

### *4.1. INTRODUCTION*

The information which follows is only a brief summary of the benefits which Bear Staffing offers to its temporary employees. For a full explanation of particular benefits, employees should consult, where applicable, the specific plan documents. If the following summary conflicts with statements contained in formal plan documents, the specific plan documents supersede anything contained in the summary.

Bear Staffing reserves the right, in its sole discretion, to alter, amend, or terminate company benefits. Bear Staffing will attempt to inform employees as promptly as possible of any changes in benefits; however, this is not always practical or possible, and, where this is the case, the Company reserves the right, in its sole discretion, to make changes in the benefits without prior notice.

In all cases, the rights and benefits of employees under these plans are governed solely by the terms and conditions of the plan documents. Interpretation and application of a plan to particular circumstances will be made by the Company and/or the plan's administrator and is within the company's and/or administrator's sole and absolute discretion.

### *4.2. HOLIDAYS*

The Company will be closed in observance of the following holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

To qualify for holiday pay you must be on an active assignment and work a minimum of 456 hours within the immediately preceding 12 calendar weeks of the holiday. In addition, it is required to work the assigned hours of the scheduled work day prior to and after that holiday. It is also required that you assignment continue past the Holiday. These holiday hours, will be paid at your regular hourly rate, not an overtime rate. Holiday pay is not counted as hours worked for determining overtime.

If you have been sent to Bear Staffing Services by a company for placement on our payroll as a "Payrolled Employee", payment of Holiday pay is at the discretion of the Company that recruited you.

#### *4.3. VACATION BONUS PLAN*

A temporary placement employee working 1500 hours in any 12-consecutive month period will be eligible for a vacation payment equal to 40 regular time hours. Only one vacation bonus payment will be granted based on the hours worked in any 12-consecutive month period and hours worked may be counted only once for vacation eligibility purposes.

The vacation bonus rate will be your AVERAGE STRAIGHT TIME HOURLY PAY RATE during the 1500 hours.

It is your responsibility to maintain accurate records of your hours worked and notify Bear Staffing when you have attained 1500 hours within a 12-consecutive month period. Notification must be made by e-mail WITHIN THIRTY (30) DAYS AFTER YOU HAVE REACHED THE 1500 HOURS, even if the 12-consecutive month period is not yet complete. If you fail to notify Bear Staffing in that time period, you will not be eligible to receive the vacation bonus payment based on those hours. The vacation bonus payment will be paid in regular hours, and not be calculated towards any worked hours to meet overtime requirements.

If you have been sent to Bear Staffing Services by a company for placement on our payroll as a "Payrolled Employee", payment of Vacation Bonus pay is at the discretion of the Company that recruited you.

#### *4.4. RELIGIOUS DAYS*

Employees who celebrate religious holidays that are not observed as a Company holiday may request time off without pay. This request may be subject to approval by the Company you are on assignment with. It is required to request the day off 10 days prior to the observed day.

#### *4.5. FAMILY AND MEDICAL LEAVE POLICY*

Some of our employees are entitled by law, the Family and Medical Leave Act ("FMLA"), to an unpaid leave of absence, for up to twelve (12) weeks in any twelve (12) month period, for the birth, adoption or foster placement of a child, or the serious health condition of the employee or a family member (i.e., child, parent, or spouse).

Some of our employees are also covered by the New Jersey Family Leave Act ("NJFLA") which entitles covered workers to an unpaid leave of absence for a period not to exceed twelve (12) weeks in a twenty-four (24) month period for: (1) the birth, adoption, or foster placement of a child; or (2) a serious health condition of a family member.

Bear Staffing shall measure leave entitlement by using a rolling twelve (12) month period, beginning on the date of the commencement of the leave and looking back through the preceding

twelve (12) months. An employee may only take the maximum twelve (12) weeks during this rolling period. (Under the NJFLA, the rolling period shall be measured by the twenty-four (24) months prior to the commencement of the covered leave.)

