



# BEAR STAFFING SERVICES CORPORATION

2020 Handbook for Temporary Employees



# TABLE OF CONTENTS

Message From The President .....	<b>PG 1</b>
Introduction .....	<b>PG 2</b>
Starting The Employment Relationship .....	<b>PG 4</b>
Work Schedules and Rules .....	<b>PG 7</b>
Payroll Practices .....	<b>PG 10</b>
Personnel Records .....	<b>PG 13</b>
Work Conduct Rules .....	<b>PG 15</b>
Communication And Problem Solving .....	<b>PG 22</b>
Security .....	<b>PG 24</b>
Discrimination And Anti-Harassment .....	<b>PG 27</b>
Reasonable Accommodation For Disabilities, Pregnancy And Lactation .....	<b>PG 32</b>
Confidentiality And Conflicts Of Interest .....	<b>PG 34</b>
Mandated Benefits/Additional Benefits .....	<b>PG 38</b>
Leaves Of Absence .....	<b>PG 41</b>
State Specific Policies .....	<b>PG 50</b>
Alabama .....	<b>PG 51</b>
Arizona .....	<b>PG 52</b>
Colorado .....	<b>PG 54</b>
Connecticut .....	<b>PG 57</b>
Delaware .....	<b>PG 59</b>
District of Columbia .....	<b>PG 60</b>
Florida .....	<b>PG 62</b>
Georgia .....	<b>PG 63</b>
Iowa .....	<b>PG 64</b>

# TABLE OF CONTENTS

Illinois .....	<b>PG 65</b>
Indiana .....	<b>PG 67</b>
Kentucky .....	<b>PG 68</b>
Louisiana .....	<b>PG 69</b>
Maryland .....	<b>PG 70</b>
Massachusetts .....	<b>PG 73</b>
Minnesota .....	<b>PG 76</b>
Mississippi .....	<b>PG 77</b>
Missouri .....	<b>PG 78</b>
Nebraska .....	<b>PG 79</b>
Nevada .....	<b>PG 80</b>
New Hampshire .....	<b>PG 85</b>
New Jersey .....	<b>PG 86</b>
New York .....	<b>PG 89</b>
North Carolina .....	<b>PG 91</b>
Pennsylvania .....	<b>PG 92</b>
Tennessee .....	<b>PG 93</b>
Texas .....	<b>PG 94</b>
Washington .....	<b>PG 95</b>
Wisconsin .....	<b>PG 101</b>
2020 Handbook for Temporary Employees Receipt And Acknowledgment .....	<b>PG 102</b>
Voluntary Quit Notice/Placement Arrangement .....	<b>PG 103</b>
Arbitration Agreement .....	<b>PG 104</b>



# MESSAGE FROM THE PRESIDENT

Thank you for choosing Bear Staffing Services Corporation as your employer. We value the contributions our employees make in enhancing the quality service we provide to our clients.

The following pages are designed to help you be successful in your new role, and to acquaint you with Bear Staffing's policies and procedures. Please take the time to read this handbook carefully and speak to your Bear Staffing representative about any questions or concerns you may have.

Bear Staffing is one of the fastest growing staffing firms in the U.S. because of quality people like you who go to work on assignments with our clients every day. We want you to know how much we appreciate your efforts.

Sincerely,  
Sherri Johnson, President



# INTRODUCTION POLICIES

# INTRODUCTION POLICIES

## INTRODUCTION

Bear Staffing Services Corporation ("Bear Staffing" or "Company") has designed this Handbook for Temporary Employees ("Handbook") to acquaint you with and to provide you with information about the terms and conditions of your employment with Bear Staffing and the associated employee benefits offered to you as a temporary employee of Bear Staffing. For purposes of this Handbook, the term Bear Staffing shall include any applicable Bear Staffing affiliate.

In any organization, it is necessary to have written policies, procedures and general rules of behavior to serve as guidelines for all. This Handbook replaces all earlier personnel handbooks, policies, procedures, benefit statements, rules, regulations, commitments, and Company practices, whether written, oral or established by practice. Individual written employment contracts or arbitration agreements may supersede some of the provisions of this Handbook. This Handbook applies to all Company temporary employees.

No employee handbook can anticipate every circumstance or question about employment policies and procedures. Accordingly, except for the at-will policy described in this Handbook and such other policies as may be required by law, the Company reserves the right to change or rescind any provision of this Handbook, or the policies, practices, benefits and procedures on which they are based, from time to time, without advance notice, as it deems necessary or appropriate in its discretion, including not following such policies if appropriate under the circumstances. Any such changes of this Handbook can be made only by way of official updates to this Handbook and/or by a writing signed by the President and/or Treasurer/Executive Vice-President.) The Handbook is revised on a periodic basis and may be amended by memorandum, e-mail, or similar type communication, issued by the Company. We urge you to check with the Human Resources Department, or the Company's President or Treasurer/Executive Vice-President to obtain current information regarding the status of any particular policy, procedure, or practice.

The descriptions of benefits in this Handbook may be modified or superseded to comply with specific legal requirements in certain locations. This is a multi-state handbook. Please note that some policies found within the Handbook are written to comply with federal law guidelines. In the case where state laws differ from federal laws, the more favorable law for employees will take precedence. For state specific policies, please refer to the appropriate policy supplement at the end of the Handbook.

Other than the aforementioned documents, this Handbook supersedes all prior oral and/or written policies, procedures, rules, regulations, commitments and practices by the Company. Accordingly, please discard all copies of previously issued policies. **All representations by any employee of the Company that conflict in any respect with any matter set forth in this Handbook are invalid unless specifically acknowledged in writing by the Company's President or Treasurer/Executive Vice-President.**

**IN ADDITION, THIS HANDBOOK IS NOT INTENDED TO AND DOES NOT CONSTITUTE AN EMPLOYMENT CONTRACT FOR A SPECIFIC PERIOD OF TIME. YOUR EMPLOYMENT WITH THE COMPANY REMAINS "AT-WILL."**

Please read this Handbook, sign the Employee Acknowledgment, and the Arbitration Agreement that is located at the end of the Handbook, and return these forms to the Human Resources Department as soon as possible.



# **STARTING THE EMPLOYMENT RELATIONSHIP**

# STARTING THE EMPLOYMENT RELATIONSHIP

## EMPLOYMENT APPLICATIONS

Bear Staffing relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented and gathered during the employment process. Any misrepresentation, falsification, or material omission may result in the Company's exclusion of the applicant from further consideration for employment or, if the person has been hired, termination of employment.

## PHYSICAL EXAMINATIONS

An applicant for employment may be required to take a job-related, pre-employment physical examination after receiving an offer of employment and before beginning his or her first day of work. In such a case, the offer of employment is contingent upon the applicant's successful completion of the physical examination. The Company may require drug/alcohol screening as part of the pre-employment physical examination. Consent to submit to such a test is required as a condition of employment, and an applicant's refusal to consent shall result in the denial of employment. The Company, at no cost to the employee, provides any physical examination required for employment.

## REFERENCE CHECKS

To ensure that individuals joining the Company are well qualified and have the potential to be productive and successful, the Company may check the employment references of all applicants. No references will be given concerning any present or past employee of the Company unless the Company has received a written request for such a reference. Only an authorized Human Resources representative or the President or Treasurer/Executive Vice-President may respond to a request for a reference. Such

response will only confirm the dates of employment and position held, and will be in writing. If an employee has given written authorization, the Company will also provide information on the amount of salary or wages earned by the employee.

## BACKGROUND CHECKS AND CONSUMER REPORTS

The Company may require your consent to obtain a consumer report on you prior to an offer of employment is made, in connection with your application for a new position in the Company, or as an investigation into possible wrongful conduct by you. A consumer report may contain information regarding your character, general reputation, personal characteristics, or mode of living. The Company will use this information for employment purposes only. Given the nature of our industry, additional background checks are required that include inquiries regarding social security verification, criminal records, national sex offender registry, education verification, employment verification, consumer reports, etc. Consistent with individual state laws, these background checks may be sought prior to time of hire and contingent upon an offer of employment and/or at any time during your employment with the Company if you are hired or if you are a current employee, for employment purposes including, but not limited to, reassignment, promotion, retention, and rehiring.

A number of the Company's clients require that you agree to a further background check prior to placement at their place of employment. All background checks will be performed in accordance with state or federal law. You have a continuing obligation to self-report all criminal convictions that occur after hire. There are limited exceptions based upon the state in which you are employed. Please see state specific sections below. Refusal to authorize the obtaining of a

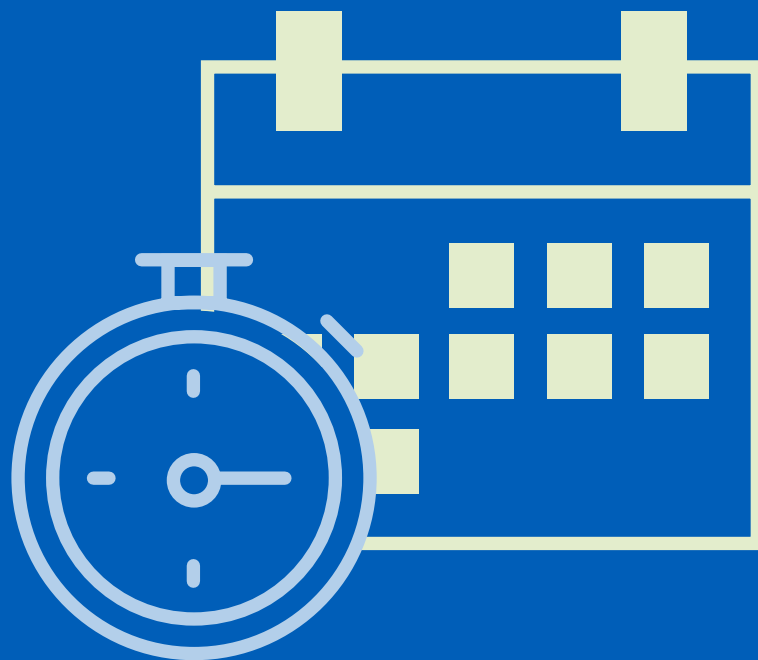


# STARTING THE EMPLOYMENT RELATIONSHIP

consumer report and/or background check by the Company may be the basis for denial of employment or other adverse employment action. The contents of the consumer report/background check may also be the basis for denial of employment, denial of a particular job position, or other adverse employment action. You will be advised in accordance with applicable law if the Company elects to take adverse employment action against you based in whole or in part on a consumer report/background check.

## IMMIGRATION LAW COMPLIANCE

The Company is committed to full compliance with the federal immigration laws. Therefore, the Company is required to verify the identity and legal ability to work of all individuals before they can begin work. In keeping with this obligation, each applicant must produce documentation that shows his or her identity and legal authority to work. Each applicant must also attest to his or her legal authority to work and identity on an I-9 Form provided by the federal government. This verification form will be provided by the Company no later than the first business day of employment and must be completed by the Company within three business days after an individual is hired. Notwithstanding this policy, under no circumstances will the Company retaliate against any employee by contacting immigration authorities using E-verify, or by asking for additional or different documentation when not required. If an employee has provided right-to-work documentation that has an expiration date, updated documentation must be given to the Company before this expiration date. All offers of hire and continued employment are conditioned on furnishing satisfactory evidence of identity and legal authority to work in the United States.



# **WORK SCHEDULES AND RULES**

# WORK SCHEDULES AND RULES

## WORK SCHEDULING

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 Staffing, 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 upon Bear Staffing, but you cause our clients' business to suffer. We cannot accept this behavior. If you are a no show or a no call to your assignment or an interview, we may 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 Staffing at least twice per week to let us know you are available. Bear Staffing will provide priority consideration to those individuals who call in their availability. IF YOU HAVE PREVIOUSLY BEEN ON AN ASSIGNMENT THROUGH BEAR STAFFING YOU MUST CONTACT BEAR STAFFING UPON COMPLETION OF THE ASSIGNMENT PROVIDED BY BEAR STAFFING. FAILURE TO FULFILL 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. 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 two timesheets. Make sure you have timesheets when you arrive at your assignment. If you cannot find your timesheets, 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 business related concerns or issues where you are working, you are to report it to your Bear Staffing representative and let them help you work through it. If you follow this procedure and let us know that you cannot return 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 benefit eligibility. Notwithstanding the foregoing, if you feel that your safety is in jeopardy or that 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.

# WORK SCHEDULES AND RULES

**DO NOT JUST ABANDON YOUR JOB!** If you are absent without notifying your Bear Staffing representative, or your supervisor at the client company, we will consider this a voluntary resignation of your employment.

**IF A CLIENT OFFERS YOU EMPLOYMENT PLEASE TELL YOUR BEAR STAFFING REPRESENTATIVE IMMEDIATELY!** If this opportunity is made available to you, Bear Staffing 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 Staffing employee instead, talk with your Bear Staffing representative. If you do accept employment from the Client, 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 Staffing, 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. Do not make sudden movements. Do not wear loose clothing around machines. Abide by all safety rules and regulations provided by the Client so you can continue to be a happy and healthy Bear Staffing employee. If you have any concerns, please let Bear Staffing know immediately.



# **PAYROLL PRACTICES**

# PAYROLL PRACTICES

## EMPLOYEE STATUS

### Temporary Employees

Temporary employees are hired to work on a temporary basis, or for the completion of a specific task or project. A temporary employee will not automatically change to another status merely by working in excess of the time expected or designated; a change in status, if any, will be recorded in writing to the temporary employee. **Regardless of hours worked, temporary employees are only eligible for statutorily mandated benefits.**

### Non-Exempt Employees

Temporary employees at Bear Staffing are generally non-exempt and are therefore subject to the provisions of federal and state law requiring the payment of overtime.

### Temporary to Hire

Bear Staffing is your employer and will provide you with a W-2 form at the end of each year. Bear Staffing is responsible for reporting to all local, state, and federal governments and submitting funds to entities of those governments as required by law. Bear Staffing also provides Workers' Compensation benefits as required by law.

**Bear Staffing and its clients make no promises regarding the conversion of your employment from temporary to full-time status. Please be aware that NO ASSIGNMENT IS EVER GUARANTEED TO PROVIDE A HIRING OPPORTUNITY BY THE CLIENT COMPANY. There may be a "conversion period" agreed upon between Bear Staffing and its clients, but even if so, you should not rely upon any such arrangements, as it is never a promise of a permanent opportunity.**

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.

## 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.

## PAYROLL DEDUCTIONS

State and federal laws require the Company to make the proper deductions on your behalf. Amounts withheld vary according to your earnings, your marital status, and the number of your exemptions. Required deductions include: **(1)** Social Security (FICA); **(2)** Medicare; **(3)** federal income tax; **(4)** state income tax; **(5)** state disability insurance (SDI); and **(6)** paid family leave insurance (PFL), where applicable.

## PAYROLL CORRECTIONS

The Company takes all reasonable steps to ensure that you receive the correct amount of pay in each paycheck and that you are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of your paycheck, you should promptly bring the discrepancy to the attention of either the President or Treasurer/Executive Vice-President, in writing, so that a correction can be made as soon as possible.

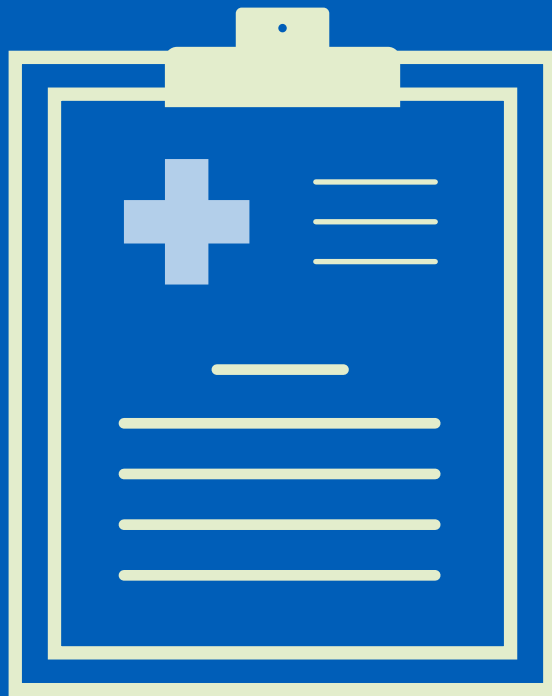
# PAYROLL PRACTICES

## GARNISHMENT OF WAGES

Employees are responsible for their own debts. Garnishments cause considerable paperwork and expense for the Company. Although we understand that a wage garnishment can happen to anyone, the Company strongly encourages you to work out a financial problem before this situation occurs. Because of the time and money involved in processing garnishments, there will be deduction to the maximum amount permitted under state law taken from an employee's wages for each payment made by the Company on behalf of the employee pursuant to a wage garnishment order.

## TIME SHEET INSTRUCTIONS

As an employee of Bear Staffing, you are responsible for reporting the time you worked to us. Our clients have customized methods or requirements for reporting your time. Bear Staffing will inform you and give you customized instructions regarding the collection of your time.



# PERSONNEL RECORDS



# PERSONNEL RECORDS

## REQUESTS FOR MEDICAL INFORMATION

You may be asked to provide information from a medical provider in the following instances:

- 1) after any absence for illness or in cases of certain recurrent absences;
- 2) when requesting certain leaves of absence for health reasons; and
- 3) to verify your ability to return to work from a leave granted for health reasons.

Examples of information that may be provided by a medical provider include:

- 1) a note to justify absence, to request leave, or to verify your ability to return to work;
- 2) medical records to support a claim for sick pay or disability benefits;
- 3) insurance records; and
- 4) workers' compensation records.

All medical information must be sent to the Human Resources Department. No information is to be provided directly to an employee's immediate supervisor. Only the Human Resources Department will have the authority to determine if the medical information provided is sufficient, depending upon the specific circumstances. The Company will not inform the supervisor of an employee's condition, unless warranted by law.

## REQUESTS FOR PAYROLL AND PERSONNEL RECORDS

If required, and in accordance with state law, the Company will either permit an employee to review or furnish an employee with a copy of his or her personnel file in the time-period required. The request must be submitted to the Human Resources Department.

## MEDICAL RECORDS – MAINTAINING CONFIDENTIALITY

Federal law and state law require that the Company maintain all employee medical information in separate, confidential files. Therefore, in addition to personnel files, the Company will also maintain a separate medical file for each employee. The Human Resources Department will maintain these files. It is important that employees understand that the records are confidential, but that the confidentiality may be waived if the employee provides medical information to his or her supervisor or to anyone outside of the Company. For employees to preserve the confidentiality of medical records, all information from medical providers should not be provided to the immediate supervisor. If an employee does provide information to the supervisor, however, the supervisor is expected to keep it confidential. This policy does not excuse employees from complying with appropriate supervisor requests for information pursuant to attendance procedures.

## PERSONNEL DATA CHANGES

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. The Company maintains a personnel file on each employee. Bear Staffing complies with state laws regarding personnel records, including but not limited to those set forth in the state addenda provided in this Handbook.



# **WORK CONDUCT RULES**

# WORK CONDUCT RULES

## GENERAL RULES OF CONDUCT

The Company takes pride in its reputation of utmost professionalism, high standards of service, and our well-respected status in the staffing industry. We have adopted the following standards to support our commitment to our reputation. Nothing in this Handbook creates or is intended to create a promise or representation of continued employment. Employment at the Company is employment at will; employment may be terminated at the will of either the Company or yourself with or without cause or notice. Only the Company's President or Treasurer/ Executive Vice-President can change your at-will status in writing.

## 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, the timely return 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 than further disciplinary action may be taken, 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. Occasionally, however, an employee's work performance or behavior falls below Company standards. In these cases, the Company will take corrective action, including but not limited to counseling and discipline, as is necessary and appropriate.

## ALCOHOL AND DRUG POLICY

The Company has a vital interest in maintaining safe, healthful, and efficient working conditions for its employees, clients, and visitors. While the Company recognizes the impact of certain state legislation legalizing the use and possession of marijuana, the Company maintains a drug-free workplace, which prohibits employees from being under the influence of any legal or illegal intoxicant while on the job.

Being under the influence or using intoxicants while on the job poses serious safety and health risks not only to the user but to all those who work or come into contact with the user. The manufacture, possession, sale, or distribution of an intoxicant in the workplace also poses unacceptable safety and health risks. Accordingly, it is the right, obligation, and intent of the Company to protect its employees, clients, and visitors, and to safeguard Company property, equipment, and operations by establishing and maintaining the following policy with regard to use, possession or sale of alcohol or other intoxicants in the work place. Employees should be aware that traces of many drugs remain in their bodies and body fluids for significant periods of time after they have been ingested. Employees may be disciplined, up to and including discharge without prior notice or warning, even for a first offense, for any of the following:

# WORK CONDUCT RULES

- 1) For reporting to work and/or working with the presence of non-prescribed intoxicants in their bodies;
- 2) For bringing non-prescribed intoxicants into the workplace;
- 3) For possessing or ingesting intoxicants in the workplace during working hours, including meal and rest breaks;
- 4) For involvement in the manufacture, sale, purchase, transfer, distribution or dispensation of intoxicants in the workplace and/or during working hours, including lunch and rest breaks; and
- 5) For providing false or misleading information or failing to provide information about any of the foregoing with regard to themselves or others.

As used above, “workplace” includes any premises where an employee may be working on behalf of the Company. “Intoxicants” as used in this policy as used in this policy means any illegal drug, including, but not limited to, heroin, cocaine, PCP and crack, narcotics, barbiturates, amphetamines and any other illegal drugs other than those illegal drugs taken under the direction and prescription of a licensed medical provider. Intoxicants also include legal drugs not taken under the direction and prescription of a licensed medical provider or legal recreational marijuana only to the extent that their ingestion during working time may affect the safety of co-workers or members of the public, the employee’s job performance, or the safe or efficient operation of the Company facility or vehicles and/or as required by state or federal law.

