



EMPLOYEE HANDBOOK

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Employee handbook

Welcome

Congratulations! You are now working for Midwest Labor Services (“MWL” or “the Company”). Every day Midwest Labor staffs thousands of employees around the state of Wisconsin. We service hundreds of clients (“Client Company”) throughout the state with locations in Appleton, Baraboo, Eau Claire, Marshfield, Menominee and Wisconsin Rapids. Working for MWL provides you with unique opportunities in day-labor, short-term, temp-to-hire and direct hire markets that you won’t find anywhere else. We are Wisconsin’s largest full-service staffing agency.

MWL’s objective is to exceed our customers’ expectations with a reputation for high-quality and dependable employees. The Company is committed to finding and providing safe work environments, steady employment and paying its employees in a prompt and accurate manner. As an employee it is your responsibility to attend your assignment on

time, be prepared with designated personal protective equipment, abide by policies and procedure and perform your assignment efficiently.

This handbook has been prepared as a guide to help introduce you with our current policies, rules and procedures. This handbook is not a contract or guarantee of employment for any length of time. It is meant to be a guide on how we each conduct ourselves in our jobs and in business. After reviewing the material please save this handbook for future reference. Your MWL representatives are always available to answer any questions you may have. This Handbook supersedes and/or modifies any and all pre-existing handbooks, rules, benefits, policies and procedures, whether written or otherwise. In the event of conflict between the terms of this handbook and any other prior rules, benefits, policies and procedures, the terms set forth in this Handbook will govern.

I. Introduction

Employment At-Will

Your employment with MWL is considered “at will” which means that **your employment has no definite term.** You may terminate your employment at any time, with or without cause, with or without notice, and the Company has the same right. If you intend to resign your employment at MWL, it is requested that you provide at least two (2) weeks written notice. No representative of MWL, other than its President or Franchise Owner, has any authority, at any time, to enter into any agreement of employment for any specified period of time or to make any agreement relating to your employment. In order to be valid, any such agreement must be in writing and signed by MWL’s President or Franchise Owner and you. This handbook is not intended to be a contract of employment or a guarantee of employment benefits or rights. MWL reserves the rights to modify, suspend, revoke, terminate or change in whole or in part, any of its policies, procedures, practices or benefits at any time, with or without notice. This policy supersedes any other communication, assurance or promise which may have been made to you at any time, whether oral or written.

Equal Employment Opportunity Policy Statement

Equal Employment Opportunity has, and will continue to be, a fundamental principal of Midwest Labor Services. Employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, age, national origin, disability, or any other protected characteristic by law.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, training, promotion, compensation, benefits, termination and all other terms and conditions of employment.

Employee’s questions or concerns should be referred to the MWL location you are employed through.

Appropriate disciplinary action may be against any employee willfully violating this policy.

Americans with Disabilities Act Policy Statement

MWL is committed to complying with all applicable provisions of the Americans with Disabilities Act (“ADA”). It is the Company’s policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual’s disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of non-discrimination, the Company will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the Company aware of his or her disability, provided that such accommodations does not constitute an undue hardship on the company. MWL may also provide alternative accommodations.

Employees with a disability who believe they need a reasonable accommodation to perform the essential function of their job should contact their hiring manager. Employees should specify in writing that barriers or limitations make it difficult to perform the job. MWL encourages individuals with disabilities to come forward and request reasonable accommodations.

Conflict of Interest and Outside Employment Statement

MWL expects our employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of the Company. Business dealings that appear to create a conflict between the interests of the Company and an employee are unacceptable. The Company recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, the employee must disclose any possible conflicts so that the company may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e. spouse or significant

other, children, parents, siblings) as a result of the Company’s business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones which most frequently present problems. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, he or she should immediately contact the Company’s hiring location to obtain advice on the issue. The purpose of this policy is to protect employees from any conflict of interest that might arise.

A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

Outside Employment

Employees may hold outside jobs in non-related businesses or professions, as long as the employee meets the performance standards of their job description with MWL and as long as such employment does not raise any conflict of interest. Unless an alternative work schedule has been approved by MWL, employees will be subject to MWL’s scheduling demands, regardless of any existing outside work assignments.

MWL’s space, equipment and materials are not to be used for outside employment.