Where leave is requested for a reason which qualifies under both laws, FMLA and NJFLA leave run at the same time and cannot be "stacked." In certain special circumstances, employees may be able to add NJFLA time to leave provided under the FMLA.

Leave granted due to the serious health condition of the employee or a family member may be taken consecutively, intermittently, or on a reduced leave (part-time) schedule with certain restrictions. Intermittent or reduced leave schedule requested for the birth, adoption or foster placement of a child is not permitted except with the agreement of Bear Staffing. Leave for the birth, adoption or foster placement of a child must commence within one year of the birth, adoption or foster placement.

Eligible employees must provide thirty (30) days advance written notice for leave due the birth, adoption or foster placement of a child or the employee's own serious medical condition. Fifteen (15) days advance written notice should be provided for other all reasons (or lesser reasonable notice in emergencies). Where written notice is impractical, employees should provide oral notice, and later confirm the notice in writing. This notice must be provided to the [Personnel Department or designated individual]. Employees must provide a certification issued by a licensed health care provider demonstrating the need for leave, prior to the start of leave, where possible. The failure to provide such certification may result in the denial of leave. Bear Staffing may require periodic recertifications for longer leaves. Bear Staffing may also require, at the company's expense, a second or third opinion concerning the need for leave.

Employees taking family or medical leave will be returned to their former positions or a substantially equivalent position upon return from leave, to the extent required by law. Employees taking leave for their own serious health condition will be required to present a fitness-for-duty report prior to being returned to work. The failure to return from leave at the leave's expiration may result in termination of employment. An employee requesting an extension of leave must give at least two business days' notice where possible.

Bear Staffing will continue to provide workers taking family and medical leave under the FMLA with health insurance benefits as if those employees had continued to work during the leave period. Employees on leave will be responsible for their co-pays and other insurance costs as if they had remained working. However, an employee who fails to return from leave will generally be required to reimburse BEAR Staffing for the its costs of benefits continued during leave unless the failure to return to work was caused by the continuation, recurrence, or the onset of a serious health condition or certain other circumstances beyond the employee's control. Employees taking leave solely under the NJFLA will not continue to receive employer paid health insurance benefits, although employees may purchase continued coverage under COBRA, as applicable.

Employees must use allotted but unused PTO time during any family or medical leave. However, for periods during which an employee is receiving Worker's Compensation or Temporary Disability Benefit payments, this requirement does not apply.

Not all of the Bear Staffing's employees are eligible for this leave benefit. New hires and some part-time employees cannot be covered by this policy. Some executives may not be subject to reinstatement under the law. Eligibility requirements are similar, but not identical, for FMLA and NJFLA leave. Generally speaking, Bear Staffing employees who have been with the company for at least one (1) year, and have worked one thousand two hundred fifty (1,250) hours in the twelve (12) months preceding the leave request, are eligible for FMLA leave, while those who have been with the company for one (1) year and have worked at least one thousand (1,000) base (non-overtime) hours in the prior twelve (12) months are eligible for NJFLA leave.

For more details about the type of leave, eligibility requirements, the type of certification needed, or any other aspect of the family and medical leave laws, please contact the [Personnel Department or designated individual].

#### 4.6. *WORKERS' COMPENSATION*

It is the policy of Bear Staffing to comply with all applicable state laws which apply to Worker's Compensation. Please refer to Section 3.2 for injury reporting procedures.

#### 4.7. *TEMP TO HIRE PLACEMENT POLICY*

There is never a fee to you, our applicants, for being placed in a position. However, there may be a fee to our clients. If our client offers you permanent work, please call us immediately so that we may handle the arrangements to expedite this transition for you.

#### 4.8. *DISCRETIONARY REFERRAL BONUS PROGRAM*

At Bear, we know that good employees like you, know other people who would make equally good employees. Bear's Discretionary Bonus Program may reward you for referring your friends.

A \$50 referral bonus may be paid for anyone referring another person to Bear Staffing Services when that referral results in Bear Staffing Services hiring that person.