## Company Testing

All employees and/or prospective employees of the Company may be required to participate in drug and alcohol testing. The Company may conduct any or all of the following types of drug and alcohol testing:

**Pre-employment Testing:** As part of the Company’s employment procedures, an applicant may be required for some offers of temporary services to undergo a post-offer, pre-employment drug and alcohol-screening test that is conducted by a laboratory designated by the Company or its Clients. Any offer of employment that an applicant receives from the Company may be contingent upon, among other things, satisfactory completion of this screening test.

**Reasonable Cause Testing:** The Company may require a drug and alcohol screening test of an employee who the Company has reasonable cause to suspect of using or being under the influence of a drug or alcohol while at work or on Company property, Client property, or on Company business.

**Post-Accident Testing:** The Company may require a drug and alcohol-screening test of an employee who has been involved in an accident while at work or on Company property, Client property, or on Company business, when the Company has a reasonable belief that the employee may have contributed to the accident.

**Random Testing:** Where permitted by state law, the Company may require drug-screening tests of an employee or a group of employees on a random or chance basis. All Commercial Drivers will be placed in an approved random drug testing pool commensurate with U.S. Department of Transportation Regulations.

**Additional Testing as Required Per Client Contract:** The drug testing policies referenced herein constitute the

# WORK CONDUCT RULES

Company's standard drug testing policy and must be adhered to as a condition of your employment with the Company. Certain of the Company's clients require that employees placed on assignment must pass further drug screening at or near the time of their placement with that client. Unless random drug testing is specifically sanctioned by state law, the Company does not require that you submit to further post-hire drug testing (except in cases of reasonable suspicion, following an on-the-job accident, or where permitted by law due to health and safety concerns). In those instances where drug testing is required post-hire for a specific client placement, you have the option to refuse further drug testing. Should you refuse post-hire testing, you will not be eligible for placement with that specific client, but you will remain eligible for placement with all clients that do not have a pre-placement drug testing policy. All employees who voluntarily submit to post-hire drug testing will be provided with reasonable notice of the scheduling of the test.

## Reporting Convictions

An employee is required to inform the Company's Human Resources Department within five (5) days after he/she is convicted for violation of any federal or state criminal drug statute, where such violation occurred on the Company's premises, the Client's premises, or on working time. "Conviction" means a finding of guilt (including a plea of guilty or a plea of nolo contendere if to a felony charge) or the imposition of a sentence by a judge or jury in any federal or state court.

## Prescription Drugs

The legal use of controlled substances, such as prescription drugs prescribed by a licensed

medical provider, or over-the-counter medications, is allowed. However, if an employee cannot do his or her job satisfactorily because of such substances, the Company may require him or her to see a doctor, at Company expense. An employee may be terminated or obligated to take an unpaid leave of absence if the medical provider concludes that he or she cannot do their job safely and efficiently because of the use of prescription or over-the-counter drugs.

## SAFE DRIVING POLICY

You are required to use a hands-free device when using a cell phone while driving on Company time. To the extent that you are driving a motor vehicle in connection with performing your job responsibilities, you must exercise all caution necessary to avoid injury to yourself, to others and to property. You must obey all traffic and other driving regulations, including regulations regarding the use of hand-held cell phone devices and personal digital assistants (PDAs), and must minimize the opportunity to be distracted while driving. To the extent that it is necessary to make or receive cell phone calls when driving, you should always be using a hands-free device, which will be provided to you by the Company if your job regularly involves driving on Company time. Operating PDAs, text messaging, or engaging in other similar conduct while operating a vehicle on company business is strictly prohibited. Any employee operating a Company vehicle must immediately report any accident(s), fine(s) and/or violations incurred and provide all paperwork associated with the incident(s) to the Company's President or Treasurer/Executive Vice-President. Any change in license status or driving record must also be reported immediately.

# WORK CONDUCT RULES

## TELEPHONE POLICY

Employees may not make personal calls or engage in text messaging during their work shift except in the case of an emergency. You may use phones to make necessary personal calls during your break and meal periods. Personal cell phones must be turned off and put away before your shift. Friends and relatives should be discouraged from calling during working hours unless there is an emergency. Messages will be delivered to employees who receive urgent personal telephone calls. Employees should not accept or make cell phone calls or electronic/text (including social media platforms) messages while on duty.

## EMAIL, INTERNET AND COMPUTER POLICY

Bear Staffing is committed to accomplishing its business objectives in a secure and timely manner. Each employee must assist in achieving this goal while safeguarding corporate information assets. Bear Staffing provides its employees with resources to assist them in work-related tasks. The basic regulations for using Bear Staffing computer systems and equipment are as follows:

- Bear Staffing computers and devices, files, applications, Internet, email, and software furnished to employees are Bear Staffing property and are intended for business use only – incidental or occasional personal use is permitted provided it does not impede employee performance or disrupt the workplace. Any sort of illegal activity or gambling is prohibited.
- Bear Staffing may monitor employees' computer and devices, chatter, Internet, and email usage.
- Bear Staffing may access any information

viewed, created, transmitted, accessed, received, or stored on its information systems, computers, or other devices. The information may also be subject to disclosure to law enforcement or third parties.

- Bear Staffing requires employees to respect all copyright and other intellectual property laws. Bear Staffing prohibits the unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material. Copying, duplicating, reproducing, or downloading software of any kind (and its related documentation) is prohibited without prior permission. Bear Staffing purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation.
- Bear Staffing prohibits attempts to break into the computer system of another organization or person.
- Bear Staffing will be responsible for monitoring and enforcing the use of corporate resources in accordance with industry best practices, organizational requirements, and emergent threats. Employees are required to cooperate with security investigations.
- Employees should take the necessary anti-virus precautions before downloading, copying, or decompressing any files.
- Employees are expected to use their professional judgment when using Bear Staffing computers, chatter, email, Internet, or network systems and are prohibited from creating, transmitting, accessing, or disseminating information (including images) that could be considered discriminatory, pornographic, obscene, threatening, violent, or harassing, including information that violates Bear Staffing Anti-Harassment and Equal Employment Opportunity policies, or any state or federal law. Violations may result in disciplinary action up to and including termination.

# WORK CONDUCT RULES

- Employees should not use Company email to solicit others for commercial ventures or religious causes.

- Company proprietary information (business, financial, and marketing strategies) must be protected. Employees are prohibited from unauthorized disclosure of business secrets, trade secrets, or Bear Staffing's confidential material or proprietary information outside of the organization, and from disclosing their own or any other employee's Bear Staffing credentials, code, or passwords.

- Please use Bear Staffing computers, devices, applications, software, files, and the Internet professionally and responsibly. Employees should contact their supervisor with any questions regarding appropriate usage.

- The Company discourages employees from using their own personal electronic devices (including but not limited to personal laptops, cellular phones, smartphones, or tablets) for conducting the Company business or otherwise communicating on behalf of the Company. If an employee uses his or her own personal electronic device(s) for conducting Company business or otherwise communicating on behalf of the Company, the Company reserves the right to monitor, inspect, and review any work-related communications, or work, created by, stored by, recorded by, printed from, transmitted to, or received by employees on such personal electronic device(s) while conducting Company business or otherwise communicating on behalf of the Company. All work-related communications, or work, created by, stored by, recorded by, printed from, transmitted to, or received by employees on such personal electronic device(s), for the purposes of conducting the Company's business or on behalf of the Company, are the property of the Company. Additionally, all rules that apply to electronic communications that are sent, received, accessed, or stored on the Company electronic communications system apply to electronic communications

that are sent, received, accessed, or stored on personal electronic devices used by employees for conducting Company business or otherwise communicating on behalf of the Company.

## ANTI-BLOGGING/SOCIAL MEDIA POLICY

Bear Staffing views websites, blogs, social networks, and other information published on mediums accessible to the public by its employees positively and it respects the right of employees to use them as a medium of self-expression. The Company defines "social media" broadly to include online platforms that facilitate activities such as professional or social networking, posting commentary or opinions and sharing pictures, audio, video, or other content. "Social media" includes personal websites and all types of online communities (e.g., Facebook, LinkedIn, Yelp, YouTube, Twitter, Instagram, blogs, message boards, and chat rooms). If employees choose to identify themselves as Bear Staffing employees or to discuss matters related to our business, they must recognize that some readers may view them as de facto spokespersons for Bear Staffing. In light of this possibility, the following guidelines must be followed:

- Employees are not permitted to disclose Bear Staffing's confidential or proprietary information (business, financial, and marketing strategies) without the advance approval of their supervisor.
- Employees must make clear to their readers that the views expressed by them are theirs alone and do not represent the views of Bear Staffing.
- If employees blog or otherwise publish information about Bear Staffing services, the employees must clearly and conspicuously disclose their relationship with Bear Staffing to their readers.



# WORK CONDUCT RULES

- Employees are expected to act in a professional manner when speaking about Bear Staffing. They are prohibited from making statements about the Company or other employees that are maliciously false, obscene, threatening, or harassing. Employee social media activity may be covered by other Company policies including, among others, the Company's Equal Employment Opportunity, Anti-harassment, Confidential and Proprietary Information, and Email, Internet, and Computer policies.

- Employees must respect all copyright and other intellectual property laws. It is critical that employees show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks, and other intellectual property, including Bear Staffing's own copyrights, trademarks, and brands. To minimize the risk of a copyright violation, employees should provide reference to the source(s) of information they use and accurately cite copyrighted works. Do not infringe on Bear Staffing's logos, graphics, brand names, tag-lines, slogans, or other trademarks.

- Employees assume full responsibility and liability for their public statements.

- Since the information employees publish is accessible by the general public, Bear Staffing hopes that employee comments will be truthful and respectful to Bear Staffing's employees, customers, partners, affiliates, competitors, and other third parties.

- Under no circumstances may you post the Company's competitors', vendors', or customers' personally identifying information, such as social security numbers, credit card numbers, or phone numbers.

- 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.

- Employees should realize that nothing in this Handbook or in this policy is intended to prevent or interfere with employees engaging in Section 7 rights under the National Labor Relations Act, including from freely discussing their own wages, hours, or working conditions with co-workers, including in the context of social media.





# **COMMUNICATION AND PROBLEM SOLVING**

# COMMUNICATION AND PROBLEM SOLVING

## NON-FRATERNIZATION

The employment of individuals involved in a dating relationship, whether in a direct supervisor-employee relationship or in any other superior and employee relationship, may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships. For purposes of this policy, a dating relationship is defined as a relationship that reasonably may be expected to lead to the formation of a consensual "romantic" or sexual relationship. Individuals involved in a dating relationship may not occupy a position that will be working directly for or supervising the employee with whom they are involved in a dating relationship. A conflict under this policy also may be created in circumstances where a supervisory employee is in a dating relationship with a subordinate employee, even if not in a direct reporting relationship. Bear Staffing reserves the right to take prompt action if an actual or potential conflict of interest arises involving individuals involved in a dating relationship who occupy positions at any level (higher or lower) in the same line of authority that may affect the review of employment decisions.

The Company requires that all dating relationships between a supervisor and a subordinate be reported to the Human Resources Department. The Human Resources Department should also be notified of any relationship that may cause or appear to cause a conflict of interest, or impact our ability to conduct business. Management may determine whether any employment action is appropriate to negate any potential or actual conflict in the workplace, including, but not limited to, transfer/reassignment, demotion, and/or termination from employment. Employees in a dating relationship should refrain from public workplace displays of affection and excessive

personal conversation. This policy is not intended to prevent employees from engaging in discussions regarding their wages, hours, or working conditions with any other employee or engaging in protected, concerted activity. Employees will not be disciplined or retaliated against for such discussions.

## NO SOLICITATION POLICY

To avoid interruption of your work and protect you from unnecessary annoyance, employees are not permitted to solicit other employees on working time for any purpose. Distribution of literature during working time is not permitted. Distribution of literature in working areas is prohibited at all times. Working time does not include break periods and meal times or other periods during the workday when employees are properly not engaged in performing their work tasks. Working time includes the working time of both the employee doing the soliciting or distributing and the employee to whom the solicitation or distribution is being directed.

## 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 work-site, as well as discipline up to and including termination. If there is any conflict between a client workplace policies and those set forth in this Handbook, you should immediately address such conflicts or any questions to Bear Staffing's President or Treasurer/Executive Vice-President.



**SECURITY**

# SECURITY

The Company has a vital interest in maintaining safe, healthful and efficient working conditions for its employees, clients and visitors. Accordingly, it is the right, obligation and intent of the Company to protect its employees, clients and visitors, and to safeguard Company property, equipment and operations by establishing and maintaining the following policies.

## WORKPLACE VIOLENCE PREVENTION

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.

No talk of violence or joking about violence will be tolerated. This applies to Bear Staffing's work-sites and our clients' work-sites. 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 Staffing'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 Staffing and/or its clients. Employees are encouraged to bring any potential violation of this policy to Bear Staffing's attention pursuant

to its Complaint Procedure. Violations of this policy will lead, at Bear Staffing's and/or clients' discretion, to termination of employment. Bear Staffing and/or clients also reserve the right to report such violations to appropriate law enforcement authorities.

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 Staffing, Bear Staffing employees, clients and clients' employees. A weapon is any object used or designed to be used to attack or intimidate another person.

## RIGHT TO SEARCH EMPLOYEES

The Company wishes to maintain a work environment that is free of illegal drugs, marijuana, alcohol, firearms, explosives, or other improper materials. To this end, the Company prohibits the possession, transfer, sale, or use of such materials on its premises or its Client's premises, including in employee vehicles while parked on the Company's/Client's premises. The Company requires the cooperation of all employees in administering this policy. To further this policy, the Company may, at any time, either with or without prior notice, make personal and property inspections without prior notice to the employee and/or in the employee's absence. To protect the property and to ensure the safety of all employees, clients, business associates, and the Company, the Company reserves the right to conduct

# SECURITY

personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, backpacks, brief cases, lunch boxes, tool boxes, vehicles or any other possessions or articles carried to and from the Company's/ Client's property. Because even a routine inspection or search might result in the viewing of an employee's personal possessions, employees are encouraged not to bring any item of personal property into the workplace that they would not want revealed to the Company.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal drugs, will be subject to disciplinary action, up to and including termination, if upon investigation they are found to be in violation of the Company's security procedures or any other Company rule, policy or regulation. Employees are reminded that prior authorization must be obtained before any Company/Client property may be removed from the premises.

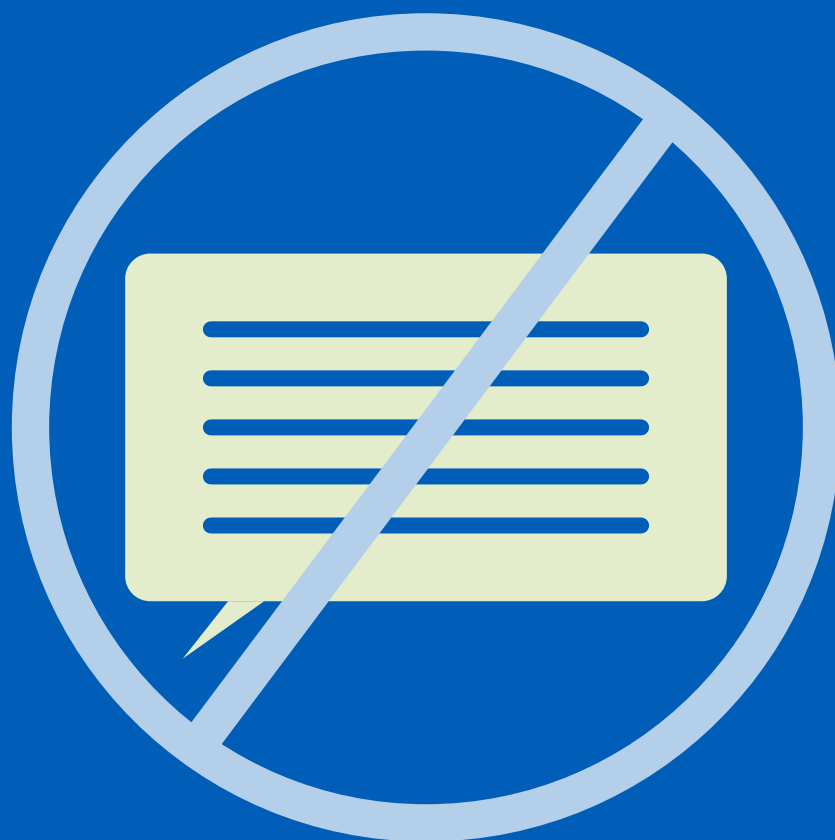
To the extent this policy conflicts with any state-specific policy, the state-specific policy controls.

## INJURY PROCEDURE

We pride ourselves on safety. 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 both 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 medical provider 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.



# **DISCRIMINATION AND ANTI-HARASSMENT**

# DISCRIMINATION AND ANTI-HARASSMENT

## EQUAL EMPLOYMENT OPPORTUNITY POLICY

Bear Staffing is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available people in every job. Therefore, the Company does not discriminate, and does not permit its employees to discriminate against other employees or applicants because of race, color, creed, religion, sex or gender (including breastfeeding), sexual orientation, gender identity or expression, pregnancy, marital status, national origin, citizenship, political affiliation, military or veteran status, ancestry, age (40 or over), physical or mental disability (an impairment that limits a major life activity), medical condition (cancer-related or genetic characteristic), genetic information (including, but not limited to information about an individual's genetic tests and the genetic tests of an individual's family members, information about the manifestation of a disease or disorder in an individual's family members, an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual, or any other consideration made unlawful by applicable laws (collectively referred to as "protected characteristic"). Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, compensation, benefits, discipline, layoff, recall and termination.

True equal employment cannot be accomplished if harassment, discrimination, or retaliation on the basis of actual or perceived protected characteristics is tolerated. Accordingly, all such conduct is expressly prohibited. Such conduct will not be tolerated by Bear Staffing and engaging in any such conduct may be the basis for disciplinary action, up to and including termination,

even where a legally actionable claim does not arise. In keeping with this commitment, all Bear Staffing employees are responsible for assuring that the workplace is free from harassment, discrimination, and retaliation.

Bear Staffing will make reasonable accommodations for qualified individuals with known disabilities as provided in its reasonable accommodation policy. Bear Staffing also will make reasonable accommodations for individuals whose sincerely held religious beliefs or practices conflict with his or her job, work schedule, or with Bear Staffing's policy or practice on dress and appearance, or with other aspects of employment.

Bear Staffing strives to support and assist our employees who in the process of transitioning genders. An open dialogue between a transitioning employee and Bear Staffing can facilitate a smooth workplace transition. For this reason, employees in the process of transitioning genders are encouraged, but not required, to discuss their transition with the Company's President and/or Treasurer/Executive Vice-President.

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

Bear Staffing's management is committed to vigorously enforcing this Policy at all levels within Bear Staffing and at the workplace of any temporary assignment. Bear Staffing will investigate complaints about conduct in violation of this Policy and, where necessary, will implement remedies to ensure employees are protected from illegal discrimination.

# DISCRIMINATION AND ANTI-HARASSMENT

## NON-DISCLOSURE OF CONFIDENTIAL MEDICAL INFORMATION

The Genetic Information Nondiscrimination Act of 2008 ("GINA") prohibits the Company from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to any request for medical information. "Genetic Information" as defined by GINA includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

## ANTI-HARASSMENT POLICY

The Company strictly prohibits any harassment in employment, including sexual, racial, and ethnic harassment, as well as any other harassment forbidden by law. Employees who violate this policy are subject to discipline, including possible termination.

### WHOSE CONDUCT IS COVERED?

This policy covers and protects all Bear Staffing employees, whether they are performing work on Bear Staffing's premises or on assigned client worksites. In addition to covering the conduct engaged in by fellow Bear Staffing 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 HARASSMENT?

Racial, ethnic and other forms of prohibited harassment based upon a protected characteristic include, but are not limited to:

- 1) Visual conduct, including displaying of derogatory objects or pictures, cartoons, or posters; or
- 2) Verbal conduct, including making or using derogatory comments, epithets, slurs, and jokes.

In addition, sexual harassment is defined as unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature. Sexual harassment includes gender harassment and harassment on the basis of pregnancy, childbirth or related medical conditions, and also includes sexual harassment of an employee of the same gender as the harasser. This includes, but is not limited to, the following types of offensive behavior:

- 1) Unwanted sexual advances;
- 2) Offering employment benefits in exchange for sexual favors;
- 3) Making or threatening reprisals after a negative response to sexual advances;
- 4) Visual conduct, including leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters;
- 5) Verbal conduct, including making or using derogatory comments, epithets, slurs, and jokes;
- 6) Verbal sexual advances or propositions;
- 7) Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations;



# DISCRIMINATION AND ANTI-HARASSMENT

- 8) Physical conduct, including touching, assault, impeding or blocking movements; and
- 9) Using nicknames or terms of endearment with a racial or sexual connotation.

Examples of sexual harassment include (a) an employee being fired or denied a job or an employment benefit because the employee refused to grant sexual favors or because he or she complained about the harassment; (b) an employee reasonably quitting his or her job to escape harassment; or (c) an employee being exposed to a hostile work environment. Conduct need not be motivated by sexual desire to be considered sexual harassment.

Managers and supervisors are prohibited from providing favorable treatment to employees with whom they are involved in a consensual sexual relationship.

## COMPLAINT PROCEDURE - Investigation of Reported Discrimination, Harassment, or Misconduct

**Employees who feel that they have been harassed, discriminated against, or retaliated against, or who witness such conduct by an employee, contract worker, customer, vendor, or anyone else who does business with Bear Staffing, must immediately report such conduct to Bear Staffing's President and/or Bear's Treasurer/Executive Vice-President** to ensure that Bear Staffing can take action to investigate and correct any problems. Any supervisory or managerial employee who receives such a complaint or becomes aware of such misconduct must promptly report it to the President or Treasurer/Executive Vice-President.