Employees are hired and continue in Midwest Labor Services employ with the understanding that Midwest Labor Services is their primary employer and that other employment or commercial involvement which is in conflict with the business interest of Midwest Labor Services is strictly prohibited.

Financial Interest in Other Business

An employee and his or her immediate family may not own or hold any significant interest in a supplier, customer or competitor of the Company, except where such ownership or interest consists of securities in a publicly owned company and that securities are regularly traded on the open market.

Acceptance of Gifts

No employee may solicit or accept gifts of significant value (i.e., in excess of \$25.00), lavish entertainment or other benefits from potential and actual customers, suppliers or competitors. Special care must be taken to avoid even the impression of conflict of interest.

An employee may entertain potential or actual customers if such entertainment is consistent with accepted business practices, does not violate any law or generally accepted ethical standards and the public disclosure of facts will not embarrass the Company. Any questions regarding this policy should be addressed to the hiring office.

Work Product Ownership

Midwest Labor Services employees must be aware that MWL retains legal ownership of the product of their work. No work product created while employed by Midwest Labor Services can be claimed, construed, or presented as property of the employee, even after employment by Midwest Labor Services has been terminated or the relevant project completed. This includes written and electronic documents, audio and video recordings, system code, and also any concepts, ideas or intellectual property developed for Midwest Labor Services regardless of whether the intellectual property is actually used by Midwest Labor Services. Although it is acceptable for an employee to display and/or discuss a portion

or the whole of certain work product as an example in certain situations (e.g., on a resume, in a freelancer's meeting with a prospective client) one must bear in mind that the information classified as confidential must remain so even after the end of employment, and supplying certain other entities with certain types of information may constitute a conflict of interest. In any event, it must always be made clear that work product is the sole and exclusive property of Midwest Labor Services. Freelancer's and temporary employees must be particularly careful in the course of any work they discuss doing or actually do for a competitor of Midwest Labor Services.

Reporting Potential Conflicts

An employee must promptly disclose actual or potential conflicts of interest, in writing, to his or her supervisor. Approval will not be given unless the relationship will not interfere with the employee's duties or will not damage the Company's relationship.

Confidential Nature of Work

All MWL records and information relating to MWL or its customers are confidential and employees must, therefore, treat all matters accordingly. No MWL or MWL-related information, including without limitations, documents, notes, files, records, oral information, computer files, or similar material (except in the ordinary course of performing duties on behalf of MWL) may be removed from MWL premises without permission from MWL. Additionally, the contents of MWL records or information otherwise obtained in regards to business may not be disclosed to anyone,

except where required for business purpose. Employees must not disclose any confidential information, purposefully or inadvertently through casual conversation, to any unauthorized person inside or outside the Company. Employees who are unsure about the confidential nature of specific information must ask their supervisor for clarification. Employees will be subject to appropriate disciplinary action, up to and including dismissal, for knowingly or unknowingly revealing information of confidential nature.

Overtime Pay

Depending on Company work needs, employees may be required to work overtime when requested to do so. Prior approval of a supervisor, however, is required before any non-exempt employee works overtime. Employees working overtime without approval will be subject to disciplinary action, up to and including termination.

Non-exempt employees are eligible for additional pay at the rate of time-and-a-half for work performed beyond their regularly scheduled 40 weekly hours. Only hours actually worked will be used to calculate overtime pay. Paid time off for holidays, vacations, personal time off or any leave of absence will not be considered "hours worked."

Employees are responsible for calculating their own hours on a daily basis.

Each day, the time the employee starts and finishes work must be recorded on a time record (MWL's or the Company's Client time card, clock or register). The employee's supervisor must approve his/her hours worked at the end of each week. All additional overtime worked must be approved in writing by a supervisor each day.

Time Records

The attendance of all employees is recorded daily by each department and submitted to MWL by 9:00am on Mondays. Our attendance records are Company records, and care must be exercised in recording the hours worked, overtime hours and absences. Employees are not to clock or sign in or out for other people. Violations of this policy may result in appropriate disciplinary action, up to and including immediate termination.

All non-exempt employees must record the time they arrived/departed, each day, on his/her time record.

Time Records (continued)

Each employee is responsible only for his/her own recordkeeping.