To qualify for the discretionary referral bonus either you, or the person you refer must notify a Bear Staffing representative, initially, at the time they register. The referred must be a new candidate to Bear Staffing, not already in the applicant database and must work 120 regular time hours or more, or be placed in a direct hire position. Only one bonus paid per person referred. It is your responsibility to request your referral bonus within 30 days of the referred completing the required 120 worked hours from your Bear Representative to collect the Discretionary Referral Bonus. If you do not request the referral bonus incentive in the allotted time (30 days) it is forfeited. We will then verify the hours, consider the quality and parameters of the referral, and consider all other circumstances. After such consideration and approval by Bear (in its sole discretion), Bear will include the bonus in your next paycheck.

Note: If you are not currently working for Bear, Bear may still provide a referral bonus in appropriate circumstances. Just follow the procedures in the preceding paragraph and a referral

bonus check may be earned after consideration and approval by Bear (in its sole discretion) on the next scheduled pay date at Bear Staffing.

#### *4.9. ACCESS TO GROUP HEALTH INSURANCE*

There are various health care programs that are available through Bear Staffing's affiliates. Please speak to your Bear Staffing representative to discuss what program you may qualify for that may fit your needs.

#### *4.10. CHILD CARE DISCOUNTS*

A 10% corporate discount is available through Goddard Systems, Inc. at participating locations. This discount applies to tuition only. The rules and regulations of participating Goddard facilities must be adhered to in reference to the offered discount. Additionally, this discount cannot be combined with any other discount, special offer or promotion.

#### *4.11. DIRECT DEPOSIT*

Direct deposit is available through the payroll department upon request. Until the process is completed a physical check will be produced. You may also pick up your check at the Bear Staffing office where you applied, or have your check mailed to you. In the event that your check is mailed via U.S. Postal Service, no tracking number will be used. In the event the check is lost in the mail, you may wait up to two weeks in order for Bear Staffing to supply a new check.

#### *4.12. OFFICE SOFTWARE TRAINING*

Our employees are our greatest asset. We encourage all of our employees to improve and upgrade their skill level in an effort to reach and maintain their business goals. We support these goals by offering various software programs designed to assist in the improvement of skill sets and abilities.

### **5.0 DRUG AND ALCOHOL TESTING**

Bear Staffing is committed to protecting the safety, health and well being of all employees and other individuals in the workplace. The Company recognizes that alcohol abuse and drug use pose a significant threat to its goals. In addition, many Bear clients require drug testing for temporary employees as a condition for placement. As such, it has adopted this drug and alcohol use and testing policy.

Throughout this policy, the term "drugs" includes any narcotics or other controlled substance other than alcohol and tobacco.

#### **1. DRUG/ALCOHOL USE PROHIBITED**

A. Bear Staffing prohibits the possession, manufacture, distribution, sale, use, being under the influence of drugs and/or alcohol or the presence of illegal drugs in an employee's system at a detectable level while on Company property or during Company work time.

B. Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor, notify company doctor) to avoid unsafe workplace practices. For safety reasons, such an employee may be required to perform duties other than those regularly assigned or to take sick leave rather than be permitted to work under the influence of the prescribed medication.

C. The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

D. Bear Staffing reserves the right to impose discipline up to and including discharge for failure to comply with paragraphs A, B or C above.

E. The moderate consumption of alcohol on company property or on company time may be permitted at company-supported or sponsored events where alcohol is served.

## 2. APPLICANT DRUG TESTING

A. As part of the application process, applicants for temporary services positions will be required to consent in writing to drug/alcohol tests and the disclosure of the results of such tests to Bear Staffing.

B. Some offers for temporary services employees will be made contingent upon applicants passing a drug/alcohol test. Drug/alcohol testing is done only at the request of Bear Staffing Services Client.