The description of the incident(s) can be provided either verbally or in writing.

The matter will be thoroughly investigated, with

confidentiality maintained to the extent possible. We will track and document all steps in the investigation process. After reviewing the evidence, a determination will be made concerning whether reasonable grounds exist to believe that discrimination, harassment and/or a violation of law has occurred. It is the obligation of all employees to cooperate fully in the investigation process. The persons involved will be advised of the determination if appropriate.

## 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 Staffing's business, Bear Staffing may not control the alleged harasser or the actual worksite. In such circumstances, Bear Staffing will take other appropriate action to remedy the situation such as potential transfer to another work location. In such an event, Bear Staffing's policies will be forcefully reiterated and Bear Staffing will make every effort to learn the truth and enforce our policies.

## 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. If you believe that you have been retaliated against, we encourage you to report it to Bear Staffing's President and/or Bear Staffing's Treasurer/Executive Vice-President. Bear Staffing will investigate your complaint and take appropriate remedial action. Nothing contained in this Complaint Procedure is intended to prohibit employees from discussing terms and conditions of employment with others, reporting to any government agency, including

# DISCRIMINATION AND ANTI-HARASSMENT

the National Labor Relations Board and the Equal Employment Opportunity Commission or parallel state agency, possible violations of federal or state law or regulation, or making, to any government agency, any other disclosures that are protected under the whistleblower or any other provisions of federal or state law or regulation. No action will be taken against any employee in any manner for filing a complaint with, or otherwise participating in an investigation, proceeding or hearing conducted by the EEOC, as applicable, with respect to discrimination or harassment. *See state-specific addendums for further details.* We encourage all employees to tell us if they have concerns about unlawful discrimination and harassment, safety hazards, fraud, theft, vandalism, ethic violations, or any other workplace issues.

life-threatening disease or virus should report such information to the Human Resources Department, but should not otherwise disclose another employee's personal medical information without proper authorization or utilize such information for an improper purpose.

## LIFE-THREATENING DISEASES AND VIRUSES

The Company is committed to keeping your work environment healthy and safe. Therefore if you have contracted a life-threatening disease or virus:

- 1) Please leave the premises of the Company or its Client; and
- 2) Contact the Human Resources Department immediately.

Harassment or discrimination directed at an employee with a life-threatening disease or virus is strictly prohibited.

An employee's identity, medical history, and other medical information are confidential. However, the Company may provide disclosure of employee medical information in those situations where a manager, supervisor, or others have a job-related reason to know. Any employee who becomes aware of another individual's



**REASONABLE ACCOMMODATION**  
**FOR DISABILITIES,**  
**PREGNANCY AND**  
**LACTATION**

# REASONABLE ACCOMMODATION FOR DISABILITIES, PREGNANCY AND LACTATION

## DISABILITY ACCOMMODATION

The Company strongly supports the policies of the Americans with Disabilities Act as well as its state equivalents and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of the law. The Company judges individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the Company's positions. The Company will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified applicant for employment or employee, unless undue hardship would result. Any applicant or employee who requires accommodation in order to perform the essential functions of a job should contact the Human Resources Department. The applicant or employee should advise the Company what accommodations he or she believes are needed in order to perform the job. Together with the applicant or employee, the Company will engage in an interactive process to determine effective, reasonable accommodations, if any. If such an accommodation is possible and will not impose undue hardship upon the Company, the Company will make the accommodation. The Company also reserves its right to require an employee to undergo a fitness-for-duty medical examination, at the Company's expense, if the Company believes or suspects that the employee may not be able to perform the essential duties of the job or may not be able to perform the essential duties of the job without risk of harm to him/herself or others. In such an instance, the Company will so advise the employee, in writing, of the need for the examination. Depending on the situation, the Company reserves the right to suspend employment pending the results of the examination.

## PREGNANCY ACCOMMODATION

A pregnant employee may request a reasonable accommodation of her condition upon presentation of a medical provider's written certification attesting that the accommodation request is upon the medical provider's advice. Such an accommodation may include, but is not limited to, a transfer to a less strenuous or hazardous position, or additional time off. If such a transfer can be reasonably accommodated, a pregnant employee will be transferred for the duration of her pregnancy. However, the Company will not undertake to create additional employment that the Company would not otherwise have created to meet its own business needs, nor will the Company be required to discharge any employee, transfer any employee with more seniority than the pregnant employee, or to promote any employee who is not qualified to perform the job. Upon transfer, an employee will receive the salary and benefits that are regularly provided to employees in the position to which the employee has transferred.

## LACTATION ACCOMMODATION

The Company will provide a reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth; and a place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, which may be used by an employee to express breast milk. The break will not be paid unless otherwise required by state law (see state-specific supplements, below). Because temporary employees are on assignment and away from the Company's facilities, it is critical that you let Human Resources Department know of the need to express breast milk ahead of time so that arrangements can be made with the Company's clients.



# **CONFIDENTIALITY AND CONFLICTS OF INTEREST**

# CONFIDENTIALITY AND CONFLICTS OF INTEREST

## CONFIDENTIALITY AND NON-DISCLOSURE

The Company may provide and make available to you certain information regarding our business, including without limitation, various sales and marketing information, sales reports, pending projects or proposals, business plans and projections, the techniques used in, approaches to, or results of any market research, advertising sources, financial information about the Company, customer or client lists (active or prospective) including key contacts and addresses, personnel information relating to other Company employees such as skill levels, addresses, pay, rankings and pay rates. This information, whether written or verbal, or contained on computer hardware or software, disk, tape, microfiche or other media ("Information"), is of substantial value and highly confidential, is not known to the general public, is the subject of reasonable efforts to maintain its secrecy, constitutes the professional and trade secrets of the Company, and is being provided and disclosed to you solely for use in connection with your employment by the Company. In consideration of your employment and receipt of the Information, you agree that you:

- Will regard and preserve the Information as highly confidential and the trade secrets of the Company;
- Will not disclose, or permit to be disclosed, any of the Information to any person or entity, absent written consent and approval from the Company;
- Will not photocopy or duplicate, and will not permit any person to photocopy or duplicate, any of the Information without the Company's written consent and approval;
- Will not make any use of Information for your own benefit or the benefit of any person or entity other than the Company;

- Will return all Information to the Company immediately upon request for same; and
- Will immediately contact the Company if any client of the Company contacts you after the termination or resignation of your employment with the Company.

As set forth above, each employee is required to maintain the confidentiality of proprietary, sensitive or confidential information and trade secrets of the Company, its affiliated entities, business associates and its clients and to prohibit their disclosure to unauthorized third parties. Disclosure of confidential, proprietary, or sensitive information and trade secrets about the Company, its affiliated entities, business associates or its clients to third parties will be grounds for immediate disciplinary action, including but not limited to termination. The Company specifically reserves its right to take legal action, even if the employee does not actually benefit from the disclosed information. The employee and employee's future employer may become liable for civil damages and/or criminal penalties if confidential information or trade secrets belonging to the Company or its clients are disclosed or used to the employee's or any other person's or company's advantage.

Notice of Immunity: An employee will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made (1) in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An employee who files a lawsuit for retaliation by the Company for reporting a suspected violation of law may disclose the trade secret to his/her attorney and use the trade secret information in the court proceeding, so long as he/she files any document containing the

# CONFIDENTIALITY AND CONFLICTS OF INTEREST

trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

Nothing contained in this Handbook or in this policy is intended to prevent them from freely discussing their own wages, hours, or working conditions with co-workers, including in the context of social media. Nothing in this policy alters the at-will nature of the employment relationship.

## IDENTITY THEFT PREVENTION PROGRAM

The Company is strongly committed to ensuring that our employees and our clients are not the victims of identity theft. To that end, this policy is the Company's written program to detect relevant identity theft warning signs. If you believe that there is any suspicious activity occurring regarding our employees' or clients' private information, you should immediately bring that activity to the manager's attention. For example, if a client's identification does not match his/her credit card information, that may indicate the potential of identity theft. Additionally, you should ensure that you safeguard any private information about employees and clients by not leaving it in plain view and ensuring that it is timely and securely filed. The Company will ensure that any third party service providers with which it works also commit themselves to ensuring that our employees' and our clients' private information is kept confidential. If you have any questions about this policy, you should immediately bring it to the attention of the Human Resources Department.

## CONFLICT OF INTEREST

An employee is required to avoid any conflict of interest during his or her employment by the Company. Any involvement that conflicts with

an employee's duties or responsibilities or affects the employee's judgment in making a decision affecting the Company will be considered a conflict of interest. This includes any direct or indirect business, management or financial interest or activity, whether or not for compensation, in any business or entity that is a competitor, supplier or vendor of the Company. Employees may engage in or have outside business or personal interests or activities that do not constitute a conflict of interest with their employment by the Company or its clients. The Company requires that these activities or interests do not adversely affect an employee's capacity to perform his or her functions or result in conflicting loyalties.

## DISCLOSURE OF RESTRICTIONS BY FORMER/ CURRENT EMPLOYERS

The Company understands that employees may be subject to certain restrictions or agreements imposed by some of their former or current employers. The Company requires that all employees honor any such contractual obligations as enforceable under applicable law. No employee may use confidential, proprietary or trade secret information of another person or entity while working for the Company. Additionally, no employee may violate the copyright or patent rights of other persons or entities, including through the use of documents, electronic or computer systems.

By accepting employment with the Company, employees are confirming that they agree that they are not bound by any ongoing contractual relationship with a former employer that would in any way prevent them from working for the Company or performing their job duties. Employees also agree that should they be, or believe themselves to be, under any such obligations, they will provide a copy of any such agreement

# CONFIDENTIALITY AND CONFLICTS OF INTEREST

or obligation prior to commencement of employment with the Company. The Company will review such information and make a determination as to what restrictions, if any, may be required for employment with the Company.

## GIFTS

The Company believes that our mutual interests are best served when the acceptance of a product or service is based solely on its merits. Personal gifts offered to our employees by companies doing business with us could, even if innocently given, be motivated by the desire for undue favoritism in future dealings. Advance approval from management is required before you may accept gifts of any kind having an aggregate value in excess of \$100 per year from clients, suppliers or vendor representatives. No prior approval is required for gifts having a total value of less than this amount.





# **MANDATED BENEFITS/ADDITIONAL BENEFITS**

# MANDATED BENEFITS/ ADDITIONAL BENEFITS

Bear Staffing does not offer paid holidays and paid vacation time to qualified employees unless stated in our client's contractual agreement or as required by law. The information that follows is only a brief summary of the benefits that 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.

## WORKERS' COMPENSATION

The Company furnishes workers' compensation insurance coverage at its expense. Workers' compensation insurance is intended to provide medical care and pay for lost time resulting from injuries on the job and those illnesses caused by your work. If you are injured on the job, report the injury, no matter how minor, to your supervisor immediately. Failure to timely report an injury may jeopardize your rights to certain benefits. Workers' compensation insurance coverage is not available to you for injuries that occur during your voluntary participation in any off-duty recreational, social or athletic activity that is not part of your work-related duties, even if sponsored by the Company. To insure you of quality care in case of work-related injury or illness, the Company will direct you to an appropriate health care provider for the treatment of any such injury or illness. If you wish to be treated by your own health care provider instead, you must notify the

Company in writing before any injury or illness occurs.

All employees should remember that workers' compensation fraud is a felony and may be punishable by fines and jail time. When an employee makes a workers' compensation claim knowing that the injury or illness is not work-related and/or was not suffered while working for Bear Staffing, it is a felony. When an employee allows a doctor, therapist or attorney to use the claim to make money by exaggerating the need for treatment or other benefits, it is also a felony. Workers' compensation fraud costs companies thousands of dollars a year – money that could otherwise benefit hard-working employees. The Company takes this policy very seriously and will take all actions necessary to prosecute cases of workers' compensation fraud. No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Section of the Handbook.

## SOCIAL SECURITY

All employees are covered by the Social Security Law and are subject to taxes under the Federal Insurance Contribution Act ("FICA"). A deduction is made from your gross earnings in accordance with the law as your contribution to Social Security. The Company contributes an amount equal to your deduction.

## HOLIDAYS

Bear Staffing will be closed in observance of the following holidays:

- New Year's Day
- Memorial Day
- Independence Day

# MANDATED BENEFITS/ ADDITIONAL BENEFITS

- Labor Day
- Thanksgiving Day
- Christmas Day

Bear Staffing Services does not offer paid holidays unless stated in the client's contractual agreement where you are assigned.

## PAID TIME OFF

Bear Staffing does not offer paid time off unless stated in the client's contractual agreement where you are assigned, or as required by state law as set forth in the state addenda below.

## RELIGIOUS DAYS

Bear Staffing employees who celebrate religious holidays may request time off without pay to observe these events. This request may be subject to approval by the Company you are on assignment. The Company requires you request a religious day off 10 days prior to the observed day. Bear Staffing Services respects the religious beliefs and practices of all employees and will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the Company's business.

## DISCRETIONARY REFERRAL BONUS PROGRAM

At Bear Staffing, 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. From time to time we run discretionary referral bonus programs. Please check with your representative regarding referral bonus

programs. Not all positions carry the same referral bonus, we can adjust based on need.

**Note:** If you are not currently working for Bear Staffing, Bear Staffing 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 Staffing (in its sole discretion) on the next scheduled pay date at Bear Staffing.

## 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.

## 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.

## 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.



# LEAVES OF ABSENCE

# LEAVES OF ABSENCE

## RULES REGARDING ALL LEAVES OF ABSENCE

### Non-Retaliation

No action will be taken against any employee in any manner for requesting or taking any of the leaves of absence provided for in this Handbook.

## FAMILY AND MEDICAL LEAVE

### Eligibility For Leaves

To be eligible for leave under the Family Medical Leave Act ("FMLA"), an employee must satisfy the following criteria:

- 1) The employee must be employed by the Company for at least 12 months of aggregate employment. The Company will not look back further than the preceding seven years to calculate length of employment;
- 2) The employee must have worked for the Company for at least 1,250 hours (excluding vacation, holidays, sick leave and leaves of absence) during the 12-months immediately preceding the leave; and
- 3) The employee must be employed at a location where at least fifty (50) of the Company's workers are employed or work within seventy-five (75) miles of each other.

For purposes of this policy, the Company will calculate the amount of leave available (if any) by using a rolling twelve (12) month period measured backward from the date the employee starts any new leave. An employee who has exhausted FMLA leave, within the twelve months prior to the date the employee seeks to take leave again, will not be eligible to do so.

### Permissible Purposes of Family and Medical Leaves

An eligible employee may request a family and/or medical leave for any of the following reasons:

**Child Bonding:** Due to the birth of the employee's child or placement of a child with the employee by adoption or for foster care.

**Serious Health Condition:** To care for a child, spouse, registered domestic partner, or parent with a "serious health condition", as that term is defined by the FMLA, or on account of the employee's own "serious health condition", including work-related injuries or illness.

**Service member's Serious Health Condition:** To care for a current member of the U.S. Armed Forces, or a member of the U.S. Armed Forces who is on the temporary disability retired list, who incurred a serious injury or illness in the line of duty on active duty for which he or she is undergoing medical treatment; recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. The employee must be the spouse, registered domestic partner, child, parent, or next of kin of the service member with the serious health condition.

**Qualifying Exigency Involving a Service member:** Federal law describes many circumstances that may be considered a "qualifying exigency" for which an employee may take an FMLA leave of absence. A "qualifying exigency" is, as defined by applicable law: (1) short-notice deployment, (2) military events and related activities; (3) childcare and school activities; (4) financial and legal agreements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; and (8) additional activities as agreed upon by the Company and the employee. If there is any

# LEAVES OF ABSENCE

question as to whether something is a qualifying exigency, the Company will use law requires only such circumstances as, and nothing in this policy should be considered to have granted any rights to leave that are not required by law. In any event, all qualifying exigency leaves require that the military member be the employee's spouse, registered domestic partner, child, or parent on active duty or call to active duty status in support of a contingency operation with the National Guard or Reserves. Military members covered by this policy also include the employee's biological, adopted, or foster child, stepchild, or legal ward, regardless of age.

## Length of Leave

Each request for leave will be evaluated to determine the amount of leave, which will be granted in accordance with applicable law. However, the length of leave granted due to child bonding, a serious health condition (other than a service member's serious health condition) or a qualifying exigency may not exceed 12 weeks in a 12 month period, commencing with the first day on which any family and medical care leave is taken. In the event that the time is taken to bond with a newborn child and both parents are employees of the Company, 12 weeks is the aggregate amount of leave that both parents will be provided. Leave due to a service member's serious health condition may not exceed twenty-six (26) weeks in any 12-month period, commencing with the first day on which any such leave is taken. A family and medical care leave under the FMLA may be taken in addition to any leave of absence to which that an employee may be entitled on account of a disability resulting from pregnancy. Each short-notice "qualifying exigency" leave may not exceed seven (7) calendar days. Each "rest and relaxation" qualifying exigency leave may not exceed five (5) calendar days. Each leave due to any additional activity, which the Company and the employee agree is a qualifying exigency, may not exceed the time agreed upon by the Company and the employee.

## Request for Leave

An employee who desires to take a family or medical care leave must give written notice to the Human Resources Department of (1) the condition; (2) the date the leave will start; (3) the estimated length of the leave; and (4) in the case of a leave to care for a parent, child, spouse, or registered domestic partner, whether the condition requires care from the employee and an estimate of the amount of time the doctor believes the employee needs to care for the family member. For leave because of the employee's own serious health condition, the written certification must also indicate if the employee is unable to perform work of any kind or is unable to perform the essential functions of the employee's job as set forth in the employee's written job description. Employees should use the specific forms provided by the Company where requested. An employee must provide the Company with at least thirty (30) days' written notice of the need for leave when that is possible. Similarly, when the employee's need for leave is foreseeable due to planned medical treatment or supervision, the employee shall communicate with the Company and make a reasonable effort to schedule the treatment or supervision in order to avoid disruption of the operations of the Company. Failure to comply with these requirements is grounds for denial of a family or medical care leave. If the employee learns of the need for leave than thirty (30) days before the date the leave must begin, the employee must provide as much advance written notice as practicable, preferably as soon as the employee learns of it. A failure to comply with these notice rules may result in a denial or postponement of the requested leave until the employee complies with these rules. The Company reserves the right to inquire as to the reason for any notice delay.

Employees who are out on leave for their own serious medical condition must provide the Company with periodic updates of the condition

# LEAVES OF ABSENCE

and the continuing need for leave. Employees are advised that, unless otherwise required by law, extensions will not be granted that cause the total period of the leave to exceed the 12-week limitation identified above.

For leave because of a qualifying exigency, the first time that the employee requests such leave, the Company may request that the employee provide a copy of the covered military member's active duty orders or other documents issued by the military which indicate that the military member is on active duty or call to active duty status and dates of the active duty status. The Company may then require that the employee provide a signed certification stating, among other things, the need for leave, the approximate date for commencing the leave, the frequency and duration requested, and the contact information for third parties involved. If the qualifying exigency involves a third person, without the employee's permission, the Company may contact the third person to verify the employee's meeting or appointment with the third party. Without permission, the Company may also contact the Department of Defense to verify the military member's active duty status.

For leave to care for a service member with a serious health condition, the Company may require the employee to provide certification from the service member's healthcare provider. The certification may request the healthcare provider to prove, among other things, the name, address, and contact information of the healthcare provider, their medical practice type, their specialty, whether the service member's injury or illness was incurred in the line of active duty, approximate date and probably duration of the condition, medical facts sufficient to ascertain the need for the leave and information about intermittent or reduced schedule treatment. The Company can also request information from the employee or service member to ascertain the need for the leave and its duration.

## Second Medical Opinion

Prior to granting a leave because of an employee's own serious health condition, the Company may request a second medical opinion to be rendered by a doctor of its choice. If the opinions of the employee's and the Company's doctors differ, the Company may require a final and binding opinion from a third doctor, jointly approved by the Company and the employee.

## Intermittent Leave

If medically necessary for the serious health condition of the employee, spouse, registered domestic partner, child, or parent, leave may be taken on an intermittent or reduced leave schedule. If an intermittent or reduced leave is requested on this basis, the Company reserves the right to require the employee to temporarily transfer to an alternative position with equivalent pay and benefits which better accommodates the leave schedule and/or to schedule the employee's work so that it is least disruptive to business. Leave for birth, adoption, or foster care of a child may not be taken in more than one block of time or by reducing the employee's normal weekly or daily work schedule. In addition, the leave must be taken within one year of the birth, adoption, or foster care placement. The Company will account for leave using increments no greater than the shortest period of time it used to account for other forms of leave, but in no event will the increment be greater than one (1) hour. The Company may require a fitness-for-duty certification to return from an intermittent leave up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform his or her duties.

## Benefits During Leave

Seniority does not accrue during the leave but will not be negatively affected by it. Vacation and sick leave benefits (for eligible employees)

# LEAVES OF ABSENCE

will not accrue during any leave of absence pursuant to this policy. If a paid holiday falls within any unpaid leave of absence period, no compensation will be paid for that day(s). In addition, a leave of absence under this policy may qualify as a leave of absence under another policy as well. In such cases, the employee's leave of absence will count against both or all leave of absence policies applicable.

When the leave is entirely unpaid, meaning the employee does not receive any monetary benefits in conjunction with the leave, such as through a temporary disability benefit plan or Workers' Compensation, then the Company may require the employee to utilize previously accrued vacation and/or sick leave (if eligible) during the leave. You must use all accrued sick time (for eligible employees) under this policy.