Employee's must take a 30 minute lunch and note the deduction of time on your card. You will not be paid for your lunch unless it is approved by the customer you work for.

Once an employee clocks or signs in, work is to commence immediately. Failure to do so is considered falsification of timekeeping records.

If an employee forgets to clock or sign in or out, he or she must notify his or her supervisor immediately so the time may be accurately recorded for payroll.

Personnel Records

To keep necessary Company records up to date, it is extremely important that you notify your account manager of any changes in:

- Name and/or marital status
- Address and/or telephone number
- Number of eligible dependents
- W-4 Deductions
- Person to contact in case of emergency

II. Policies

Equal Employment Opportunity Policy

It is the policy of MWL to provide equal employment opportunity in recruitment, selection, training, compensation, promotion, job transfer, assignment, compensation, benefits, termination and all other terms and conditions of employment. These opportunities and other conditions of employment are extended to qualified applicants and employees, regardless of an individual's race, color, sex, sexual orientation, gender expression/identity, age, religion, national origin or disability. It is also the policy of MWL to make reasonable accommodations for qualified persons with disabilities, and to extend employment opportunities to such persons, as well as to special Disabled Veterans, Veterans of the Vietnam War era, and other covered Veterans. The President and/or Franchise Owners are the Equal Employment officers for their respective locations.

Americans with Disabilities Act

MWL is committed to equal employment opportunities. It is the policy of MWL to comply with all applicable Federal and State laws concerning the employment of persons with disabilities. Consistent with that commitment, it is MWL's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, career advancement, discharge, compensation, training, or other terms, conditions and privileges of employment. MWL will seek to provide reasonable accommodations

to qualified individuals with disabilities, unless to do so would cause undue hardship. An applicant or employee in need of a reasonable accommodation should promptly provide written notice to their MWL Representative so that the individual and MWL can work together to determine whether an appropriate reasonable accommodation exist. Employees should specify in writing what barriers or limitations make it difficult to perform the job. MWL may also provide alternative accommodations.

Anti-Harassment Policy

We believe that our employees should be able to work in an atmosphere free from all forms of harassment. Therefore, it is our policy to prohibit all types of harassment, including but not limited to harassment based on: sex, sexual orientation, race, color, religion, national origin, age, disability, handicap, citizenship, marital status, veteran status or any other basis prohibited by law. This policy extends to each and every level of our operations. Accordingly, harassment, whether by a fellow employee or manager (whether an employee or manager of MWL or the Client Company), a customer, or a guest will not be tolerated. Activities of this nature are unlawful and serve no legitimate purpose; they have a disruptive effect on your ability to perform your job and they undermine integrity of the employment relationship.

Harassment is verbal or physical conduct relating to an individual's sex, sexual orientation, race, color, religion, national origin, age, disability, citizenship, marital status, veteran status or other protected status when this conduct: (a) has the purpose or effect of creating an intimidating, hostile or offensive working environment;

Anti-Harassment Policy (continued)

(b) has the purpose or effect of unreasonably interfering with an individual's work performance; or (c) otherwise adversely affects an individual's employment opportunities. Some examples of conduct that may constitute prohibited harassment include: slurs, jokes, cartoons, stereotypes, statements, etc. based upon sex, sexual orientation, race, color, religion, national origin, age, disability, citizenship, marital status, veteran status or any other basis prohibited by law.

Specifically, acts considered to constitute **SEXUAL HARASSMENT** include, but are not limited to, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when: (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (b) an individual's submission to or rejection of such conduct is used as a basis for an employment decision affecting that individual; or (c) the purpose or the effect of such conduct is to substantially interfere with the affected individual's work performance or to create an intimidating, hostile or offensive work environment. Some example of unwelcome behavior that can be construed as sexual harassment include, but are not limited to: sexual advances; propositions; sexually suggestive gestures; sexual jokes; off-color language; vulgar language; touching; physical assault; possessing, distributing, or posting sexually explicit or suggestive magazines, pictures, posters, objects or material; derogatory comments about gender; references to a person's body parts, requests for sexual activity; and/or sexually explicit conversation.