## 3. EMPLOYEE DRUG/ALCOHOL TESTING

### A. Pre-Placement Testing:

1. Many Bear Staffing clients require drug testing prior to placement on their premises. Employees wishing to accept a placement with such a client must consent to drug and alcohol testing pursuant to the client's policies. Failure to consent will result in the loss of the placement.

### B. Testing Other than Pre-Placement:

1. Bear Staffing reserves the right to require an employee to submit to a drug/alcohol test when, in the Company's sole judgment, there is cause to believe the employee may be under the influence of drugs and/or alcohol or may be otherwise suffering the effects of drug and/or alcohol abuse. Bear Staffing reserves the right to place employees into an approved Random Drug testing pool. All Commercial Drivers will be placed in an approved random drug testing pool commensurate with D.O.T. Regulations.

2. Bear Staffing reserves the right to require employees whose duties pose safety risks to co workers or to the public to submit to a drug/alcohol test at any time, without notice to the employee.

3. Bear Staffing reserves the right to impose discipline up to and including discharge upon any employee who refuses to submit to drug/alcohol testing when requested to do so by Bear Staffing in the above circumstances.

C. Bear Staffing reserves the right to impose discipline up to and including discharge upon any employee who tests positive (as that term is defined in Section 6(a) below) for prohibited drug/alcohol use.

#### 4. SUBSTANCES TESTED FOR

A. Bear Staffing may test for the presence of alcohol or any controlled substance as defined by the federal Comprehensive Drug Abuse and Control Act, 21 U.S.C. §801 et seq., and as further specified in 21 C.F.R. 1301 et seq., setting forth the Schedules of Controlled Substances, specifically Schedules I, II, III, IV and V.

#### 5. REHABILITATION

A. This section, entitled "Rehabilitation," does not apply to applicants for employment.

B. It is the employee's responsibility to request assistance in obtaining treatment for a drug/alcohol problem before it affects his/her employment.

1. An employee who voluntarily discloses to the President or his designee may submit to the following rehabilitation procedure for which the Company will grant a leave of absence without pay of up to twelve (12) weeks:

2. The employee must seek rehabilitation and counseling from a Company approved program, must successfully complete such program, and must provide the Company with written evidence of successful completion of the program;

3. At the end of the leave of absence, the employee will be required to submit to a drug/alcohol test, the results of which must be negative;

4. The Company reserves the right to require additional, follow up testing, at its discretion and without notice, for a period of two years.

5. The employee must make such voluntary disclosure to the President or his designee prior to being directed to take a drug/alcohol test or having knowledge that such a request is about to be made. Once an employee is directed to take a drug/alcohol test, he may not take advantage of this rehabilitation provision. Similarly, an employee who takes, and fails, a drug/alcohol test in violation of this policy will not be permitted to take advantage of this rehabilitation procedure.

C. An employee may take advantage of the above rehabilitation procedure only once. Employees who test positive at any time after completion of this rehabilitation program will be discharged.

## 6. TESTING PROCEDURE

A. For the purposes of this Policy, the detection of any discernable amount of drugs through a drug test will be considered a positive test result. An alcohol test result will be considered positive upon a breathalyzer or other test showing .04 percent level of blood alcohol, or in accordance with the testing laboratory's internal guidelines, at the Company's discretion.

B. Drug testing under this policy will be done by way of urine samples. Any individual subject to testing under this Policy, shall be permitted to provide urine specimens in private, and in a rest room stall or similar enclosure so that the employee is not observed while providing the sample. Collection site personnel of the same gender as the individual tested, however, may observe the individual provide the urine specimen when such personnel have reason to believe the individual may alter or substitute the specimen to be provided. Collection site personnel may have reason to believe that a particular individual may alter or substitute the specimen to be provided when

1. The individual--
  - a. Is being tested pursuant to Section 3 relating to reasonable suspicion testing;
  - b. Has previously been found by the Company to be an illegal drug user; or
  - c. Has previously tampered with a sample; or
2. Facts and circumstances suggest that the individual--
  - a. Is an illegal drug user;
  - b. Is under the influence of drugs at the time of the test; or