During an approved family or medical leave, the Company shall continue to provide the health and life insurance benefits under the same conditions coverage would have been provided if the employee had been continuously employed, not to exceed sixteen (16) weeks in any 12-month period (if the employee is eligible for benefits). If the leave is for a service member's serious health condition, the Company will continue to pay insurance benefits for a maximum of twenty-six (26) weeks in any 12-month period. The employee will remain personally responsible for paying his/her share for their own, as well as dependent care coverage, if any. Failure to pay premiums in a timely manner may result in a lapse of coverage. If the employee fails to return to work following a family or medical care leave of absence, the employee agrees to reimburse the Company for the cost of health insurance benefits paid for by the Company during the leave, unless the failure to return is caused by serious illness or circumstances beyond the employee's control.

## Reemployment Privileges

Any employee returning from an approved family or medical care leave of absence that does not exceed 12 weeks (26 weeks for covered service member eligibility), or the maximum eligible length of such leave if less than 12 weeks, will be reinstated to his/her original or an equivalent position with no loss in seniority or benefits which accrued prior to the leave of absence.

Before an employee returns from a leave taken on account of the employee's own serious health condition, he/she must provide the Company with a written medical fitness-for-duty certification stating that he/she is able to return to work. The Company reserves the right to require a physical examination by a medical provider of its choice and/or additional information from the employee's treating medical provider to determine if the employee is able to perform the essential functions of the employee's job as set forth in the employee's written job description.

An employee who does not return to work at the end of his/her authorized leave, and does not obtain an approved leave pursuant to any other leave of absence policy for which he/she is eligible will be treated as having voluntarily resigned. It should be noted that if the employee on leave is a salaried employee who is among the top ten percent (10%) of the employees in terms of gross salary, reinstatement may be denied if keeping the job open for the employee would result in substantial economic injury to the Company. Additional exceptions to reinstatement to an employee's original or equivalent position include, but are not be limited to, changes in the work force such as layoffs or elimination or reorganization of positions or departments such that there is no position to which the employee would be entitled if the employee had not taken the leave. Any further leave of absence may, at the Company's discretion, be granted pursuant to any other leave of absence policy for which an employee is eligible.



# LEAVES OF ABSENCE

## State-Specific Statutes

To the extent that there are any state-specific statutes that supplement any of FMLA's provisions, the Company will adhere to the law that is most favorable to the employee.

## INDUSTRIAL MEDICAL LEAVE (WORKERS' COMPENSATION LEAVE)

An employee shall be granted a leave of absence due to industrial (work-related) illness or injury. Any leave taken under this provision qualifies as Family and Medical Care Leave and will be counted as such.

### Request for Leave

An employee must submit a written request for an industrial medical leave of absence, and, in addition, furnish a doctor's written certification stating the cause, beginning date and length of such leave. Written updates may be requested from time to time thereafter. Failure to provide the above information is grounds for denial of an industrial medical leave of absence.

### Length of Leave

An industrial medical leave of absence shall be for a reasonable period of time during which an employee is disabled, but the leave of absence shall not extend beyond the time that the employee is deemed "permanent and stationary."

### Return from Leave

An employee returning from an industrial medical leave of absence must furnish a doctor's written certification of his or her fitness to perform the essential functions of his or her job, with or without reasonable accommodation.

## MILITARY LEAVE

An employee who enters the armed forces of the United States will be granted a military leave in accordance with federal laws.

### Request for Leave

An employee must provide advance notice of the need for military leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

### Length of Leave

The Company will grant up to a total of five (5) years for an employee's military leave of absence, which includes the cumulative length of all absences from employment due to military service.

### Compensation and Benefits

Military leaves of absence are without pay from the Company. All other rights and benefits will continue as if the employee had remained continuously employed and will be available to the employee upon reinstatement.

### Return from Leave

Upon completion of military service, the employee will be reinstated with full seniority to his/her former position or to a comparable position if application for re-employment is made within ninety (90) calendar days from release from the service or hospitalization. However, the employee will not be reinstated if the Company's circumstances have so changed that re-employment is impossible or unreasonable.

### National Guard Service

An employee who is a member of the National Guard or a reserve component of the armed forces shall, upon furnishing a copy of the official

# LEAVES OF ABSENCE

orders or instructions, be granted a military training leave. Training leaves shall not, except in an emergency or in the event of extenuating circumstances, exceed two (2) weeks a year, plus reasonable travel time. The employee may choose to take vacation (if eligible), if accrued, during military training.

## JURY DUTY

Any employee wishing to and/or required to serve on jury duty may do so. You should bring any juror's questionnaire to the Human Resources Department immediately after it is received so that arrangements to accommodate your absence may be made. While serving on a jury, you are expected to report for work whenever the court schedule permits, unless otherwise instructed by the Company. You may be required to provide the Company with written proof of jury duty. The Company does not generally pay for time spent on jury duty unless required by state law, though employees may keep any jury fees, appearance fees, or mileage allowances paid by the court while serving on jury duty. No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Section of the Handbook.

## JUDICIAL LEAVES

### Court Appearance

An employee, including a victim of a crime, may take time off to appear in court as a witness in order to comply with a subpoena or other order. If you need time off to appear as a witness, you should bring the subpoena or court order to your manager immediately after it is received so that arrangements to accommodate your absence may be made. While taking time off to appear as a witness, you are expected to report for work whenever the court schedule permits. Time off

to appear as a witness is unpaid unless otherwise required by state law. You may also keep any appearance, witness, or mileage fees paid by the court.

### Domestic Violence, Sexual Assault and Stalking Victims

An employee who is a victim of domestic violence, sexual assault, or stalking may take time off in order to obtain judicial relief to help ensure the health, safety or welfare of the employee or his or her child. The maximum amount of time available will be governed by state law, although the Company will take all factors into consideration in granting a time off request. You may also take time off for any of the following: (1) to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; (2) to obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence; (3) to obtain psychological counseling related to an experience of domestic violence or sexual assault; or (4) to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking.

If you need time off on account of domestic violence, sexual assault or stalking, you should notify your manager as soon as possible so that arrangements to accommodate your absence may be made. If advance notice is not possible, you must provide appropriate written certification of the reason for your absence upon your return to work. You should also advise us if you need reasonable accommodation, such as a modified schedule, change of work number or increased security measures if you are concerned for your safety at work. The Company will make reasonable efforts to maintain the confidentiality of any employee requesting time off on account of domestic violence, sexual assault or stalking. Time off on account of domestic violence or sexual assault is unpaid, unless otherwise required by state law.

# LEAVES OF ABSENCE

## VICTIMS OF CRIME

An employee who is a victim of a felony, or whose spouse, registered domestic partner, child, stepchild, sibling, step-sibling, parent, or step-parent is a victim of a felony, may take time off in order to attend judicial proceedings relating to the crime. The Company will not discriminate or retaliate against you in any way for your appearance at any proceeding where you or someone else is a victim of a crime. If you need such time off, you must give your manager a copy of the notice of the scheduled proceeding. If advance notice is not possible, you must provide a copy of documentation relating to the judicial proceeding within a reasonable period of time after your return to work.

## OTHER LEAVES OF ABSENCE

The Company recognizes that occasionally conditions may make it necessary for some employees to be absent for extended periods of time. Accordingly, requests for all other unpaid leaves, unless otherwise addressed in this Handbook, will be on a case-by-case basis and may be granted at the sole discretion of the Company.

Requests for leave other than that covered in this Handbook will be evaluated based on a number of factors, including anticipated work load requirements, staffing considerations during the proposed period of absence, the employee's length of service, performance and attendance record, level of responsibility and reason for the request. The length of time is at the sole discretion of management, but generally a leave is any absence of more than three (3) normal working days. Employees cannot engage in other employment or apply for unemployment benefits while on a leave of absence. Such action would be considered a voluntary resignation and/or grounds for immediate disciplinary

action, including but not limited to termination. Returning employees retain all benefits they had accrued leading up to their leave, but do not accrue vacation leave benefits during the leave (if eligible for such leave). If a paid holiday falls within any unpaid leave of absence period, no compensation will be paid for that day(s).

When a discretionary leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. The Company, however, cannot guarantee reinstatement to the same position, similar position or any position following return from a leave of absence granted pursuant to this policy. If an employee fails to report to work immediately following the expiration of any approved leave period, such failure will be deemed a voluntary resignation from employment.

## CONCURRENT LEAVES

An employment leave described in this Handbook may run concurrently with one or more other leaves described herein. The Company intends to administer its leave of absence policies in accordance with the requirements of all applicable state and federal laws. Instances may exist where two (2) or more leaves of absence policies provide overlapping protections for an eligible employee. However, it is the general intention of the Company's policies to limit employees to the time under single most favorable leave of absence policy and to prevent employees from exceeding the limitations of that policy. Accordingly, any leave of absence that is taken by an employee under any policy or based upon any request for time off that could have been taken under any other policy of the Company (if the employee had requested the opportunity to do so) shall be credit against the maximum limit on leaves established in each of the policies that provided the employee a basis to request a leave.

# LEAVES OF ABSENCE

If you have any questions about whether and/or how this applies to your designated leave, please contact the Human Resources Department for details.

## **EMERGENCY RESPONDER LEAVE**

An employee who is an active member in good standing of a volunteer fire company, a volunteer member of a duly incorporated first aid, rescue or ambulance squad, civil air patrol, or civil defense is protected from termination, dismissal, or suspension when the member's official duties include responding to a fire or emergency call. You must notify the Human Resources Department that you are rendering emergency services as soon as practicable before you are scheduled to report to work. Upon returning to work, you must provide the Human Resources Department with a copy of the incident report and a certification by the incident commander or other official in charge, affirming that you were actively engaged in and necessary for rendering emergency services, and the report should set forth the date and time that you were relieved from duty. Any time lost due to emergency response leave will be unpaid.



# **STATE SPECIFIC POLICIES**

# ALABAMA SPECIFIC POLICIES

**This section of the Handbook applies to those Bear Staffing employees who work in specific states. It is intended to set forth additional employee rights and notices applicable to employees working in specific states by virtue of state laws. If there are any differences between the laws and the summary below, the laws will govern.**

## TIME OFF TO VOTE

Employees, upon reasonable notice to Bear Staffing, are permitted to take necessary time off to vote in any municipal, county, state, or federal political party primary or election for which the employee is qualified and registered to vote on the day on which the primary or election is held. The necessary time off shall not exceed one hour and; if the employee's hours of work commence at least two hours after the opening of the polls or end at least one hour prior to the closing of the polls, then the time off for voting is not required. Bear Staffing is entitled to, at its discretion, specify the hours during which the employee may take voting leave.

## JURY DUTY

Employees will be allowed time off to serve on jury duty and will be paid their usual compensation. Employees will not be required to use available paid leave while serving. The jury duty fee will not be deducted from an employee's usual compensation.

## NO WEAPONS IN THE WORKPLACE

Employees are not permitted to carry (either openly or in a concealed manner) any firearms while on Company's premises, while at client work locations on Company business, while in Company vehicles, or while acting as a Company

representative at any work-related activities, meetings, or functions. This prohibition against the possession or carrying of firearms applies even if the employee is licensed to carry a concealed handgun or to openly carry a handgun by the state of Alabama. Employees are permitted to transport and store in a safe and discreet manner a legal firearm and ammunition in a locked personal vehicle while the vehicle is in the employee parking area in compliance with Alabama law. This policy is intended to comply with all applicable state laws concerning employee rights to possess and carry firearms and shall be interpreted and enforced accordingly.

# ARIZONA SPECIFIC POLICIES

## ARIZONA WEAPONS

It is the intent of the Company to provide a safe and secure workplace for employees, clients, customers/patrons of our clients, visitors, and others with whom we do business. The Company has “zero tolerance” for, and expressly forbids the possession of, while on Company/client property, any type of weapon, firearm, explosive, and/or ammunition. For purposes of this policy, Company property includes, but is not limited to, all Company/Client facilities, Company-provided parking areas and vehicles and equipment that are either leased or owned by the Company or a Company client. In addition, the Company strictly prohibits the unlawful carrying or possession of any weapon in a parking facility or parking area, including in employee-owned vehicles parked on Company property; provided, however, employees and other third-party invitees are permitted to possess legally-owned firearms that are either locked inside or locked to a personal vehicle or locked in a compartment on a personal motorcycle and not visible from the outside when the employee or invitee is lawfully on Company/client property. With the limited exception for legally owned firearms set out above, the possession of firearms or other weapons on Company property may be cause for discipline including, but not limited to, immediate termination of employment. In enforcing this policy, the Company reserves the right to request inspections of any employee and their personal effects (excepting personal vehicles), while on Company property. Any employee who refuses to allow such an inspection will be subject to the same disciplinary action as having been found in possession of firearms or other weapons. Employees within the Company share the responsibility of identifying violators of this policy. An employee who either witnesses or suspects another individual of violating this policy should immediately report this information to their onsite supervisor.

## ARIZONA VOTING

It is the policy of the Company to permit employees to be absent from work to vote in local, state or national elections. Employees who cannot reach their polling place outside of work hours will be permitted up to three hours without loss of pay to vote at the beginning or end of their regular work shift. Time off will not be granted if an employee’s work schedule begins more than three (3) consecutive hours after polls open or ends more than three (3) consecutive hours before polls close. Employees must notify their supervisor at least two (2) working days in advance to arrange a mutually agreeable time. Evidence of voter registration and voting may be required. In addition, employees are allowed unpaid time off to serve as election officials on Election Day. Employees requesting such unpaid leave must notify their manager as far in advance as possible.

## MEDICAL MARIJUANA

The Company recognizes and complies with the provisions applicable to employers under the Arizona Medical Marijuana Act. Accordingly, any employee who possesses a Registry Identification Card issued by the Arizona Department of Health Services will not suffer any consequence or adverse employment action because: (1) the employee possesses such Card, or (2) because the employee tests positive for marijuana components or metabolites, unless the employee used, possessed, or was impaired by marijuana on the premises of the Company or during the hours of employment. The Company does not, however, allow any employee to ingest marijuana at work or during working hours or work while under the influence of marijuana, and may discipline employees for such misconduct.

# ARIZONA SPECIFIC POLICIES

## CONSTRUCTIVE DISCHARGE

An employee is encouraged to communicate to the Company whenever the employee believes working conditions may become intolerable to the employee and may cause the employee to resign. Under Arizona Revised Statutes § 23-1502, an employee may be required to notify an appropriate representative of the employer in writing that a working condition exists that the employee believes is intolerable—objectively so difficult or unpleasant—that the employee feels compelled to, or intends to, resign or that constitutes a constructive discharge, if the employee wants to preserve the right to bring a claim against the employer alleging that the working condition forced the employee to resign. Under the law, an employee may be required to wait for fifteen (15) calendar days after providing written notice before the employee may resign if the employee desires to preserve the right to bring a constructive discharge claim against the employer. An employee may be entitled to paid or unpaid leave of absence of up to fifteen (15) calendar days while waiting for the employer to respond to the employee's written communication about the employee's working condition.



# COLORADO SPECIFIC POLICIES

## MEAL AND REST PERIODS

Due to the fact that employees are typically on-shift in a location away from Bear Staffing's premises, we rely upon you to tell us if you fail to timely get a meal and/or rest break. We cannot help you if you do not communicate with us, so please take this very seriously. Failure to abide by these rules will result in discipline, up to and including termination. All employees receive a full 30 minute unpaid, uninterrupted meal period for every shift over five (5) consecutive hours. Employees will be completely relieved of all duty during the meal periods and may leave the client site (as long as you are back on time). You may not add your breaks to your meal period so that you can take a longer meal period. Do not ask to work through your meal period or breaks so that you can either come in late or leave early.

Employees are also entitled to receive a consecutive ten (10) minute rest break for every four (4) hours of work or major portion thereof. There will generally be enough down time during the events to use this rest break to use the restroom, make a phone call, or grab something to drink. You are free to use your break time as you wish but you should not leave the premises.

When offered a break, always politely ask if it is a short (ten minute) break or if the client is offering you a meal period. If you are approaching the five-hour mark and have not been offered a meal period, make sure to find the client and advise them of such. We specifically instruct our clients about the meal period requirements and expect them to abide, but we need you to do your part to help make sure you get all of the breaks that you are entitled to. Some clients may expect that you will take your rest breaks on an as-needed basis throughout the day and may not specifically instruct you to take a rest break. If that happens, use your discretion and take the rest break when needed without unduly interfering with the flow of the day. In the rare instance that

you feel you have not yet had an opportunity to take the rest break please advise the client and they will arrange for you to get your break.

As always, communication is paramount. If for any reason an employee's schedule does not allow him or her to take a meal or a rest break, he or she must notify the client immediately and must also advise the Human Resources Department of the occurrence in writing within two days; it will otherwise be presumed that you have taken your required breaks.

## MARIJUANA USE LAWS

The Company has a vital interest in maintaining safe, healthful and efficient working conditions for its employees, customers, and visitors. While the Company recognizes the impact of state laws legalizing the use and possession of marijuana, the Company maintains a drug free workplace, which prohibits all employees from being under the influence of any legal or illegal intoxicant while on the job.

## OVERTIME

The Company will pay overtime at the rate of one and one-half (1½) times an employee's regular rate of pay to non-exempt employees for hours worked in excess of: **(1)** forty hours per workweek; **(2)** twelve hours per workday, or **(3)** twelve consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods), whichever calculation results in the greater payment of wages.

## VOTING LEAVE

It is the policy of the Company to permit employees to be absent from work to vote in local, state or national elections. Employees who cannot reach their polling place outside of work hours will be permitted up to two (2) hours without loss

# COLORADO SPECIFIC POLICIES

of pay to vote at the beginning or end of their regular work shift. Time off will not be granted if an employee's work schedule begins more than three (3) hours after polls open or ends more than three (3) hours before polls close. Employees must notify their supervisor at least two (2) working days in advance to arrange a mutually agreeable time. Evidence of voter registration and voting may be required. In addition, employees are allowed unpaid time off to serve as election officials on Election Day. Employees requesting such unpaid leave must notify their manager as far in advance as possible.

## JURY DUTY LEAVE

All regularly employed trial or grand jurors shall be paid regular wages, but not to exceed fifty dollars per day unless by mutual agreement between the employee and employer, by their employers for the first three days of juror service or any part thereof. Regular employment shall include part-time, temporary, and casual employment if the employment hours may be determined by a schedule, custom, or practice established during the three-month period preceding the juror's term of service.

## SMALL NECESSITIES LEAVE

Because the Company recognizes the importance of the family obligations that many employees bear, you will be granted up to 18 hours in each school year, not to exceed six (6) hours per month, to attend parent-teacher conference or meetings related to special education, drop-out prevention, truancy, disciplinary issues, or response to intervention. If you will be visiting your child or grandchild's school, you should alert your manager as soon as possible so that alternative arrangements can be made. School visitation time will be unpaid. No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Section of the Handbook.

## VOLUNTEER CIVIL DEFENSE WORKER LEAVE

Employees who serve as a member of a volunteer disaster organization that has entered into a memorandum of understanding with a county sheriff, local government, local emergency planning committee, or state agency to assist in providing services during disasters are entitled to an unpaid leave of absence of up to 15 days in any calendar year. To be eligible for leave, employees must be called to serve through the volunteer organization under the authority of the county sheriff, local government, local emergency planning committee, or state agency. The employee must provide the Company with appropriate service verification during the disaster and return to work as soon as is practicable afterward. Essential employees whose absence would likely cause the company to suffer economic injury, may be denied leave in accordance with state law. Employees taking qualified leave under this policy will be restored to the same or similar position held prior to the leave of absence.

## FAMILY CARE ACT LEAVE

Colorado's Family Care Act expands the definition of a "family member" under the FMLA to include domestic partners and partners in a civil union. Colorado employees who qualify for FMLA leave may take up to 12 weeks of leave in a 12-month period to care for a domestic partner or civil union partner with a serious health condition.

Under Colorado law, a domestic partner or civil union partner:

- Is the employee's partner in a civil union; or
- Is the employee's domestic partner; and

# COLORADO SPECIFIC POLICIES

- Has registered the domestic partnership with the municipality in which the employee resides or with the state, if applicable; or
- Is recognized by Bear Staffing as the employee's domestic partner.

Bear Staffing may require the employee to provide reasonable documentation or a written statement of family relationship, in accordance with the FMLA, to confirm the employee's relationship to a partner in a civil union or a domestic partner.

## **PAYMENT OF WAGES UPON TERMINATION**

Under Colorado law, Bear Staffing will immediately pay an employee whose employment is involuntarily terminated the wages or compensation for labor or service that are earned, vested, determinable and unpaid at the time of such discharge. However, if Bear Staffing's accounting personnel responsible for the drawing of payroll checks is not regularly scheduled to be operational at the time of discharge, then the wages due to the separated employee will be made available to the employee no later than six (6) hours after the start of Bear Staffing's next regular workday. If payroll checks are not available at the worksite, Bear Staffing will deliver the check for wages due to the separated employee no later than 24 hours after the start of Bear Staffing's next regular workday to one of the following locations selected by Bear Staffing: the worksite; Bear Staffing's local office; or the employee's last known mailing address.

When an employee quits or resigns, the employee's wages or compensation will be due and payable upon the next regular payday.

# CONNECTICUT SPECIFIC POLICIES

## PREGNANCY DISABILITY LEAVE

Bear Staffing provides all pregnant employees with a reasonable leave because of a disability related to pregnancy (regardless of how long or how much the employee has worked). The Company will make reasonable efforts to transfer a pregnant employee to a suitable temporary position only when the employee provides written notice of her pregnancy and the Company or the employee reasonably believe that continued employment in her position may cause injury to the employee. Any refusal to transfer may be appealed.