Although the above defines "unlawful" harassment, it is also a violation of this policy to commit or engage in any inappropriate conduct based on any protected characteristic, whether or not such conduct rises to the level of "unlawful" harassment. We take allegations of harassment very seriously. If you believe that you are the victim of harassment by anyone (including supervisors, co-workers, customers or visitors of MWL or of its Client Companies), you should do the following:

1. If possible, document or otherwise record each incident of alleged harassment, including the date, time, place, what was said or done and the surrounding circumstances.
2. If you are comfortable doing so, clearly and directly communicate to the offending individual that his/her conduct is unwelcome and request that the offensive behavior stop.
3. At the same time, you should immediately bring the matter to the attention of MWL management through the Complaint Procedure contained in this handbook.

Managers and supervisors **must** report immediately to MWL's Office Manager or Franchise Owner or President of MWL any incidents that they hear about or observe, including those involving employees, customers or managers of MWL or its Client Companies, that may constitute a violation of this policy.

No supervisor or manager of MWL and/or Client Companies has the authority to condition any tangible job benefit on an employee's putting up with or agreeing to any conduct that may violate this Policy. If an employee believes that he or she has been deprived of any job benefit or that he or she has been threatened, he or she should immediately report it using the Complaint Procedure in this handbook.

Because of the sensitive nature, all complaints of harassment will be investigated with care and the privacy of the complaining person and the person accused of harassment will be respected to the extent possible. The Company will actively investigate all harassment complaints, and if it is determined that harassment has occurred, management will take appropriate disciplinary action against the offending party, up to and including discharge.

Retaliation against any person who has complained about harassment or discrimination, filed a charge of harassment or discrimination, or who otherwise participated in an investigation of harassment or discrimination will not be tolerated. Furthermore, no supervisor, manager or officer has the authority to require you to tolerate or agree to any conduct that violates the Equal Opportunity Policy or Anti-Harassment Policy in order to receive any job benefit, including compensation, duties, assignments, promotions, etc. Such activities are unlawful and will result in severe discipline, up to and including discharge. If you believe you have suffered retaliation for reporting a complaint of discrimination or harassment, bring the matter to the attention of MWL Management by following the Complaint Procedure established in this handbook.

Anti-workplace Violence Policy

MWL seeks to provide a workplace for all of our employees that is free from recognized hazards or threats that are causing, or likely to cause, physical harm or threats of physical harm. Therefore, we have adopted the

Anti-workplace Violence Policy (continued)

following policy regarding violence the workplace:

1. MWL will not tolerate violence in the workplace, either at its offices or at Client Company sites. This applies to all employees (whether employed by MWL or by the Client Company), customers, vendors and visitors.
2. All employees are expected to conduct themselves in a manner that will maintain a workplace that is free of violence or threat of violence.
3. This policy is intended to cover any behavior that constitutes violence or threat of violence including, but not limited to, the following:
 - a. Physical fighting, including pushing, shoving, hitting or in any way deliberately hurting a co-worker, customer, vendor or visitor (whether at MWL or at a Client Company); or
 - b. Destruction or sabotage of personal or MWL and/or Client company property; or
 - c. A verbal or written statement that indicates intent to hurt a co-worker, customer, vendor or visitor; or
 - d. Belligerent conduct, including swearing and persistent loud, angry statements made to or in the presence of a co-worker, customer, vendor or visitor.
4. You are encouraged to report to your MWL Supervisor, Franchise Owner's or President of MWL any threats you see, hear or know about. All reports will be investigated. Reprisals will not be tolerated against an individual who reports an incident or who participates in the investigation of an incident.
5. To the greatest extent possible, confidentiality will be maintained for all employees who report incidents.
6. Report all threatening or abusive telephone calls. Bomb threats must be communicated immediately to your MWL Supervisor, Franchise Owner or President of MWL, who will follow-up with a call to the police.
7. MWL will take any and all action that is necessary - including disciplinary action up to and including discharge and/or legal prosecution - to assure that our workplace is and remains violence free.

Complaint Procedure

Whenever people work closely together as we do here, complaints and misunderstandings are bound to arise from time to time. We make every effort to provide you with an opportunity to bring all such matters to MWL's attention and receive prompt and fair consideration. As part of this effort, we have developed the procedure set forth below for handling such complaints and problems. Our procedure is as follows:

1. First, if possible, speak to your Supervisor at MWL. Second, you must submit your complaint in writing to your immediate supervisor. Third, an investigation will be made, and you will get an answer as quickly as possible.
2. If you are not satisfied with your Supervisors answer, or if you do not get an answer, report your problem or complaint to MWL's Franchise Owner and/or MWL's President.

We believe strongly in open, free communication at all levels. This procedure is not designed to discourage you from talking to anyone at MWL or Client Company at any time. Rather, it is simply a way to ensure that complaints and problems are dealt within a prompt, orderly and consistent fashion. If you would feel uncomfortable speaking with a member of MWL Management within your chain of command as

listed above, then you can speak with any member of MWL's management with whom you would feel more comfortable.

In addition to your own problems and concerns, for the safety and well-being of everyone who works for MWL, we encourage you to follow these procedures whenever you learn of a violation of Company rules and policies.

Retaliation against any person who has complained about harassment or discrimination, filed a charge of harassment or discrimination, or who otherwise participated in an investigation of harassment or discrimination will not be tolerated. Furthermore, no supervisor, manager or officer has the authority to require you to tolerate or agree to any conduct that violates the Equal Employment Opportunity Policy or Anti-harassment Policy in order to receive any job benefit, including compensation, duties, assignments, promotions, etc. Such activities are unlawful and will result in severe discipline, up to and including discharge. **If you believe you have suffered retaliation for reporting a complaint of harassment or discrimination, bring the matter to the attention of MWL Management immediately by following the Complaint Procedure Policy established in this section.**

Drug and Alcohol Policy

MWL maintains a strong commitment to programs that promote safety in the workplace, employee health and well-being. An employee who is under the influence of drugs and/or alcohol poses a serious threat to his/her own safety and the safety of others. Also, a person cannot do his or her job properly while working under the influence of drugs or alcohol. Your personal protection, the protection of others and the quality of your work are very important to all of us. Equally important is the fact that the use of certain drugs and narcotics is unlawful. For these reasons, MWL developed the following policies:

Prohibited Conduct

1. The use, sale, purchase, manufacture, distribution, dispensation, transfer, possession or presence in one's system of non-prescribed drugs, controlled substances or alcohol, is prohibited on MWL or Client Company premises, and is cause for immediate discharge. MWL and Client Company premises includes all job sites, land, property, buildings, structures, installations, parking lots, means of transportation owned or managed by or leased to MWL or Client Company, or otherwise being utilized for MWL and/or Client Company business, and private vehicles while parked or operated on MWL/Client Company premises.
2. Employees who are convicted for off-the-job drug-related activity may be considered to be in violation of this policy. In deciding what action to take, the Company will consider the nature of the charges, the employee's present job assignment, the employee's record with the Company, the impact of the employee's conviction on the Company and any other factor the company may deem relevant.
3. Employees shall notify the Company of any criminal drug statute conviction no later than five (5) days after such conviction, unless state law prohibits such a disclosure. Any employee who is convicted may be considered to be in violation of this Policy and subject to appropriate sanctions, including discharge, after the Company weighs the consideration listed in Paragraph 3 above. Alternatively, and in keeping with the Company's desire to encourage treatment and rehabilitation where possible, the company may require a convicted employee to successfully complete an approved drug rehabilitation program in lieu of other disciplinary action.

Use of Prescription Drugs

Employees must not perform safety-sensitive duties if they are aware of any medical condition or have used alcohol or a drug (including prescribed medicine) that may adversely affect their ability to perform such duties or that may affect safety, employees or the public.

Right to Inspect

The company reserves the right to inspect packages, bags, briefcases, desks, lockers, automobiles, etc., where there is a reasonable belief that illegal drugs or alcohol may be present on Company property. An employee's failure to cooperate with an investigation may result in disciplinary action, including but not limited to immediate discharge.

An employee will be required to pass an alcohol and/or drug test under the following circumstances.