## MARIJUANA POLICY

The Company does not discriminate against applicants or employees in terms of hiring, termination, or terms or conditions of employment or other penalize or threaten a person based upon the person's status as a qualifying patient for medical marijuana use. Employers are not required to allow the ingestion of marijuana in their workplaces or allow an employee to work while under the influence of marijuana. The Company prohibits the use, possession, and being under the influence of marijuana on Company property and during work hours. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

## PAID SICK LEAVE

Qualified Employees are entitled to pay sick leave annually. Paid sick leave shall accrue beginning on your date of employment, and shall accrue at a rate of one hour of paid sick leave for every 40 hours worked, in one-hour increments, for a maximum of 40 hours per calendar year. Each qualified Employee may carry over up to 40 unused hours of paid sick leave from the current calendar year to the following calendar year, but

may not use more than the maximum number of 40 accrued hours in any year. You may use accrued paid sick leave as follows:

- For your illness, injury or health condition; the medical diagnosis, care of treatment of your illness, injury or health condition; or preventative medical care for yourself.
- For your child's or spouse's illness, injury or health condition; the medical diagnosis, care or treatment of your child's or spouse's mental or physical illness, injury or health condition; or preventative medical care for your child or spouse.
- Where you are a victim of family violence or sexual assault, for medical care or psychological counseling or other counseling or psychological injury or disability; to obtain services from a victim services organization; to relocate due to such family violence or sexual assault; or to participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.

If the need to use paid sick leave is foreseeable, you must give seven (7) days notice prior to the date such leave is to begin. If the need is not foreseeable, notice must be given as soon as practicable. For paid sick leave of three (3) or more days, documentation that such leave is being taken for the purpose permitted may be required.

## CONNECTICUT'S FAMILY & MEDICAL LEAVE ACT

Under Connecticut's Family & Medical Leave Act, you may be eligible for up to 16 weeks of unpaid leave in any twenty-four month period in the event of the birth or adoption of a child, your serious illness, the serious illness of your child, spouse or parent, or in order to serve as an organ or bone marrow donor. To be eligible, you must

# CONNECTICUT SPECIFIC POLICIES

have been employed for 12 months or more and have worked 1,000 or more hours in the 12-month period preceding your first leave day.

## **MEAL BREAKS**

If you work for seven and one-half (7 ½) or more consecutive hours, you will receive a 30 minute unpaid meal break which must be taken some time after the first two hours of work, and before the last two hours of work.

# DELEWARE SPECIFIC POLICIES

## BREAK PERIODS

All Employees scheduled to work seven and one-half (7.5) or more consecutive hours per day must receive an unpaid break of at least thirty (30) consecutive minutes. The break must be given after the first two (2) hours and before the last two (2) hours of work.

## MARIJUANA

The Company does not discriminate against applicants or employees in terms of hiring, termination, or terms or conditions of employment or otherwise penalize a person based upon either:

- The person's status as a card holder or caregiver; or
- A registered qualifying patient's positive drug test for marijuana components or metabolites, unless the person used, possessed, or was impaired by marijuana on the premises of the place of employment or during the hours of employment.

# DISTRICT OF COLUMBIA SPECIFIC POLICIES

## PARENTAL LEAVE

Employees who are parents are provided 24 hours of unpaid leave per year to participate in school-related events of the employee's child(ren). A parent is defined as:

The natural mother or father of a child;

- A person who has legal custody of a child;
- A person who acts as a guardian of a child regardless of whether he or she has been legally appointed as such;
- An aunt, uncle or grandparent of a child; or
- A person who is married to, or in a domestic partnership with, a person listed above.

A school-related event can be sponsored by a school or an associated organization such as a parent-teacher association. However, the parent's child must either be a participant in or subject of the event, not just a spectator. A school-related event includes:

- A student performance such as a concert, play or rehearsal;
- A sporting game of a school team or practice;
- A meeting with a teacher or counselor; or
- Any similar type of activity.

The Company may deny leave if granting it would disrupt the Company's business and make the achievement of production or service delivery unusually difficult.

## EMANCIPATION DAY LEAVE

An employee is entitled to one day of unpaid leave each year on April 16, unless doing so

would disrupt the Company's business operations. The employee must provide at least 10 calendar days' notice of the desire to take Emancipation Day Leave.

## ACCRUED SICK AND SAFE LEAVE

Eligible employees are provided paid sick and safe leave under the Accrued Sick and Safe Leave Act (ASSLA). The Company provides one hour of paid leave for every 87 hours worked, not to exceed three days per calendar year. Accrued leave does not carry over annually and the Company shall not pay accrued but unused leave upon termination of employment. Employees may use accrued leave for absences resulting from the following reasons:

- A physical or mental illness, injury or medical condition of the employee;
- To obtain professional medical diagnosis or care, or preventive medical care, for the employee;
- To care for a child (includes stepchildren and foster children), a grandchild, a parent (includes parents-in-law and stepparents), a spouse (includes same-sex spouses), spouses of children, a domestic partner, a sibling (includes brothers-and sisters-in-law) or any other family member who has any of the conditions or need for diagnosis or care described above; or
- If the employee or the employee's family member is a victim of stalking, domestic violence or sexual abuse; provided that the absence is directly related to social or legal services pertaining to the stalking, domestic violence or sexual abuse for the purpose of (1) Seeking medical attention for the employee or the employee's family member to treat or recover from physical or psychological injury or disability caused by the

# DISTRICT OF COLUMBIA SPECIFIC POLICIES

stalking, domestic violence or sexual abuse; **(2)** Getting services for the employee or the employee's family member from a victim services organization; **(3)** Receiving psychological or counseling services for the employee or the employee's family member; **(4)** Relocation services for the employee or the employee's family member; **(5)** Taking or participating in a legal action resulting from the stalking, domestic violence or sexual abuse incident; or **(6)** Taking other actions that could be reasonably determined to enhance the physical, psychological or economic health or safety of the employee or the employee's family member or the safety of those who work or associate with the employee.



# FLORIDA SPECIFIC POLICIES

## NO WEAPONS IN THE WORKPLACE

Employees are not permitted to carry (either openly or in a concealed manner) any firearms while on Bear Staffing's premises, while at client work locations on Bear Staffing business, while in Bear Staffing vehicles, or while acting as an Bear Staffing representative at any work-related activities, meetings, or functions. This prohibition against the possession or carrying of firearms applies even if the Employee is licensed to carry a concealed handgun by the state of Florida. Employees are permitted to transport and store in a safe manner a legal firearm locked in or locked to a personal vehicle while the vehicle is in the parking area in compliance with Florida law. This policy is intended to comply with all applicable state laws concerning Employee rights to possess and carry firearms and shall be interpreted and enforced accordingly.

## FAMILY AND MEDICAL LEAVE

While Florida state statutes provide the same Family and Medical Leave as the federal Family and Medical Leave Act, which is discussed in the Employee Handbook, some local ordinances may provide for greater or more generous leave entitlement. For example, The Miami-Dade County Code, applicable to workplaces in Miami-Dade County, extends the rights of qualified Employees to take Family and Medical Leave to care for grandparents, as defined in the ordinance, with a serious health condition on the same terms and conditions as leave is permitted under the federal Family and Medical Leave Act to care for a parent with a serious health condition. The ordinance defines "grandparent" as any grandparent of an Employee for whom the Employee has assumed primary financial responsibility.

# GEORGIA SPECIFIC POLICIES

## **NO WEAPONS IN THE WORKPLACE**

Employees are not permitted to carry (either openly or in a concealed manner) any firearms while on the Company's premises, while at client work locations on Company business, while in Company vehicles, or while acting as a Company representative at any work-related activities, meetings, or functions. This prohibition against the possession or carrying of firearms applies even if the employee is licensed to carry a concealed handgun or to openly carry a handgun by the state of Georgia. Employees are permitted to transport and store in a safe and discreet manner a legal firearm and ammunition in a locked personal vehicle while the vehicle is in the employee parking area in compliance with Georgia law. This policy is intended to comply with all applicable state laws concerning employee rights to possess and carry firearms and shall be interpreted and enforced accordingly.

## **SICK PAY FOR CARE OF IMMEDIATE FAMILY MEMBERS**

Employees who are eligible for sick pay benefits and work more than 30 hours per week may use up to 5 days of their available sick pay for care of immediate family members. For the purposes of this provision, an immediate family member is a child, spouse, grandchild, grandparent, parent, or any dependent as shown on the Employee's most recent tax return.

# IOWA SPECIFIC POLICIES

## LEGISLATIVE LEAVE

Employees who are elected officials are entitled to an unpaid leave of absence to perform duties. At the expiration of duty, the employee will be reinstated to the original position or similar position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits unless the employer's circumstances have so changed as to make reinstatement impossible.

## PREGNANCY DISABILITY LEAVE

All female employees working in Iowa are eligible to take unpaid leave for the period of disability because of pregnancy, childbirth or related medical condition or eight (8) weeks, whichever is less. This leave runs concurrently with leave an employee takes under the Company's Family and Medical Leave Act (FMLA) Policy whenever possible. However, if an employee has exhausted her entitlement to Family and Medical Leave time at the time she becomes disabled due to pregnancy or related medical conditions, she will still be eligible for the amount of unpaid leave described above. Employees wishing to take leave under this policy are required to submit medical certification stating they are unable to reasonably perform the job due to disability because of pregnancy, childbirth or related medical condition.

## VOTING LEAVE

The Company encourages employees to exercise their voting privileges in local, state, and national elections. However, since the polls are open for long periods, employees are encouraged to vote before or after regular working hours. If an employee's work schedule interferes with open polling hours, he/she may be eligible to take up to three (3) hours of paid time off from work to vote.

# ILLINOIS SPECIFIC POLICIES

## ACCOMMODATIONS FOR DISABILITIES DUE TO PREGNANCY

The Company will not discriminate against an employee because of pregnancy and will engage in a timely, good faith, and meaningful exchange with employees affected by pregnancy, childbirth or related conditions and will endeavor to provide a reasonable accommodation unless doing so will impose an undue hardship on the ordinary operation of Company business. Such accommodations include modifications or adjustments to the work environment or circumstances under which the employee's position is customarily performed. The Company will consider the following accommodations for a pregnant employee including but not limited to:

- More frequent or longer bathroom, water intake, or rest breaks; private non-bathroom space for expressing milk and breastfeeding; seating accommodations or acquisition or modification of equipment; assistance with manual labor, light duty, or a temporary transfer to a less strenuous or non-hazardous position; job restructuring or a part-time or modified work schedule.
- Appropriate adjustment or modifications of examinations or training materials
- Assignment to a vacant position providing leave.

An employee will not be required to accept an accommodation that she did not request or to which she did not agree, nor will an employee be forced to take leave if another reasonable accommodation is available. The employee may be required to provide certification from the employee's health care provider concerning her need for a reasonable accommodation to the same extent such a certification is required for other conditions related to a disability. A certification should include:

- medical justification for the requested accommodation(s);
- a description of the reasonable accommodation(s) medically advisable;
- the date the accommodation(s) became advisable; and
- the probable duration of the reasonable accommodation(s).

The Company will not deny employment opportunities or take adverse employment action against employees if such decision is based on the employer's need to make a reasonable accommodation, and the Company will not retaliate against an employee who requests an accommodation or otherwise exercises her rights under the Illinois Human Rights Act.

## MARIJUANA POLICY

The Company does not discriminate against applicants or employees in terms of hiring, termination, or terms or conditions of employment or other penalize or threaten a person based upon the person's status as a qualifying patient for medical marijuana use. Employers are not required to allow the ingestion of marijuana in their workplaces or allow an employee to work while under the influence of marijuana. The Company prohibits the use, possession, and being under the influence of marijuana on Company property and during work hours. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

## FIREARMS CONCEALED CARRY ACT

Pursuant to the terms of the Illinois Firearm Concealed Carry Act, firearms, weapons, and tools of violence are expressly forbidden on Bear Staffing

# ILLINOIS SPECIFIC POLICIES

or its clients' properties. This includes both visible and concealed items, and possession thereof by team members, guests, and visitors. Bear Staffing will post a sign in accordance with that Act on its premises, but hereby provides notice to its Employees that firearms are prohibited on the property. Employees are allowed, however, to carry registered concealed carry firearms within a vehicle in the parking lot or in the immediate area surrounding the Employee's vehicle in the parking lot.

## FAMILY MILITARY LEAVE

Qualified Employees under the Illinois Family Military Leave Act may request and receive up to 30 days of unpaid family military leave during the time federal or state deployment orders are in effect, subject to the conditions set forth in the Act. Family military leave granted under this Act may consist of unpaid leave.

The number of days of leave provided to an Employee under this policy because the Employee's spouse or child is called to military service shall be reduced by the number of days of leave provided to the Employee under subdivision (a)(1)(E) of Section 102 of the Family and Medical Leave Act of 1993. The Employee shall give at least 14 days notice of the intended date upon which the family military leave will commence if leave will consist of 5 or more consecutive work days. Where able, the Employee shall consult with the employer to schedule the leave so as to not unduly disrupt the operations of the employer.

Employees taking military family leave for less than 5 consecutive days shall give the Company advanced notice as is practicable. Bear Staffing reserves the right to require certification from the proper military authority to verify the Employee's eligibility for the family military leave requested.

## VOTING LEAVE

The Company encourages employees to exercise their voting privileges in local, state, and national elections. However, since the polls are open for long periods, employees are encouraged to vote before or after regular working hours. If an employee's work schedule interferes with open polling hours, he/she may be eligible to take up to two (2) hours of paid time off from work to vote.

# INDIANA SPECIFIC POLICIES

## FIREARMS PROHIBITED IN THE WORKPLACE

Firearms are expressly forbidden on Bear Staffing properties. Employees are permitted to keep firearms in the Employee's vehicle at work so long as it is locked in the trunk, kept in the glove compartment of the Employee's locked vehicle, or stored out of plain sight in the Employee's locked vehicle.

## FAMILY MILITARY LEAVE

The Military Family Leave Act allows Employees to take up to 10 days of unpaid leave during one or more of the following periods: (1) within the 30-day period before a family member begins active duty; (2) during the leave period of a family member on active duty; or (3) during the 30-day period following a family member's return from active duty. Employees seeking Family Military Leave must be employed by Bear Staffing for a 12-month period immediately preceding the day the leave begins.

The Employee must give Bear Staffing written notice of the request for leave at least 30 days prior to the requested leave unless the service person's active duty orders are issued less than 30 days prior to the requested leave. The Employee may choose to use accrued vacation or personal leave or earned compensatory time off to remain in pay status during a leave under this policy. Requests to use accrued paid leave or earned compensatory time during this leave must be included in the Employee's request for leave. Upon returning, an Employee may be placed in a different position if the move was unrelated to the Employee's use of military family leave.

# KENTUCKY SPECIFIC POLICIES

## VOTING LEAVE

The Company will provide you with at least four (4) hours of time off to vote. To be eligible for voting leave, the Company may specify the hours in which you may take off. You will not be penalized for taking reasonable time off to vote. An employee who fails to vote under circumstances where he/she was not prevented from voting, may be subject to disciplinary action.

start of a shift. This rule does not negate any provision of a collective bargaining agreement or mutual agreement between the employee and employer.

## PROHIBITION ON CARRYING CONCEALED DEADLY WEAPONS

Pursuant to Kentucky law, Bear Staffing prohibits persons holding concealed deadly weapon licenses from carrying concealed deadly weapons on Bear Staffing properties. If the property is open to the public, Bear Staffing will post signs on the premises stating that carrying concealed weapons is prohibited. Employees are permitted to keep concealed weapons or ammunition in an Employee-owned vehicle on the premises so long as the weapons, or ammunition, or both are not removed from the vehicle or brandished while the vehicle is on the premises.

## REST BREAK

Employees are entitled to a paid rest period lasting at least 10 minutes for every 4 hours worked. This is in addition to regularly scheduled lunch breaks.

## MEAL BREAK

Employees are entitled to a meal period of reasonable length as close to the middle of their shift as possible. The meal break must occur no less than 3 hours or more than 5 hours after the

# LOUISIANA SPECIFIC POLICIES

## NO WEAPONS IN THE WORKPLACE

Employees are not permitted to carry (either openly or in a concealed manner) any firearms while on the Company's premises, while at client work locations on Company business, while in Company vehicles, or while acting as a Company representative at any work-related activities, meetings, or functions. This prohibition against the possession or carrying of firearms applies even if the employee is licensed to carry a concealed handgun or to openly carry a handgun by the state of Louisiana. Employees are permitted to transport and store in a safe and discreet manner a legal firearm and ammunition that is hidden from plain view in a locked, privately-owned motor vehicle while the vehicle is in the employee parking area in compliance with Louisiana law. This policy is intended to comply with all applicable state laws concerning employee rights to possess and carry firearms and shall be interpreted and enforced accordingly.

## SCHOOL CONFERENCE AND ACTIVITIES LEAVE

Employees who are a parent, guardian or custodian of a child who is enrolled in any accredited public or private educational institution or a licensed day care center facility shall be eligible for an unpaid leave for up to sixteen hours per twelve-month period to attend school conferences or activities that cannot reasonably be scheduled during nonworking hours. Employees must provide reasonable notice of their need for leave and must make a reasonable effort to schedule leave so as not to unduly disrupt the operations of the Company. This leave is not paid. However, an Employee may substitute appropriate available paid leave for leave taken under this provision.



# MARYLAND SPECIFIC POLICIES

## PARENTAL LEAVE

The Company will provide up to six (6) weeks unpaid leave of absence for the birth of the employee's child or the placement of a child for adoption/foster care. Employees must have worked for at least 12 months and have worked 1,250 hours prior to the start of the leave to be eligible. As with Family and Medical Leave Act ("FMLA") leave, any accrued paid time must be taken concurrently with the leave of absence. Any leave provided under this policy shall run concurrently with FMLA leave.

## PREGNANCY RELATED ACCOMMODATIONS

The Company shall provide reasonable accommodations for qualified employees with a pregnancy-related disability. The Company will explore with you means of providing a reasonable accommodation such as changing job duties, work hours, relocation, providing mechanical or electrical aids, and transfers to less strenuous or less hazardous positions. Md. State Gov't Art. §20-609. The Company may require certification from your health care provider regarding the medical advisability of a reasonable accommodation to the same extent certification is required for other temporary disabilities.

## MARYLAND FLEXIBLE LEAVE ACT ("MFLA")

An Employee will be allowed to use earned paid leave to care for immediate family members, including a child, spouse, or parent, with an illness. The MFLA does not extend or limit the maximum leave period allowed under the federal Family and Medical Leave Act.

## MARYLAND'S HEALTHY WORKING FAMILIES ACT

An Employee will accrue paid sick and safe leave at a rate of one (1) hour of paid sick and safe leave for every 30 hours they work, except that no leave will be accrued in any pay period where the Employee works fewer than twenty-four (24) total hours.

After an Employee has worked for Bear Staffing for at least one hundred six (106) calendar days, Employees will begin to accrue sick and safe leave as set forth above. An Employee is entitled to accrue forty (40) hours of sick and safe leave a year regardless of the number of hours worked. An Employee will be entitled to carry over up to forty (40) hours of earned but unused sick and safe leave from one year to the next unless it would provide the employee with more than sixty-four (64) hours of total accrued leave. Sick and safe leave may be used for the following purposes:

- to care for or treat the Employee's mental or physical illness, injury, or condition
- to obtain preventive medical care for the Employee or Employee's family member
- to care for a family member with a mental or physical illness, injury, or condition
- for maternity or paternity leave
- if absence from work is due to domestic violence, sexual assault, or stalking committed against the employee or the Employee's family member and the leave is being used by the Employee
- to obtain for the employee or the Employee's family member

# MARYLAND SPECIFIC POLICIES

- medical or mental health attention that is related to the domestic violence, sexual assault, or stalking
- services from a victim services organization related to the domestic violence, sexual assault, or stalking
- legal services or proceedings related to or resulting from the domestic violence, sexual assault, or stalking
- during the time that the Employee has temporarily relocated due to the domestic violence, sexual assault, or stalking.

Each time Employees are paid, Employees will be provided a statement indicating the amount of earned sick and safe leave available for employees to use. Accrued but unused sick and safe leave will not be paid out when an Employee leave employment.

Employees will not be disciplined or otherwise penalized for:

- requesting to use or using sick and safe leave, or
- filing or participating in a complaint against the employer for failing to comply with the requirements of Maryland's Healthy Working Families Act

## THE MARYLAND FAIR EMPLOYMENT PRACTICES ACT ("FEPA")

The FEPA prohibits discrimination in employment decisions based on race, color, religion, sex, sexual orientation, gender identity, age, national origin/ancestry, marital status, disability unrelated to job performance, pregnancy, childbirth

and related medical conditions, and genetic testing. Harassment is also considered to be a form of discrimination under the FEPA. Unlawful discrimination also includes discrimination in terms of compensation and compensation practices.

For Employees working within Prince George's County (i.e. Upper Marlboro), in addition to the protected classes identified above, it is also illegal for an employer to discriminate on the basis of creed, occupation, political opinion, and personal appearance.

## DRUG AND ALCOHOL TESTING

Bear Staffing may require applicants to take drug tests. If the initial result of an applicant's drug test is positive for drugs, and the applicant voluntarily discloses that he is taking a legally prescribed medication, Bear Staffing may make a job offer conditional on a laboratory's confirmation of the test results.

Additionally, Bear Staffing may require Employees to take drug tests for legitimate business purposes only. The sample will be tested by a certified laboratory. At the time of the testing the Employee may request the laboratory's name and address. An Employee that tests positive will be given: (1) a copy of their test results; (2) a copy of the Bear Staffing's written drug and alcohol policy; (3) a written notice of any adverse action employer intends to take, and (4) a statement of Employee's right to an independent confirmation test at their own expense.

# MASSACHUSETTS SPECIFIC POLICIES

## JURY DUTY

Employees summoned for jury duty, who are regularly employed, receive their regular wages for the first three days. "Regularly employed" includes all full-time employees, as well as all part-time, temporary and casual employees whose hours may be reasonably determined. Thereafter, regularly employed employees summoned for jury duty are granted an unpaid leave to serve. All other employees summoned for jury duty will be granted an unpaid leave in order to serve.