1. **Pre-employment Testing** - an employee who receives a conditional offer employment must pass a drug and/or alcohol screen prior to employment. This varies based on the expectations of the Client Company
2. **Reasonable suspicion** - an employee reasonable suspected of being under the influence of a controlled substance may be required to pass a drug and or alcohol test. Reasonable suspicion means that a manager or supervisor at MWL or the Client Company has the observations concerning the appearance, behavior, speech or odors of the employee, which are indicative of drug or alcohol use.
3. **Post-Accident Testing** - an employee who is involved in an on-the-job accident which results in property damage or which requires medical treatment, may be required to take a drug and/or alcohol test to determine whether the Company's Drug and Alcohol Policy has been violated
4. **Randomly** - an unannounced selection of employees may be tested for drugs and/or alcohol if, and only if, permitted by State law.
5. **Follow-Up to Assistance Program** - an employee who voluntarily enters an assistance program and returns to work may also be required to take a drug and/or alcohol test as a follow-up to completion of the program, if permitted by State law.

Testing

1. While the Company awaits the results of a drug and/or alcohol test, the employee may be suspended without pay. In this situation, if the results of the test are negative, the employee will be reimbursed for regular working time lost due to taking the test(s). Further, the fact that the employee took such a test, and the results thereof, shall not be used against the employee.
2. If the initial test is positive a second test will be conducted from the sample or a second sample may be required. A confirmed positive drug and/or alcohol test may result in disciplinary action up to and including immediate discharge.
3. An employee may also submit a written request for the confirmatory retest of the original sample at his or her own expense at an appropriately certified laboratory. Such written request must be received by the Company within five (5) working days of the date of the original test result notice. Any such retest would be in addition to the Company's confirmation test described above.
4. An employee's refusal to submit to a drug and/or alcohol test may result in the disciplinary action, up to and including immediate discharge. Refusal includes refusing to report immediately to the testing location upon request, refusal to sign a medical test authorization form as required by the Company, refusal to provide specimens unless medically incapable of doing so and/or attempts to falsify or interfere with the testing process, including failure to comply with instructions or attempting to substitute, dilute or otherwise change specimens to be tested. Employee consent to testing under this policy will not act as a waiver of disciplinary action, up to and including termination.
5. An employee may be disciplined (up to and including discharge) for violation of the Company's Drug and Alcohol Policy, in the absence of a test, based on other evidence, including but not limited to observed conduct and symptoms.

Employee Assistance

Employees with substance abuse problems are encouraged to contact the Franchise Owners or President of MWL for referrals for possible counseling and treatment. The Company will not discipline an employee who voluntarily seeks treatment for a substance abuse problem if the employee is not in violation of the Company's Drug and Alcohol Policy or other Rules of Conduct. The cost of such treatment is at the employee's expense (subject to possible coverage, if any, by the group health insurance)

Seeking such assistance will not be a defense for violating The Company's Drug and Alcohol Policy, nor will it excuse or limit the employee's obligation to meet the Company's policies, Rules of Conduct and standards, including but not limited to those regarding attendance, job performance and safe sober behavior on the job. If an employee, in the course of employment, enters a substance abuse rehabilitation program, the employee may be required to submit to testing for substance abuse as a follow-up to such a program. Refusal to be tested will be grounds for discipline, up to and including immediate discharge.

Attendance, Punctuality and Dependability

Because MWL and Client Companies depend heavily upon its employees, it is important that employees attend work as scheduled. Dependability, attendance, punctuality and a commitment to do the job right are essential at all times. As such, employees are expected at work on all scheduled work days and during all scheduled work hours and to report to work on time. Moreover, an employee must notify his/her supervisor and MWL as far in advance as possible, not later than two (2) hours before his/her scheduled starting time if he/she expects to be late or absent. This policy applies for each day of his/her absence. An employee who fails to contact his/her immediate supervisor and MWL may be considered to voluntarily resign. A careful record of absenteeism and lateness is kept by the employee's supervisor and becomes part of the personnel record. To the extent permitted by law, absenteeism and lateness lessen an employee's chances for advancement and may result in dismissal.

Some assignments may be subject to MWL's Attendance Bonus Policy. The Attendance Bonus Policy is used in the event certain assignments have a high absenteeism or tardiness rate. The policy is structured to have two components of pay; the hourly rate and the bonus rate. The hourly rate is a guaranteed minimum rate (not to be less than minimum wage); the bonus rate is an additional sum of money that may be earned throughout one (1) complete work week (Starting Monday at 12:00 a.m. through Sunday 11:59 p.m.). The bonus is earned

Attendance, Punctuality and Dependability (continued)

when the employee successfully completes his/her work week without any unexcused absences and completing each shifts scheduled hours. It is left to the discretion of each MWL supervisor as to whether that employee will or will not receive the Attendance Bonus for all or part of the scheduled week.