## MARIJUANA

The Company does not discriminate against applicants or employees in terms of hiring, termination, or terms or conditions of employment or otherwise penalize a person based upon either:

- The person's status as a card holder or caregiver; or
- A registered qualifying patient's positive drug test for marijuana components or metabolites, unless the person used, possessed, or was impaired by marijuana on the premises of the place of employment or during the hours of employment.

Employers are not required to allow the ingestion of marijuana in their workplaces or allow an employee to work while under the influence of marijuana.

Consistent with state law, the Company prohibits the use, possession, and being under the influence of marijuana on Company property and during work hours. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

## EARNED PAID SICK TIME

### Accrual of Sick Time

All employees of the Company whose primary place of employment is Massachusetts shall be eligible to accrue and use paid sick time. Sick time accrues at the rate of one hour for every thirty hours worked per calendar year, up to a maximum of 40 hours. For accrual purposes, exempt employees will be assumed to work 40 hours per week, unless they are normally scheduled to work fewer than 40 hours, in which case earned sick time accrues based on their regular schedule. Up to 40 hours of unused sick time may be carried over into the following year.

### Use of Sick Time

Employees may not use more than 40 hours of accrued sick time per calendar year. Accrual of sick time begins on the employee's date of hire, but employees may not use such earned sick time until 90 days after their start date. Sick time is provided to allow employees to:

- care for employee's own physical or mental illness, injury, or other medical condition that requires home, preventative or professional care
- care for a child, parent, spouse, or parent of a spouse who is suffering from a physical or mental illness, injury, or other medical condition that requires home, preventative or professional care;
- attend routine medical and dental appointments for themselves or for their child, parent, spouse, or parent of a spouse;
- address the psychological, physical, or legal effects of domestic violence; and
- travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

# MASSACHUSETTS SPECIFIC POLICIES

Use of sick time for other purposes is not allowed and may result in an employee being disciplined. Employees may not use sick time if the employee is not scheduled to be at work during the period of use. An employee may not accept a specific shift assignment with the intention of calling out sick for all or part of that shift.

Earned sick time may be used for full or partial day absences. The smallest amount of sick time that an employee can take is one hour. Sick time cannot be used as an excuse to be late for work without notice of an authorized purpose. If an employee's absence from work requires the Company to call in a replacement worker to cover the absent employee's job functions, the Company may require the absent employee to use an equal number of hours of sick time as were worked by the replacement. In certain circumstances, the employee and supervisor may mutually agree that an employee will work and be paid for an equivalent number of additional hours or shifts during the same or the next pay period as the hours or shifts taken as sick time. In those cases, the employee will not be required to use accrued sick time, and the Company will not pay for the time that the employee was absent. The Company may, at its discretion, permit employees to use earned sick time before the employee accrues it, and count the use against future accrual. In such cases, the Company's agreement to permit such use will be confirmed in writing.

## Absence Notification Procedures

If an employee determines that the employee needs to be absent, to be late or to leave work early, the employee must give advance notice to his or her supervisor. Notice should be provided in person, by telephone or e-mail. If the absence is foreseeable (for example, if the employee will be absent to attend a previously scheduled appointment), the employee must provide seven days advance notice, or more if possible. If the absence is not foreseeable, the employee must

provide notice to his or her supervisor at least 2 hours before the start of the employee's shift. If 2 hours' notice is not feasible due to accidents or sudden illness, notice must be provided as soon as practicable. If an employee is going to be absent on multiple days, the employee or the employee's surrogate (e.g., spouse, adult family member or other responsible party) must provide notice of the expected duration of the leave or, if unknown, provide notice on a daily basis, unless the circumstances make such notice unreasonable.

## Verification of Use of Sick Time

The Company will generally require an employee to submit a doctor's note or other documentation to support the use of sick time if the absence:

- exceeds 24 consecutively scheduled work hours or three consecutive days on which the employee is scheduled to work;
- occurs within two weeks prior to an employee's final scheduled day of work (except in the case of temporary employees); or
- occurs after four unforeseeable and undocumented absences within a three-month period.

In other circumstances, the Company may, at its discretion, require the employee to personally verify in writing that they have used sick time for an allowable purpose. Required documentation must be submitted within seven days of the absence. Additional time may be granted for good cause shown.

If an employee fails to timely comply with the Company's documentation requirements, the Company may recoup the sick time paid from future wages.

In cases where the Company has a reasonable belief that the employee's return to work could

# MASSACHUSETTS SPECIFIC POLICIES

present a significant risk of harm to the employee or others, the employee may be required to provide a fitness for duty certificate prior to returning to work.

## Company Expectations Regarding Attendance

Employees should remember that regular, reliable attendance and timeliness is expected. If an employee is repeatedly absent, late or leaves work early for reasons not covered by earned sick time, is absent or tardy for more than 40 hours in a year, commits fraud or abuse by engaging in an activity that is not consistent with allowable purposes for sick time or exhibits a clear pattern of taking sick time on days just before or after a weekend, vacation or holiday, the employee may be subject to disciplinary action. If an employee is absent from work the day before or after a scheduled holiday, the employee will not receive holiday pay.

## Payout of Sick Time

Sick time is not payable on termination of employment.

## Interaction with Other Types of Leave

If any time off covered under this policy is also covered under the Company's FMLA, Parental Leave, Domestic Violence Leave, or other leave of absence policies, sick time shall run concurrently with such leave. Employees may choose to use, and the Company may also require employees, to use earned sick time to receive pay for absences under other leave policies if those absences would otherwise be unpaid.

## PARENTAL LEAVE

Employees may be eligible for eight (8) weeks of unpaid parental leave under the Massachusetts Parental Leave Statute. To be eligible, you must

have completed the Company's initial probationary period. You must provide at least two weeks' written notice of your date of departure and intention to return to work following the leave, or provide notice as soon as is practicable if the delay in notice is for reasons beyond your control. Leave may be taken for the purpose of giving birth, for adopting a child under the age of eighteen (twenty-three if the child is mentally or physically disabled), for placement of a child under the age of eighteen (twenty-three if the child is mentally or physically disabled), or for the placement of a child pursuant to a court order. If two employees of the Company require leave to care for the same child, they are entitled to eight (8) weeks total parental leave between them. Upon returning to work, you will be restored to your position, or a similar one with the same status, pay, length of service credit and seniority as of the date of the leave, unless economic or business conditions during the leave period would have resulted in a lay-off had leave not been taken. Employees on Parental leave may request unpaid leave in excess of the eight (8) weeks. However, you should be aware that you may not be entitled to the same reinstatement or benefits rights upon your return to work from more than eight (8) weeks leave. Parental Leave shall run concurrently with the FMLA leave. Small Necessities Leave

Employees who are eligible for leave under the Company's Family and Medical Leave Policy are also eligible for leave under the Massachusetts "Small Necessities Leave Act" (SNLA). During any twelve (12) month period, eligible employees may take up to twenty-four (24) hours of leave for the following reasons:

- to participate in school activities directly related to the educational advancement of your child, such as parent-teacher conferences or interviewing for a new school ("school" includes licensed day-care centers);

# MASSACHUSETTS SPECIFIC POLICIES

- to accompany your child to routine medical or dental appointments, such as check-ups or vaccinations; or
- to accompany an elderly relative to routine medical or dental appointments or other appointments for professional services related to the elder's care, such as interviewing at nursing or group homes.

Where SNLA leave is foreseeable, you must provide at least seven (7) days advance written notice to the Company. Where leave is not foreseeable, you must notify the Company as soon as practicable. The available 24 hours of SNLA leave does not need to be taken all at once. Rather, leave may be taken intermittently, in minimum increments of one hour. You are required to substitute accrued vacation time and/or sick leave towards SNLA leave. Once paid leave is used up, SNLA leave is unpaid.

# MINNESOTA SPECIFIC POLICIES

## EMPLOYEE RIGHTS TO ACCESS PERSONNEL FILES – NOTICE UNDER MINNESOTA LAW

Review of Personnel Records. You have a legal right to review the personnel records that we maintain for you. During your employment, you may review your personnel records if more than six months have passed since the last time you reviewed those records. After your separation, you may review your personnel records once each year for as long as we maintain those records.

To review your personnel records, you must make a written request. The Company will comply with your request within seven working days if your records are located within Minnesota and within 14 working days if they are not. With respect to current employees, the Company will make personnel records available for review during our normal hours of operation at your place of employment or another nearby location. We may require that you review the records in our presence. After your review and upon your written request, we will provide you with a copy of the records. With respect to former employees, the Company will provide a free copy of personnel records upon the former employee's written request.

The Company reserves the right to deny a request to review a personnel record if the request is not made in good faith. If you dispute any specific information contained in your personnel record, you may ask us to remove or revise the disputed information. If we do not agree, you may submit a written statement, not to exceed five written pages, specifically identifying the disputed information and explaining your position. We will retain your statement along with the disputed information, and we will provide a copy of your statement to any person to whom we provide a copy of the disputed information.

If, in providing records for your review, we omit any information that should be in those records, we may not use the omitted information in any subsequent legal proceeding, unless the omission was unintentional and we provide you with a reasonable opportunity to review the omitted information prior to its use.

The Company will not retaliate against you for asserting your rights or remedies set forth in this addendum.

# MISSISSIPPI SPECIFIC POLICIES

## **NO WEAPONS IN THE WORKPLACE**

Employees are not permitted to carry any firearms while on the Company's premises. To the extent a Mississippi Bear Staffing location maintains a fence, gate, security station or otherwise restricts or limits general public access onto the property, employees are prohibited from carrying firearms in vehicles. Otherwise, employees may transport or store a firearm in a locked vehicle in the Company's parking lot, parking garage, or other designated parking area. This policy is intended to comply with all applicable state laws concerning employee rights to possess and carry firearms and shall be interpreted and enforced accordingly.



# MISSOURI SPECIFIC POLICIES

## VOTING LEAVE

The Company encourages employees to exercise their voting privileges in local, state, and national elections. However, since the polls are open for long periods, employees are encouraged to vote before or after regular working hours. If an employee's work schedule interferes with open polling hours, he/she may be eligible to take up to three (3) hours of paid time off from work to vote.

## PROHIBITION ON MEDICAL MARIJUANA IN WORKPLACE

Under Amendment 2, Bear Staffing is permitted to prohibit the medical use of marijuana on its property. Amendment 2 explicitly provides that it does not permit an employee to bring a claim against an employer for wrongful discharge, discrimination, or any similar cause of action based on the employer prohibiting the employee from being under the influence of marijuana while at work, or from disciplining the employee, up to and including termination of employment, for working or attempting to work under the influence of marijuana.

# NEBRASKA SPECIFIC POLICIES

## ADOPTION LEAVE

If Bear Staffing permits an Employee to take a leave of absence upon the birth of the Employee's child, then an adoptive parent, following commencement of the parent-child relationship, is entitled to the same leave. This policy does not cover adoptions for children over the age of 8; adoption of special needs children over the age of 18; stepchild adoptions by stepparents; or foster child adoptions by foster parents.

## JURY DUTY

Employees will be permitted to take time off work when called for jury service and will not be required to use paid leave benefits for that time. Employees shall be excused upon request from any shift work on the days they are required to serve as jurors. Employees should provide Bear Staffing with reasonable notice of the receipt of a jury summons. Employees will receive their regular wages, minus any compensation paid by the court for jury duty.

## VOTING

Any Employee who does not have two consecutive hours outside of working hours to vote in any local, state, or federal election is entitled to take up to two hours to vote. If the Employee applies for this leave of absence prior to or on election day, the Employee's wages or salaries shall not be reduced. Bear Staffing may specify the hours during which the Employee may be absent.

## BREAKS

Nebraska law provides that any employees in assembly plants, mechanical establishments, and workshops must be provided a 30-minute lunch break during a shift of at least 8 hours.

## NEBRASKA FAMILY MILITARY LEAVE ACT

Any Employee employed by Bear Staffing for at least 12 months and who has been employed by Bear Staffing for at least one thousand two hundred fifty hours of service in the 12 months preceding the commencement of leave may request leave if the Employee's spouse or child has been called to military service lasting 179 days or longer with the State or United States pursuant to orders of the Governor or President. Bear Staffing shall provide up to 30 days of unpaid leave during the time deployment orders are in effect. At least 14-days' notice must be provided if leave will consist of 5 or more consecutive days. The Employee should consult with Bear Staffing as to not unduly disrupt its operations. If leave is less than 5 days, the Employee shall give Bear Staffing as much notice as it practicable. Bear Staffing may require appropriate certification for the leave from the proper military authority.

An Employee taking leave under this Act is entitled to be restored to his previous position or one of equivalent status. This provision does not apply if the Employee is not restored due to reasons other than taking leave under this Act.

# NEVADA SPECIFIC POLICIES

## OVERTIME PAY

Employees whose compensation is less than one and one-half (1½) times the Nevada state minimum wage per hour and who work more than eight (8) hours in one workday or more than forty (40) hours in one workweek will receive overtime pay computed as follows:

- (1) Overtime at the rate of 1½ times the Employee's regular rate of pay for all hours worked in excess of forty (40) in any one workweek.
- (2) Overtime at the rate of 1½ times the Employee's regular rate of pay for the hours worked in excess of eight (8) hours in any one workday.

In certain circumstances, Bear Staffing may approve an Employee's request to work four (4) ten (10) hour shifts. In that instance, no overtime will be paid unless the Employee works more than forty (40) hours in any one workweek.

Employees whose compensation is more than one and one-half (1½) times the Nevada state minimum wage per hour and who work more than forty (40) hours in one workweek will receive overtime pay at the rate of one and one-half (1½) times the Employee's regular rate of pay for all hours worked in excess of forty (40) in any one workweek. Only those hours that are actually worked are counted to determine an Employee's overtime pay.

## MEAL PERIODS AND REST BREAKS

The Company provides Employees who work more than eight continuous hours in a day with an unpaid, uninterrupted meal period of at least 30 minutes. Employees may voluntarily forego the meal period.

Meal periods for non-exempt Employees are unpaid. Consequently, non-exempt Employees must clock out/in at the beginning and end of their meal period. Employees must notify their Manager if they were not provided a meal period as required by this policy. Otherwise, Bear Staffing will assume that any non-exempt Employee who fails to record a meal period, records a less-than-30-minute meal period, or takes and records a late meal period, did so voluntarily.

Employees are authorized and permitted to take a 10-minute paid rest break for every three and one-half (3½) hours worked, or major fraction thereof. Bear Staffing authorizes and permits rest breaks according to the following schedule:

# NEVADA SPECIFIC POLICIES

DURATION OF SHIFT IN HOURS	# OF 10-MINUTE REST BREAKS	COMMENTS
0 to < 3.5	0	An Employee who works less than 3.5 hours in a work-day is not entitled to a rest break.
3.5 to < 7.0	1	An Employee who works between 3.5 and 7 hours in a workday is entitled to one 10-minute rest break.
> 7.0 to < 11.0	2	An Employee who works more than 7 hours in a work-day but who does not work more than 11 hours in a workday is entitled to two 10-minute rest breaks.
> 11.0 to < 15.0	3	An Employee who works more than 11 hours in a workday but who does not work more than 15 hours in a workday is entitled to three 10-minute rest breaks.
> 15.0 to < 19.0	4	An Employee who works more than 15 hours in a work-day but who does not work more than 19 hours in a workday is entitled to four 10-minute rest breaks.

Whenever practicable, non-exempt Employees should take their rest breaks near the middle of each four-hour work period. Employees may voluntarily agree to forego any rest period. No Company manager or supervisor may impede or discourage Employees from taking meal or rest breaks provided under this policy. Any Employee who feels he/she was not provided a meal or rest breaks that comply with this policy should inform their Manager and (if not corrected) the Human Resources Department immediately.

## NEVADA PREGNANT WORKERS' FAIRNESS ACT POLICY AND NOTICE

Under Nevada Revised Statute § 613.335 and sections 2 to 8, inclusive, of the Nevada Pregnant Workers' Fairness Act (effective October 1, 2017) (the "Act"), Employees have the right to be free from discriminatory or unlawful employment practices based on pregnancy, childbirth, or a related medical condition.

# NEVADA SPECIFIC POLICIES

Under the Act, it is unlawful for Bear Staffing to, and Bear Staffing may not:

- Deny a reasonable accommodation to female employees and applicants, upon request, for a condition related to pregnancy, childbirth, or a related medical condition, unless an accommodation would impose an undue hardship on the business of Bear Staffing.
- Take adverse employment actions against a female employee or applicant based on a need for a reasonable accommodation.
- Deny an employment opportunity to a qualified female employee or applicant based on a need for a reasonable accommodation.
- Require a female Employee or applicant to accept an accommodation that the employee or applicant did not request or chooses not to accept or to take leave from employment if an accommodation is unavailable (except for construction employees whose primary duties involve performing manual labor).

Under the Act, Bear Staffing may:

- Require a female Employee to submit written medical certification from the employee's physician substantiating the need for an accommodation because of pregnancy, childbirth, or related medical conditions, and the specific accommodation recommended by the physician.

Under the Act, Bear Staffing and the Employee must:

- Engage in a timely, good faith interactive process to determine an effective, reasonable accommodation, subject to the terms of the policy and law stated above.

Examples of potential reasonable accommodations include, but are not limited to:

- Modifying equipment or providing different seating
- Revising break schedules (e.g., frequency and duration of breaks)
- Providing space reasonable space for expressing breast milk
- Providing assistance with manual labor that is NOT part of the primary work duties
- Light duty work assignment
- Transfer temporarily to a less strenuous or hazardous position
- Restructuring a position (but NOT creating a new position that would not be created for other employees with medical limitations)
- Modifying a work schedule.

For further information regarding the Act, contact the Nevada Equal Rights Commission.

Equal Rights Commission  
Las Vegas  
1820 East Sahara Avenue  
Suite 314  
Las Vegas, NV 89104  
Phone (702) 486-7161

Equal Rights Commission  
Northern Nevada  
1325 Corporate Blvd.  
Room 115  
Reno, NV 89502  
Phone (775) 823-6690

# NEVADA SPECIFIC POLICIES

## JURY AND WITNESS DUTY

The Company will provide Employees time off to serve, as required by law, on a jury or grand jury if the Employee provides reasonable advance notice. The Company will also provide Employees with time off to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or other court order. Leaves under this policy generally are unpaid. Employees will not be required to work within eight (8) hours of the time an Employee is scheduled to appear for jury duty or between 5:00 p.m. on the day of appearance for jury duty and 3:00 a.m. the following day if the time for jury service and travel lasted for four (4) or more hours.

## PARENTAL SCHOOL ACTIVITY LEAVE

Employees who are the parent, guardian or custodian of a child enrolled in a public or private school will be granted unpaid leave to attend a conference requested by an administrator of the school or is notified during work hours of an emergency regarding his or her child. Employees will also be granted up to four (4) hours of unpaid leave each year to attend parent-teacher conferences, or school-related activities during regular school hours, or volunteer or be otherwise involved at the school during regular school hours. Employees must take Parental Leave in at least one-hour increments and must provide advance notice of at least five (5) days where possible. Bear Staffing prohibits discrimination against an Employee because he or she takes time off under this policy.

# NEW HAMPSHIRE SPECIFIC POLICIES

## MARIJUANA

The Company does not discriminate against applicants or employees in terms of hiring, termination, or terms or conditions of employment or otherwise penalize a person based upon either:

- The person's status as a card holder or caregiver; or
- A registered qualifying patient's positive drug test for marijuana components or metabolites, unless the person used, possessed, or was impaired by marijuana on the premises of the place of employment or during the hours of employment.

Employers are not required to allow the ingestion of marijuana in their workplaces or allow an employee to work while under the influence of marijuana. Consistent with state law, the Company prohibits the use, possession, and being under the influence of marijuana on Company property and during work hours.

Employees who violate with this policy will be subject to disciplinary action, up to and including termination of employment.

# NEW JERSEY SPECIFIC POLICIES

## NEW JERSEY FAMILY LEAVE

Under the New Jersey Family Leave Act (NJFLA), employees who have been employed for at least twelve months and have worked 1000 base hours in the twelve months prior to requesting a family leave are eligible for an unpaid family leave for (1) the birth of a child of the employee; (2) the placement of a child with the employee in connection with the adoption of the child; or (3) the care for a covered family member with a serious health condition. Covered family members include parents, spouses, domestic partners, biological or adopted children, foster children, stepchildren, legal wards, biological, adoptive or foster parents, step- parents, parents-in-law or the employee's legal guardians having a parent-child relationship with the employee

Eligible employees are entitled to twelve weeks of unpaid leave in a twenty-four-month period. Leave taken because of the birth or adoption of a child by the employee may begin at any time within a year after the birth or placement of the child. Intermittent or reduced schedule leave must be taken within a 12-month period, unless a new triggering event arises, and must be taken in at least 1-week increments. Intermittent or reduced schedule leave for the birth or adoption of a child will be allowed only if the Company and the employee both agree to an intermittent or reduced schedule leave for that purpose.

If the leave is foreseeable for the birth or adoption of a child, the employee must provide at least 30 days advance written notice of the need for the leave. If the leave is for a serious health condition, the employee must provide 15 days advance notice, unless it is an emergency. For a serious health condition, the employee must provide certification stating (1) the date on which the serious health condition began; (2) the probable duration; and (3) medical facts within the health care provider's knowledge regarding the condition.

## Interaction Between New Jersey Family Leave Act and Federal Family Medical Leave Act

This leave may or may not run concurrently with leaves granted under the federal FMLA depending upon the circumstances surrounding the leave. The NJFLA does not provide covered employees with leave for their own disabilities, so if an employee utilizes all of his or her allotted time under the FMLA for his or her own disability, the employee may subsequently be entitled to time off under the NJFLA in connection with the birth or adoption of a child or the serious illness of a parent, child, or spouse.

However, when an employee takes a leave for a purpose covered by both the FMLA and the NJFLA, the leave simultaneously counts against an employee's entitlement under both laws. Because the NJFLA does not provide for leave as the result of the employee's own serious health condition, it distinguishes between the portion of a maternity leave that is the result of disability and the portion that is for bonding purposes. Under the NJFLA, the post-delivery period will be considered disability leave (covered only by the federal FMLA but not the NJFLA) until the woman has been deemed to no longer be disabled by her doctor. The NJFLA and the federal FMLA will only run concurrently during the bonding portion of maternity leave. A woman may not collect disability benefits while on maternity leave under the NJFLA.

## PAID FAMILY LEAVE INSURANCE

Eligible New Jersey employees covered by the state's Temporary Disability Insurance system are entitled to up to six weeks of benefits (two thirds of an employee's average weekly wage, up to \$524 per week maximum) within a twelve-month period under New Jersey's paid family leave benefits law. Benefits are provided to eligible



# NEW JERSEY SPECIFIC POLICIES

employees who must take time off to: (i) care for a family member (as defined in the New Jersey Family Leave Act section above); (ii) to be with a child during the first 12 months after the child's birth or adoption, if either the employee, or the domestic partner or civil union partner of the employee, is a biological parent of the child; or (iii) during the first 12 months after the placement of a child for adoption. Employees must have had at least 20 calendar weeks in covered New Jersey employment, and meet the minimum earning requirements under the Temporary Disability Insurance law, to be eligible for paid family leave benefits.

The paid leave taken pursuant to this law runs concurrent with any unpaid leave taken under the New Jersey Family Leave Act (NJFLA) and/or the FMLA. Where the leave is for the care of a sick family member (as opposed to the care of a newborn or newly adopted child), intermittent leave is available, but must be taken in increments of not less than one day, up to a maximum of 42 days.

Leave taken to care for a newborn or newly adopted child must be taken during the first 12 months after the child's birth or adoptive placement. Employees who take leave for childcare are required to give at least 30 days prior written notice of the need for the leave, unless unforeseeable circumstances prevent prior notice. If the leave is to care for a sick family member, the employee is required to schedule the leave in a way that will result in minimal disruption to operations and, if possible, give 15 days' prior notice for leave, which is not intermittent.

Where leave is taken in connection with the serious health condition of a family member, the employee must provide the Company with a medical certification from the family member's health care provider setting forth:

(i) the date on which the serious health condition commenced; (ii) the probable duration of the

condition; (iii) the medical facts regarding the condition; (iv) a statement that the condition warrants the individual providing care; and (v) an estimate of the amount of time the individual may need to care for the family member.

The six week family leave benefit does not reduce any period of time in which an employee is paid benefits under the state's temporary disability insurance law because the employee is unable to perform the duties of his or her employment due to the employee's own disability.

As with disability insurance benefits that are paid for a worker's own injury, an employee claiming family disability benefits will have a one-week waiting period prior to the start of family leave benefits. The Company may require that the employee exhaust up to two weeks of accrued paid leave before receiving family disability benefits. The Company may also require that the disability benefits period be reduced by the amount of time in which fully paid leave is provided. If the employee is required to exhaust accrued paid leave, the employee will be permitted to use the first week's worth of the fully-paid leave during the one-week waiting period that precedes the family disability leave benefits, and this first week will not count against the subsequent six week disability benefits period.

## NEW JERSEY SAFE ACT

The New Jersey Security and Financial Empowerment Act (NJ Safe Act) provides that certain employees are eligible to receive an unpaid leave of absence not to exceed 20 days in a 12-month period to address circumstances resulting from domestic violence or a sexually violent offense. To be eligible, the employee must have worked at least 1,000 hours during the immediately preceding 12-month period. In addition, the employee must have worked for a NJ employer each working day during each of 20

# NEW JERSEY SPECIFIC POLICIES

or more calendar workweeks in the then current or immediately preceding calendar year.

Leave under the NJ Safe Act must be used in the 12-month period immediately following an instance of domestic violence for a sexually violent offense. The unpaid leave may be taken intermittently in intervals of no less than one day. If paid vacation or sick time is available, Inserts East requires that you must use such time concurrently with this leave. If the reason for the leave is covered by NJFLA and/or FMLA law, it will count simultaneously against the employee's entitlement under each respective law. Documentation will be required to request this leave. Please contact the Human Resources Department to determine what documentation will be needed and for more information about this law and whether it applies to your situation.

## NEW JERSEY CONSCIENTIOUS EMPLOYEE PROTECTION ACT

In accordance with New Jersey State Law, an employee is protected against retaliatory action because he or she:

- Discloses or threatens to disclose to a supervisor or public body an activity, policy or practice of his/her employer that he/she believes is in violation of a law or regulation;
  - Provides information to or testifies before a public body conducting an investigation or hearing concerning such a violation; or
  - Objects to or refuses to participate in an activity, policy or practice if he/she reasonably believes that it is in violation of a law or regulation or is fraudulent or that it is incompatible with a clear mandate or public policy concerning the public health, safety or welfare.
- If an employee believes that he/she has been involved in, or has knowledge of, any action which

may be in violation of law, regulation, rule or is fraudulent, criminal, or otherwise harming the public or coworkers, the employee is urged to notify the Company's President and/or Treasurer/Executive Vice-President so that the matter may be investigated and corrected. Failure to notify the Company may result in the loss of important legal rights. The Company ensures the confidentiality of the report to the extent possible.

## PAID SICK TIME

Bear Staffing recognizes that the inability to work because of illness, injury or safety needs may cause economic hardship. For this reason, Bear Staffing provides 40 hours paid sick time per calendar year to New Jersey employees.

Sick time may be used for your own or your family member's health needs, purposes relating to being a victim of domestic violence, sexual assault, or stalking, for purposes related to when your worksite or your child's school or care facility is closed by order of public official due to a public health emergency, or to attend a school-related conference or event requested by or required by a school administrator, teacher or other professional staff member.

Employees will be provided with 40 hours of sick time upon hire and every calendar year thereafter. Eligible employees can use the time upon the 90th day of employment. The maximum "cap" of sick time is 40 hours. Suspected abuse of sick time may lead to disciplinary action. Indications of possible abuse include, but are not limited to, repeated usage of sick time to extend regularly scheduled days off, including weekends, holidays (before or after a holiday), excessive absenteeism on Mondays and Fridays, and usage of sick time on days previously requested and denied as vacation. If you are absent for three or more consecutive workdays due to personal illness, or other reasons as covered under the Act, you

# NEW JERSEY SPECIFIC POLICIES

may be required to provide reasonable documentation, such as a statement from your health care provider. Please familiarize yourself with the Attendance Policy for the proper procedures to follow when an absence has or will occur.

Employees should record their absences in exact time increments to the quarter hour. Unused sick time is not paid in the event of separation from employment; however, unused sick and safe time will be reinstated if reemployed by Bear Staffing within six months of separation. Bear Staffing prohibits retaliation against any employee for requesting or inquiring about sick time.

# NEW YORK SPECIFIC POLICIES

## VOTING

The Company encourages all eligible employees to participate in the public election process by voting. Employees will be allowed "sufficient" time off from work to vote, unless such time exists during nonworking hours. Four consecutive nonworking hours while polls are open is generally deemed "sufficient." Your time off from work to vote will be paid for up to 2 hours. The remainder will be unpaid. The time off to vote must be taken at the beginning or end of the workday, unless mutually agreed upon otherwise. If you would like to take time off from work to vote, you must request such time off 2-10 work days prior to election day.

## CRIME VICTIM/WITNESS LEAVE

Employees are permitted unpaid leave to attend court proceedings, consult with the district attorney, or exercise rights provided by law in the following circumstances:

- the employee is a victim of an offense, or the victim is the employee or the employee's next of kin, or the employee is a deceased victim's representative, a good Samaritan, or pursuing an application or enforcement of an order of protection under the criminal procedure law or family court act; or
- the employee is subpoenaed to attend a criminal proceeding as a witness.

You must notify the Company of your intent to appear as a witness prior to the day of attendance. You must provide written certification of your service by the party who sought your attendance. You may elect to use your accrued vacation and sick/personal time for this absence.

## LEAVE FOR MILITARY SPOUSES

An employee who works at least 20 hour per week and is the spouse of a member of the armed forces of the United States, national guard, or reserves who has been deployed during a period of military conflict (as that term is defined by applicable law) to a combat theater or combat zone of operations, is permitted up to ten days of unpaid leave by the Company. Such leave shall only be used when the employee's spouse is on leave from the armed forces of the United States, national guard, or reserves while deployed during a period of military conflict to a combat theater or combat zone of operations.

## BLOOD DONATION LEAVE

An employee who works at least 20 hours per week is permitted up to three hours of unpaid leave per 12 month period to donate blood.

## BONE MARROW LEAVE

An employee who works at least 20 hours per week is permitted an unpaid leave of absence of up to 24 work hours to donate bone marrow. The length of each leave will be determined by a physician, but may not exceed 24 work hours.

## MARIJUANA

The use of medical marijuana is governed by the Compassionate Care Act (the "Act"). Under the Act, "Certified Patients" prescribed medical marijuana are deemed to have a disability under the New York State Human Rights Law (NYSHRL). Consistent with state law, the Company does not discriminate against applicants or employees in terms of hiring, termination, or terms or conditions of employment or otherwise penalize or a person based upon the person's status as a Certi-

# NEW YORK SPECIFIC POLICIES

fied Patient or designated caregiver. Further, the Company will make reasonable accommodation for the medical needs of a Certified Patient. The Act does not require employers to allow the ingestion of marijuana in their workplaces or allow an employee to work while under the influence of marijuana. Consistent with state law, the Company prohibits the use, possession, and being under the influence of marijuana on Company property and during work hours. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

## LAWFUL OFF-DUTY ACTIVITIES

The Company will not discriminate against any employee who engages in lawful off-duty activities (including the use of legal consumable products, legal political activities, legal recreational activities, or membership in a union or exercise of a right granted under the law), outside of the workplace, during non-work hours, and without the use of the Company's equipment or other property.

## PAID FAMILY LEAVE

To qualify for Paid Family Leave under this program, you must meet one of the following requirements the date leave is to begin.

- If you regularly work more than 20 hours per week, you must work at least 26 continuous weeks;
- If you regularly work less than 20 hours per week, you must work at least 175 days.

Under New York State Paid Family Leave, employees may be eligible to receive up to 10 weeks of benefit payments in 2020, and up to 12 weeks of benefit payments in 2021 and thereafter for the following reasons:

1. To care for a close relative with a serious health condition; a close relative includes spouse, domestic partner, child, parent, parent-in-law, grandparent, and grandchild;
2. To bond with a new born child or to bond with a child in connection with the adoption or foster care placement of that child.
3. To address important needs related to a family member's military service or an impending call or order of active duty; a close relative includes spouse, domestic partner, child and parent.
4. Preparation and recovery from surgery related to organ or tissue donation.

New York State Paid Family Leave and federal family and medical leave (FMLA) will run concurrently, when applicable. The same provisions under FMLA regarding Employee Notification Requirements, Job Restoration, and leave certification will apply to leave under this policy.

You may use accrued paid leave, including accrued and unused sick leave, paid vacation, paid personal time, and paid time off. Use of accrued paid leave, however, is not required. Any family leave, whether paid, unpaid or a combination thereof, will be counted toward the leave entitlement, as applicable. Employees are not eligible for New York State Paid Family Leave benefits while using accrued paid leave.

# NORTH CAROLINA SPECIFIC POLICIES

## **DOMESTIC ABUSE, SEXUAL ASSAULT, AND RELATED CRIMES**

Employees may take a reasonable amount of unpaid time off from work in domestic violence situations. An eligible employee may take time off to obtain or attempt to obtain relief under North Carolina's domestic violence or civil no-contact laws; including but not limited to instituting a civil action, obtaining a protective order, obtaining emergency assistance.

## **SCHOOL-RELATED ACTIVITIES LEAVE**

The Company may grant you up to four (4) hours unpaid leave to attend or be involved in the school attended by the employee's child. Employees must provide reasonable advance notice to the Company before taking any time off under this policy. The Company will not demote, suspend, threaten to terminate, or terminate an employee for taking time off to participate in school activities or to appear at a school conference pursuant to a written request from the principal.

# PENNSYLVANIA SPECIFIC POLICIES

## MARIJUANA POLICY

The Company does not discriminate against applicants or employees in terms of hiring, termination, or terms or conditions of employment or other penalize or threaten a person based upon the person's status as a qualifying patient for medical marijuana use. The Company prohibits the use, possession, and being under the influence of marijuana on Company property and during work hours. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

# TENNESSEE SPECIFIC POLICIES

## VOTING LEAVE

Employees are entitled to vote in an election held in the state and may be absent to vote for a reasonable period, not to exceed three hours. Employee's application for leave to vote must be made by noon of the day before the election. An employee who is appointed a voting machine technician on a part-time basis by the county election commission may take unpaid leave from his or her full-time employment for the days required to perform the technician duties.

diagonal line through the circle and an image of a firearm under the diagonal line. The entire sign will be at least 4 inches by 4 inches.

## JURY DUTY LEAVE

The Company provides a leave of absence to employees who present a summons to report for jury duty in any federal or state court. Employees may be excused from employment for each day the employee's jury service exceeds three hours. The Company shall provide paid leave, less any compensation the employee receives for serving as a juror. The Company will not compensate an employee for more time than was actually spent serving and traveling to and from jury duty.

## PROHIBITION OF WEAPONS

Pursuant to Tennessee law, Bear Staffing prohibits concealed carry guns and weapons on Bear Staffing properties. Employees may keep concealed carry firearms and weapons in individual-owned vehicles out of sight within the personal vehicles. Bear Staffing will post notices in prominent locations, including all entrances primarily used by people entering the property, building, or portion of the property or building where weapons are prohibited. The notice will include the phrase "NO FIREARMS ALLOWED" measured at least 1 inch high and 8 inches wide. The sign will also include the phrase "As Authorized by T.C.A. § 39-17-1359." Additionally, the sign will include a pictorial representation of a



# TEXAS SPECIFIC POLICIES

## TEXAS VOTING LEAVE LAW

It is the policy of the Company to permit employees to be absent from work to vote in local, state or national elections. Employees who cannot reach their polling place outside of work hours will be permitted up to two (2) hours with pay to participate in voting. Time off will not be granted if an employee's work schedule begins or ends more than two (2) hours after polls open or end. Employees must notify their supervisor of the need to take leave as far in advance as possible to arrange a mutually agreeable time. The Company reserves the right to select the hour you are excused to vote. Evidence of voter registration and voting may be required.

## JUVENILE COURT ATTENDANCE LEAVE

Employees are given the necessary time off without pay to attend juvenile court proceedings involving their child or a child for whom they are the legal guardian. We ask that you notify the Human Resources Department of the need to take leave as far in advance as is possible.

## POLITICAL ACTIVITY LEAVE

The Company will provide unpaid leave to an employee for the purpose of attending a precinct convention in which the employee is eligible to participate or to attend a county, district, or state convention to which the employee is a delegate. Eligible employees must provide advance notice of their need for leave. The Company may also require the employee to submit documentation in support of any leave request under this policy.

## TEXAS WEAPONS POLICY

It is the intent of the Company to provide a safe and secure workplace for employees, clients, customers/patrons of our clients, visitors, and others with whom we do business. The Company has "zero tolerance" for, and expressly forbids the possession, while on Company property, of any type of weapon, firearm, explosive, and/or ammunition, even if the person is legally licensed to carry a weapon. For purposes of this policy, Company property includes, but is not limited to, all Company facilities, Company-provided parking areas and vehicles and equipment that are either leased or owned by the Company or a Company client. In addition, the Company strictly prohibits the unlawful carrying or possession of any weapon in a parking facility or parking area, including in employee-owned vehicles parked on Company property; provided, however, employees are permitted to possess legally-owned firearms stored in the employee's locked motor vehicle when the employee is lawfully on Company property.

A violation of this policy may be cause for discipline including, but not limited to, immediate termination of employment. In enforcing this policy, the Company reserves the right to request inspections of any employee and their personal effects (excepting personal vehicles), while on Company property. Any employee who refuses to allow such an inspection will be subject to the same disciplinary action as having been found in possession of firearms or other weapons. Employees within the Company share the responsibility of identifying violators of this policy. An employee who either witnesses or suspects another individual of violating this policy should immediately report this information to their on-site supervisor.

# WASHINGTON SPECIFIC POLICIES

## FAMILY MILITARY LEAVE

Under Washington Family Military Leave, if your spouse is a member of the U.S. Armed Forces, National Guard, or Reserves, then Washington law may allow you to take up to 15 days of leave during a period of military conflict under the following circumstances: (1) when your spouse receives official notification that he or she will soon be called to active duty, or when he or she is ordered to active duty. Leave may be taken before, and up to, the service member's call to active duty; or (2) when your spouse is on leave from deployment. Washington Family Military Leave is unpaid, unless you choose to use vested and accrued vacation, if applicable, to cover some or all of the time. If the leave also qualifies as FMLA, the two (2) leaves will run concurrently. Job restoration and benefits continuation rights are the same as under the FMLA and WFLA. You must notify the Human Resources Department within five (5) business days of receiving official notice either that your spouse will soon be called or ordered to active duty, or on leave from deployment. To be eligible for Washington military leave you must work an average of 20 or more hours a week.

## SICK AND SAFE LEAVE ORDINANCE

### Seattle Paid Sick Leave (Employees Working in Seattle)

A Seattle employee is defined as an employee who works in Seattle on more than an "occasional" basis.

**Occasional Employees:** Employees who perform work in Seattle on an occasional basis are subject to the Seattle Sick Leave policy only if the employee performs more than 240 hours of work in Seattle within a calendar year. Employees who

perform occasional work in Seattle are required to notify Payroll of their hours worked so the Company can track Seattle hours worked. Once an employee has worked 240 hours in Seattle, he or she is eligible to accrue and use sick/safe leave subject to the applicable provisions of the Seattle Sick Leave policy. However, Occasional Employees may only accrue sick/safe leave based on Seattle hours worked and may only use accrued sick/safe leave when scheduled to work in Seattle.

**Accrual:** Seattle employees (regardless of whether employees are temporary, part time or full time, but, provided that they are not "occasional employees") are eligible to accrue sick/safe leave benefits when they are hired. Sick leave benefits cannot be used until after the 180th day of employment, and only once the employee has performed at least 240 hours of work within Seattle. Generally employees will accrue sick/safe leave at the rate of 1 hour for every 30 hours worked. Employees may use up to 72 hours of Seattle Sick and Safe Leave per calendar year. Employees may carryover up to 72 hours of unused Seattle Sick and Safe Leave per calendar year.

If eligible, paid sick/safe time may be used for the following reasons: (1) An employee's own illness, injury or health condition; (2) Illness or injury of the employee's child, spouse, parent, parent-in-law, grandparent, or adult child with a disability, to care for the family member; (3) Medical or dental appointments for the employee or one of the employee's above family members; (4) A death in the employee's immediate family, as defined in our Bereavement Leave policy; (5) Birth of a child to the employee or the employee's spouse; (6) Reasons related to domestic violence, sexual assault, or stalking; or (7) School or workplace closure by a public official to limit health hazards. This does not include weather or power related closures.

# WASHINGTON SPECIFIC POLICIES

For absences of greater than three days, and subject to applicable federal, state and local laws, the Company may require the employee to provide documentation that one of the preceding purposes applies. If the employee fails to provide documentation satisfactory to the Company, the Company may exercise its discretion to deny the employee the use of accrued paid sick/safe leave benefits for some or all of the particular absence. If the Company identifies patterns of abuse in the use of paid sick/safe leave, it may request documentation before three (3) days. Employees may use their accrued paid sick leave in 15 minute increments. Employees must personally and directly notify their manager as early as possible on any day that they will be absent from work for sick leave purposes. Employees who are absent for extended illnesses are asked to notify their manager on the first day they are absent and estimate when they will return to work. The manager should be notified of any change in the estimated return date as soon as possible. Employees may use vacation time (if eligible) when all sick/safe leave is exhausted, subject to any Company requirement that the employee provide documentation of the need to be absent for sick leave purposes.

Sick/safe leave is designed to be there for you if you need it. It is not additional vacation and employees cannot engage in any other employment or work while on paid sick/safe leave from the Company. Sick/safe leave does not have any cash value, nor is an employee entitled to be paid for accrued, unused sick/safe leave when employment termination occurs.

The Company will not pay employees for unused sick/safe leave upon termination of employment. Please contact the Human Resources Department if you have any questions regarding the Company's sick leave policy as governed by Seattle's Paid Sick and Safe Time policy.

## Tacoma Paid Sick Leave

All Bear Staffing employees who work within the geographic boundaries of Tacoma for 80 hours or more in a calendar year will receive up to 24 hours of annual paid sick leave. Employees will earn one hour for every 40 hours worked in Tacoma, up to 24 hours within a calendar year. Employees may carry forward up to 24 hours of unused paid sick leave into the next year and may use hours carried forward up to a total not to exceed 40 hours in a year. New employees may use paid sick leave 180 days after the start of employment, provided that they have worked in Tacoma more than 80 hours in a calendar year.

Paid sick leave may be used for yourself or family member's illness; where your place of employment has been closed by order of a public official; to care for your child who school has been closed by order of public official; to seek law enforcement or legal help for domestic violence or sexual assault for yourself or family member; to seek safety from domestic violence, sexual assault, or stalking; and for bereavement of a family member. "Family member" is defined as a child, grandparent, parent, spouse (including same-sex spouse), and domestic partner. A child must be under 18 years of age or 18 and older but incapable of self-care because of a mental/physical disability.

## SEATTLE WAGE THEFT ORDINANCE

At the time of hire all employees working in the Seattle, Washington location will be provided upon hiring or change of employment, written notice containing employer's name, physical address and contact information, pay rate, pay basis, regular pay day and tip policies. At each pay period, employees will receive notification on their pay stub of the gross wages and tips earned, rate of pay, pay basis (hour, shift, day, week, commission), and all deductions.

# WASHINGTON SPECIFIC POLICIES

## MEAL AND REST PERIODS

Due to the fact that most of our employees are typically on-shift in a location away from Bear Staffing's premises, we rely upon you to tell us if you fail to timely get a meal and/or rest break. We cannot help you if you do not communicate with us, so please take this very seriously. Failure to abide by these rules will result in discipline, up to and including termination. All temporary employees receive a full 30 minute unpaid, uninterrupted meal period for every shift over five (5) consecutive hours. Meal periods must be taken not less than two (2) hours nor more than five (5) hours from the beginning of their shifts. Employees will receive an additional 30 minutes unpaid, uninterrupted break if working more than 11 hours in one day. Employees will be completely relieved of all duty during the meal periods and may leave the client site (as long as you are back on time). You may not add your breaks to your meal period so that you can take a longer meal period. Do not ask to work through your meal period or breaks so that you can either come in late or leave early.

Employees are also entitled to receive a consecutive ten (10) minute rest break for every four (4) hours of work. There will generally be enough down time during the events to use this rest break to use the restroom, make a phone call, or grab something to drink. You are free to use your break time as you wish but you should not leave the premises. Employees cannot be required to work more than three (3) hours without a rest break; however, schedules rest breaks are not required where the nature of the work allows employees to take intermittent rest breaks equivalent to the required standard.

When offered a break, always politely ask if it is a short (ten minute) break or if the client is offering you a meal period. If you are approaching the five-hour mark and have not been offered a meal period, make sure to find the client and advise them of such. We specifically instruct our clients

about the meal period requirements and expect them to abide, but we need you to do your part to help make sure you get all of the breaks that you are entitled to. Some clients may expect that you will take your rest breaks on an as-needed basis and may not specifically instruct you to take a rest break. If that happens, use your discretion and take the rest break when needed without unduly interfering with the flow of the day. In the rare instance that you feel you have not yet had an opportunity to take the rest break please advise the client and they will arrange for you to get your break.

As always, communication is paramount. If for any reason an employee's schedule does not allow him or her to take a meal or a rest break, he or she must notify the client immediately and you must also advise the Human Resources Department of the occurrence in writing within two days; it will otherwise be presumed that you have taken your required breaks.

## MARIJUANA USE LAWS

The Company has a vital interest in maintaining safe, healthful and efficient working conditions for its employees, customers, and visitors. While the Company recognizes the impact of Washington Medical Use of Marijuana Act and Initiative 502 legalizing the use and possession of marijuana, the Company maintains a drug free workplace, which prohibits all employees from being under the influence of any legal or illegal intoxicant while on the job.

## WASHINGTON FAMILY AND MEDICAL LEAVE (INCLUDING PREGNANCY DISABILITY LEAVE)

The Washington Family Leave Act (WFLA) is very

# WASHINGTON SPECIFIC POLICIES

similar to the federal Family and Medical Leave Act (FMLA), and leave under the WFLA normally runs concurrently with FMLA leave. Thus, Washington employees should see the FMLA policy in the Bear Staffing Handbook, which apply to eligible employees who work in Washington. The WFLA makes two important exceptions to rules established by FMLA.

An employee will be granted a leave of absence due to disability arising from pregnancy or childbirth.

## Request for Leave

No employee shall be granted a pregnancy disability leave unless she submits a written request for pregnancy leave, and, in addition, furnishes a doctor's written certification stating the beginning date and length of such leave. Written updates may be requested from time to time thereafter. Failure to provide the above information is grounds for denial of a pregnancy disability leave of absence.

## Length of Leave

If you need leave because you become sick or temporarily disabled due to pregnancy or childbirth, and if you qualify for FMLA leave, then you will be granted time off for your pregnancy-related disability in addition to the 12 weeks of leave that you are entitled to take under FMLA. The length of the additional leave will be the amount of time you are certified by your health care provider as sick or temporarily disabled due to pregnancy or childbirth. Prior to the birth of a child, an employee may take leave intermittently for prenatal examinations and for pregnancy related illnesses such as severe morning sickness.

## Compensation and Benefits

Pregnancy disability leave is without pay. The Company will, however, continue to pay the

premium for the employee's health insurance that the Company would have paid but for the employee's leave, for the duration of the leave, if applicable. The employee will be responsible for paying for the employee portion of the health insurance premium, and such payment will be due at the same time as if it had been made by payroll deduction.

## Return from Leave

An employee returning from a pregnancy disability leave of absence must furnish a doctor's written certification of her fitness to perform the essential functions of her job, with or without reasonable accommodation.

Upon return from such a leave of absence, the Company will use its best efforts to return the employee to the same position held prior to the leave of absence or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment at a workplace within 20 miles of the employee's workplace when the leave began.

## WASHINGTON FAMILY CARE ACT

Under Washington's Family Care Act, employees are entitled to use their choice of their vested and accrued sick leave or other paid time off (such as vacation) to care for the employee's child with a health condition that requires treatment or supervision, or to care for the employee's spouse, parent, parent-in-law, or grandparent who has a serious health condition or an emergency health condition.

According to this law, the employee's "child" includes a biological, adopted, or foster child, a stepchild, a legal ward, or a child for whom the employee is deemed by law to be standing in the place of a parent ("in loco parentis"). The

# WASHINGTON SPECIFIC POLICIES

children covered by this policy must be either: **(1)** under age 18, or **(2)** age 18 or older, but not capable of self-care because of a mental or physical disability.

Employees who use their vested and accrued paid leave for one of the above family care purposes must comply with the Company's policies about the use of this paid time off (except for any policies about the choice of the type of leave).

The Washington Family Care Act only applies to the use of paid leave. If you need unpaid time off for family care purposes, please review the general Family and Medical Leave Policy in the overall handbook and the above Washington Family and Medical Leave policy. If leave taken under the Washington Family Care Act also qualifies under federal and state family and medical leave laws, all forms of leave will run concurrently.

## PERSONNEL RECORDS

The Company maintains personnel records for each employee. Employees are entitled to view his/her personnel file at a reasonable time upon reasonable request reasonable times on one occasion each year. The Company may, at its sole discretion, allow an employee to view his/her personnel file more than one time in a year period on reasonable notice. Employees may also obtain copies of any document in their personnel file that s/he has signed. To ensure confidentiality and privacy, personnel records may only be reviewed in the office.

## DOMESTIC VIOLENCE, STALKING OR SEXUAL ASSAULT LEAVE

An employee who is a victim of domestic violence, sexual assault or stalking may take time

off in order to obtain judicial relief to help ensure the health, safety or welfare of the employee or his or her child.

You may also take time off for any of the following: **(1)** to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; **(2)** to obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence; **(3)** to obtain psychological counseling related to an experience of domestic violence or sexual assault; **(4)** to seek legal or law-enforcement assistance, or **(4)** to participate in safety planning and take other actions (i.e., relocation) to increase safety from future domestic violence, sexual assault or stalking.

Leave under this policy may also be available to an employee who is a family member of a victim of sexual assault, domestic violence or stalking, who is assisting that family member to obtain needed treatment or services outlined above. For purposes of this policy, family member includes a person the victim is dating, parents in-law, and grandparents in addition to immediate family members. If you need time off on account of domestic violence, sexual assault or stalking, you should notify your supervisor as soon as possible so that arrangements to accommodate your absence may be made. If advance notice is not possible, you must provide appropriate written certification of the reason for your absence upon your return to work.

The Company will make reasonable efforts to maintain the confidentiality of any employee requesting time off on account of domestic violence or sexual assault. You should also advise us if you need reasonable accommodation, such as a modified schedule, change of work number or increased security measures if you are concerned for your safety at work.

# WASHINGTON SPECIFIC POLICIES

Time off on account of domestic violence, sexual assault or stalking is unpaid. However, you may use any available sick time (if eligible).

## **CHILD SUPPORT REPORTING REQUIREMENTS**

Washington law requires employers to report all new hires and rehires (a returning employee who has not worked for the company within the past 60 days) regardless of age, gender or the number of hours worked to the Washington State support registry. The employer must report the employee's name, address, social security number, date of birth and the date on which the employee first performed services for pay for the employer, within twenty days of hiring or rehiring.



# WISCONSIN SPECIFIC POLICIES

## WISCONSIN FAMILY AND MEDICAL LEAVE

Eligible Wisconsin employees may be entitled to leave under the Wisconsin Family and Medical Leave Act (WFMLA) in addition to, or instead of, leave granted under the federal Family and Medical Leave Act (FMLA). Employees are eligible for WFMLA leave if they have: (1) worked for the Company for at least 52 consecutive weeks in the course of their employment; and (2) have worked for the Company at least 1,000 hours in the 52 weeks immediately preceding the leave. WFMLA leave is available for: (1) the employee's serious health condition that makes the employee unable to perform his or her job; (2) caring for a family member, defined as the employee's spouse, domestic partner, child or parent having a serious health condition; (3) the birth of an employee's child, including time to care for or bond with the newborn; and (4) the placement of a child with an employee for adoption, including time to care for or bond with the child. WFMLA leave durations are limited by the type of leave taken: six weeks of leave in a calendar year related to the birth or adoption of a child, two weeks of medical leave for the employee's own serious health condition, and two weeks of family leave to care for the employee's child, parent, spouse or domestic partner. An illness, impairment or condition may qualify as a serious health condition under WFMLA even for an absence that is fewer than four days if required outpatient care involves continuing treatment or supervision by a health care provider. A parent under the WFMLA is more broadly defined than under the FMLA to include not only the natural parent, foster parent, adoptive parent, stepparent or legal guardian of an employee, but also those of the employee's spouse or domestic partner. WFMLA leave does not include military exigency leave or military caregiver leave, so WFMLA leave may be available for use by a qualifying employee who has already used allotted FMLA military exigency or

caregiver leave. WFMLA leave is calculated and taken only on a calendar year basis. WFMLA leave related to the birth or placement of a child may be taken within the 16-week period preceding the birth or placement. WFMLA leave may not be used during workers' compensation leave, so available WFMLA leave may be used by an employee after his or her workers' compensation leave has ended. An employee may, but is not required to, substitute any accrued paid leave for otherwise unpaid WFMLA leave.

## BONE MARROW AND ORGAN DONATION LEAVE

An employee may take up to six weeks of unpaid leave in a twelve month period to undergo a bone marrow or organ donation procedure and to recover from the procedure. To be eligible to take this leave an employee must have worked more than 52 consecutive weeks and at least 1000 hours during the preceding 52 week period. An employee wishing to take this leave must make a reasonable effort to schedule the donation procedure so that it does not unduly disrupt the Company's operations subject to the approval of the donation recipient's health care provider.



# 2020 HANDBOOK FOR TEMPORARY EMPLOYEES RECEIPT AND ACKNOWLEDGMENT

I have reviewed a copy of the 2020 Handbook for Temporary Employees ("Handbook") designed to acquaint me with the policies of Bear Staffing Services Corporation (referred to throughout the Handbook as the "Company"). A copy of the Handbook was made available to me on Bear Staffing's web site. I understand and acknowledge that I may receive or request to receive a copy of the Handbook via email at any time. I further understand and acknowledge that the Handbook is available on the Company's Intranet system and may be accessed at each of the Company's office locations. I understand that I have the right to review this Handbook thoroughly before signing this Acknowledgment, and by signing below, I acknowledge I have done so.

As an employee, I agree to comply with the Handbook's provisions and any revisions made to it. The Handbook describes important information about the Company, and I understand that it supersedes and replaces any other understanding, practices, manuals, handbooks, agreements, or representations concerning the topics discussed. Because the information, policies, and benefits described herein are necessarily subject to change, I acknowledge that revisions to the Handbook may occur and that any such revisions will be made in writing and may supersede, modify, or eliminate existing policies, except where prohibited by law. The Handbook is revised on a periodic basis and may be amended by memorandum, e-mail, or similar type communication, issued by the Company, except for the Arbitration provisions of this Handbook. I further understand that no other actions, statements, or practices of the Company or its managers and supervisors can modify this Handbook. I understand that if I have any question about any portion of this Handbook, including the Arbitration Agreement, I may direct those questions to the Human Resources Department.

**I UNDERSTAND THAT MY EMPLOYMENT WITH THE COMPANY IS SUBJECT TO BINDING ARBITRATION, WHICH IS SET FORTH IN AN ARBITRATION AGREEMENT. THE ARBITRATION AGREEMENT CONSTITUTES A WAIVER OF ANY RIGHT THAT THE COMPANY OR I MAY HAVE TO LITIGATE ANY CLAIM IN COURT WITH A JUDGE OR JURY TRIAL. I UNDERSTAND AND ACKNOWLEDGE THAT THE AGREEMENT TO ARBITRATE CONTAINS A WAIVER OF MY ABILITY TO ACT AS A CLASS REPRESENTATIVE IN ANY CLASS ACTION PROCEEDING. THE AGREEMENT IS THE EXCLUSIVE METHOD TO RESOLVE ANY DISPUTES OR CONTROVERSIES THAT THE COMPANY OR I MAY HAVE, WHETHER OR NOT ARISING OUT OF MY EMPLOYMENT OR TERMINATION OF THAT EMPLOYMENT WITH THE COMPANY.**

I acknowledge that to enforce its policy against the use, sale, or possession of illegal narcotics, the Company may implement drug testing with certain employees under certain circumstances described in the Handbook. I hereby consent to the testing described above as a condition of my employment with the Company.

**I have entered into my employment relationship with the Company voluntarily and acknowledge that there is no specific term or length of employment. Either the Company or I can terminate the relationship at will, with or without cause, and with or without advance notice, at any time. No person other than either the President or Treasurer/Executive Vice-President can enter into an agreement for employment for a specified period of time, or make any other agreement contrary to the at-will policy. In addition, any such agreement must be in writing and signed by the President or Treasurer/Executive Vice-President.**

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EMPLOYEE'S SIGNATURE

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DATE

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EMPLOYEE'S NAME (TYPED OR PRINTED)

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OFFICE LOCATION

# VOLUNTARY QUIT NOTICE/ PLACEMENT ARRANGEMENT

## VOLUNTARY QUIT NOTICE

Due to the amount of temporary employees Bear Staffing Services Corporation employs it is impossible for us to call everyone when work is available. Staff must follow the procedures set forth in this Handbook to be eligible to receive assignments, and must call us back to receive assignments. You must maintain and update your availability at all times if you have not been placed on an authorized leave of absence. Failure to provide us with updated availability as stated in the Handbook indicates a lack of interest in obtaining work from Bear Staffing Services Corporation

## PLACEMENT ARRANGEMENT

Bear Staffing Services Corporation utilizes considerable resources to acquire and maintain relationships with quality clients and employees, which keeps our employees working with these clients as often as circumstances permit. As part of maintaining this relationship, our clients have contractually agreed that they may hire employees and former employees of Bear Staffing Services Corporation subject to a modest placement fee. **Bear Staffing and its clients make no promises regarding the conversion of your employment from temporary to full-time status. Please be aware that NO ASSIGNMENT IS EVER GUARANTEED TO PROVIDE A HIRING OPPORTUNITY BY THE CLIENT COMPANY.** There may be a "conversion period" agreed upon between Bear and its clients, but even if so, you should not rely upon any such arrangements and it is never a promise of a permanent opportunity.

**I HAVE READ THE ABOVE POLICIES AND UNDERSTAND AND AGREE TO ABIDE BY THEIR TERMS:**

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EMPLOYEE'S SIGNATURE

---

DATE

---

EMPLOYEE'S NAME (TYPED OR PRINTED)

---

OFFICE LOCATION

# ARBITRATION AGREEMENT

Bear Staffing Services Corporation ("Bear Staffing" or the "Company") recognizes that differences may arise between Bear Staffing and its employees during and following employment, and in some instances these differences can be resolved informally. However, where informal procedures do not produce a satisfactory result, legally cognizable claims and controversies between Bear Staffing and its employees must be submitted to final and binding arbitration as provided in this Arbitration Agreement (the "Agreement"). In arbitration, each side in the dispute presents its case, including evidence, to a neutral third party called an "arbitrator," rather than to a judge or jury. The arbitrator's decision is final and binding which means there will be no trial by a judge or jury. The parties are entitled to be represented by their own legal counsel in the arbitration proceeding.

In consideration of the Company employing you ("Employee") (the Company and Employee referred to collectively herein as the "Parties") as an at-will employee and Employee's acceptance of at-will employment with the Company, or in consideration of continued employment, and in consideration of the Parties' mutual promise to arbitrate all disputes against each other, the Company and Employee mutually agree to submit to binding arbitration any and all disputes, claims or controversies arising out of or relating to this Agreement or the employment relationship between the Parties, except as to those claims excluded herein. This Agreement includes any claims that the Company may have against Employee, or that Employee may have against the Company, including the Company's clients, officers, directors, employees, agents, parents, subsidiaries, or affiliated entities.

**1. Claims Covered:** This Agreement includes all disputes and claims which either the Company or Employee had, has or will have against one another, which include, but are not limited to, claims for: wrongful termination; breach of any contract or covenant, express or implied; breach of any duty owed to Employee by Company or to Company by Employee; personal, physical or emotional injuries; fraud, misrepresentation, defamation, and any other tort claims; wages or other compensation due; penalties; benefits; reimbursement of expenses; discrimination or harassment; retaliation; and claims for violation of any federal, state, or other governmental law, common law, constitution, statute, regulation or ordinance, including but not limited to Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Family and Medical Leave Act, whistleblower laws, and all local, state, and federal discrimination laws.

**2. Exclusions:** The following matters are excluded from arbitration: (i) claims for workers' compensation benefits, state disability insurance, or unemployment compensation benefits; (ii) administrative charges before a governmental agency, such as the Equal Employment Opportunity Commission, the National Labor Relations Board, or the Department of Labor; (iii) claims based upon an employee pension or other benefit plan, the terms of which contain an arbitration or other non-judicial dispute resolution procedure, in which case the provisions of such plan shall apply; and (iv) requests for temporary restraining orders and/or preliminary injunctions where such relief is authorized by law. The filing of a court action for an injunction or other provisional remedy shall not constitute a waiver of this Agreement's provisions.

**3. Class Action Waiver:** The Parties agree to waive their right to join or consolidate claims with others, or to make claims with others as a plaintiff or class member in any purported class, collective or representative action. Instead, the Parties agree to resolve their disputes under this Agreement only on an individual basis in arbitration. The arbitrator shall not consolidate claims of other persons into one (1) proceeding, nor shall the arbitrator have the power to hear an arbitration as a class action.

**4. Terms of Arbitration:** This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, et seq. ("FAA"). The aggrieved Party must give written notice of any claim subject to this Agreement to the other Party no later than the expiration of the applicable statute of limitations for such claim. Arbitration shall be conducted before a single neutral arbitrator, to be mutually selected by the Parties. Within 30 days of the close of the arbitration hearing, the arbitrator shall issue a written decision with a statement of the findings and

# ARBITRATION AGREEMENT

reasons for the arbitration award or other decision, and such award or other decision shall be final and binding on the Parties. Each party shall have the right to conduct meaningful discovery. The arbitrator may award any remedy or relief available under applicable law, including any remedy or relief that would be available in a court of law. The arbitrator shall have the authority to provide for an award of attorney's fees and costs if such award is authorized by applicable law.

**5. Judicial Arbitration & Mediation Service ("JAMS") Rules:** Arbitration shall be conducted pursuant to the Employment Arbitration Rules of JAMS ("JAMS Rules"), to the extent they are not inconsistent with any provision of this Agreement or the FAA. In the event of any such inconsistency, the provisions of the FAA shall govern. Employee may obtain a copy of JAMS' Rules by contacting the Company or JAMS, or by accessing the JAMS website at <http://www.jamsadr.com/rules-employment-arbitration/>. The arbitration shall take place at JAMS' offices in Miami, Florida or as otherwise determined pursuant to JAMS Rules. Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. However, in all cases where required by law, the Company will pay the Arbitrator's and arbitration fees. If under applicable law, Bear Staffing is not required to pay the Arbitrator's and/or arbitration fees, such fee(s) will be apportioned between the parties by the arbitrator.

**6. At-Will Employment:** This Agreement is not, and shall not be construed to create, any contract of employment, express or implied, nor shall this Agreement be construed in any way to change the status of the Employee from that of at-will employment.

**7. Additional Terms:** The Parties intend for the provisions of this Agreement to be enforced to the fullest extent permissible under the laws. The terms of this Agreement, including paragraph subparts, are severable. If any provision of this Agreement is found to be invalid, void, or unenforceable, in whole or in part, that term shall be deleted from the Agreement while the remainder of this Agreement shall not be affected and shall remain valid and in full force and effect to the maximum extent permitted by law. This Agreement constitutes the Parties' complete agreement with regard to arbitration. This Agreement supersedes any prior or contemporaneous oral or written agreement or understanding on the subject of arbitration.

**8. Governing Law:** The Parties understand and agree that the laws of the State of Florida govern the terms and enforceability of this Agreement.

If Employee has any questions about this Agreement, Employee may call the Company's President and/or Treasurer/Executive Vice-President. Employee has the right and is encouraged to consult with an attorney regarding the meaning and legal effect of the provisions of this Agreement.

**BY SIGNING THIS AGREEMENT, THE PARTIES HEREBY WAIVE THEIR RIGHT TO HAVE ANY DISPUTE, CLAIM OR CONTROVERSY DECIDED BY A JUDGE OR JURY OTHER THAN THOSE EXPRESSLY EXCLUDED HEREIN. EMPLOYEE ACKNOWLEDGES AND SPECIFICALLY AUTHORIZES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS TERMS, AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS BY THE COMPANY OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.**

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EMPLOYEE'S SIGNATURE

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BEAR STAFFING SIGNATURE

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EMPLOYEE'S NAME (TYPED OR PRINTED)

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BEAR STAFFING PRINTED NAME

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DATE

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DATE