Appearance and Conduct

Midwest Labor expects employees to maintain a neat, well-groomed appearance at all times. Employees should avoid extremes in dress.

The Company requires order and discipline to succeed and to promote efficiency, productivity and cooperation among its employees. The orderly and efficient operations of MWL require that employees maintain proper standards of conduct at all times.

Employees who fail to maintain proper standards of conduct toward their work, co-workers, the Company's customers, or who violate any of the Company's policies, are subject to appropriate action, up to and including immediate discharge. Please refer to the job order for the customer's specific dress code and personal protective equipment.

No Solicitation/No Distribution

To avoid annoyance to our employees and interference with our operations, no employee is permitted to distribute literature or solicit other employees for any purpose on MWL or Client Company premises to which you are assigned, during working time. MWL and Client Company premises include all areas where employees perform their assigned working tasks. Working time includes the time during which any of the employees involved are actually scheduled to work and does not include scheduled rest periods, meal breaks and other specified times when employees are not expected to be working.

Employees may not distribute literature of any kind in working areas, either on MWL's or the Client Company's premises to which you are assigned.

Any employee who violates this No Solicitation/No Distribution rule is subject to disciplinary action, including but not limited to discharge.

Employer Information and Property

The protection of MWL business information, property and all other Company Assets are vital to the interests and success of MWL. MWL related information or property, including without limitations, documents, files, records, computer files, equipment, office supplies, similar material and intellectual property (except in the ordinary course of performing duties on behalf of MWL) may not be removed from the Company's premises. In addition, when an employee leaves MWL, the employee must return to the Company all related information and property that the employee has in his/her possession, including without limitation, documents, files, records, manuals, information stored on a personal computer or on a computer disc, supplies, equipment and office supplies. Intellectual property must be kept confidential and not shared. Violations of this policy is a serious offense and will result in disciplinary action.

Cell Phone Policy

MWL strictly prohibits the use of cell phones in its offices or on the premises of its Company Clients during working hours. Cell phones may be turned on silent and left in lockers or vehicles during scheduled shifts. Cell phone usage may occur during scheduled breaks so long as it does not hinder an individual's ability to return from break within the allotted time. Employees that do not follow this policy may receive disciplinary action.

Smoking Policy

MWL is aware of employee's choices to be an active smoker. Smoking is allowed under the pretenses that employee's abide by the Client Company's Policy on where and when employee's smoke. MWL strictly enforces each of the Client Company's Policy on designated smoking areas and other requirements. Employees who do not follow this policy may be subject to disciplinary action.

III. RULES OF CONDUCT

MWL expects all employees to handle themselves in a professional manner while on assignment with client companies. While we hope and expect the need for disciplinary action will be rare, when your job performance, attitude or conduct falls short of our legitimate expectations, we will take appropriate action. Such action will range from verbal and written warnings to termination. **The Company reserves the right to discharge an employee for a first offense**, depending on the nature of and particular circumstances surrounding an offense.

As you review the following rules, please keep in mind that it is not intended to be exhaustive. It is merely intended to provide you with examples of the types of conduct which may result in disciplinary action, including but not limited to:

1. Committing, attempting, or participating in theft or misappropriation of property belonging to the Company, a Client Company, a customer or an employee.
2. Abusing, destroying, hiding or removing any equipment, tools or materials from Company premises or a Client Company's premises without proper authorization.
3. Dishonesty, lying, embezzling, or falsifying or altering Company or Client Company records, no matter when discovered.
4. Punching or making entries on another employee's timecard or timesheet, or allowing another person (other than a supervisor) to punch or make entries on your timecard or timesheet, or tampering with any timecard or timesheet.
5. Carrying dangerous weapons or explosives while on Company or Client Company property.
6. Failing to cooperate in any investigation or search conducted by or on behalf of the Company or Client Company.
7. Concealing or failing to report any violation of any Company or Client Company rule.
8. Failing to cooperate with or follow the directions of security personnel, or failing to follow prescribed security procedures, or encouraging others to do so.
9. Making or publishing false statements concerning any employee, supervisor, member of management, customer, the Company, the Client Company or its products.
10. Convictions for certain felonies and certain misdemeanors, if and only if allowed under State law, except for any convictions that are annulled, pardoned, impounded, sealed, erased or expunged.
11. Violating the Company's Equal Opportunity Policy, Anti-Harassment Policy, or Anti-Workplace Violence Policy,
12. Violating the Company's Drug and Alcohol Policy.
13. Violating the Company's Attendance Policy.
14. Sleeping on the job.
15. Negligence resulting in injury to persons, or damage to Company, Client Company, customer or employee property.
16. Being insubordinate or disobedient.
17. Refusing to work a reasonable amount of overtime when required.
18. Failing to return promptly from a leave of absence upon expiration.
19. Misrepresenting the reason for a leave of absence or obtaining other employment during a leave of absence.
20. Examining or reviewing Company records or information without authorization.
21. Unauthorized use of Company or Client Company property.
22. Removing or adjusting safety devices without authorization of the supervisor.
23. Failing to follow Safety Rules, including failing to report immediately any work-related accident, injury, illness, unsafe condition(s), defective equipment or damage to Company or Client Company property, no matter how slight.
24. Failing to maintain satisfactory work performance.
25. Interfering with other employees on the job.
26. Being in an unauthorized area of the building, or bringing others into the building without authorization.
27. Horseplay.
28. Smoking or using an open flame in unauthorized locations.
29. Overstaying scheduled break periods; excessive breaks; engaging in personal business during work time.
30. Leaving or preparing to leave work station before scheduled break period, lunch or quitting time, without authorization of the supervisor.

Rules of Conduct (Continued)

31. Unauthorized selling of any items or services on Company or Client Company property.
32. Failing to record your work time properly, or falsifying time records.
33. Violating any other policy in this Handbook, or any other policy or rule imposed by the Client Company.
34. Any other conduct deemed harmful to the Company, the Client Company and/or their employees.

IV. Safety Policy

MWL is very concerned about its employees' health and safety at the job site. If you arrive at any job site and believe that it is not a safe place to work, you should advise your Supervisor and MWL Manager immediately. Please notify your MWL Manager immediately if you are assigned a different job or one that you believe is unsafe.

We work hard to have a safe, clean and comfortable work environment for all of our employees. You are responsible for working and conducting yourself in a safe manner to help promote your safety and the safety of your fellow employees. **You are expected to read, learn and comply with the following safety rules, as well as all safety rules issued by the Client Company to which you are assigned and all safety rules issued by MWL in the future.**

1. You may be assigned certain personal protective equipment (PPE) by MWL and Client Company. This equipment should be available, maintained in good condition and worn when and where required.
2. Never remove or by-pass safety devices.
3. Immediately report any equipment that needs repair, or any safety or health hazard, or any violation of our safety rules, to your MWL Manager.
4. Immediately report any accident, injury, or illness, irrespective of its size or significance, to your Client Company Supervisor and MWL Manager. (This includes any injury to any individual, where you witnessed or were involved in the injury or accident.)
5. Immediately report any unsafe condition or safety concern (such as a spill, defective machinery, etc.) to your Supervisor and MWL Manager.
6. You should not perform any task unless you are trained to do so and are aware of the hazards associated with that task.
7. If you do not have first-aid training, do not move or treat an injured person unless there is an immediate peril, such as severe bleeding or stoppage of breathing.
8. Read and obey all written safety notices, bulletins and instructions.
9. Know the location of all exits, fire extinguishers and first-aid kits in your area. Do not obstruct fire-fighting equipment, aisles or fire exits.
10. Practice good housekeeping.
11. Do not engage in horseplay, practical jokes or other conduct hazardous to you or your fellow employees.
12. Walk, do not run, on Client Company or MWL property.
13. Do not attempt to lift or push objects which are too heavy for you.
14. Keep limbs and foreign objects away from moving machinery.
15. Sit squarely and firmly in all chairs that roll or tilt.
16. Keep file desk drawers closed when not in use.
17. Wear appropriate clothing and footwear. Tie long hair back to prevent it from being caught in machinery, and not wear loose clothing or jewelry.
18. Where there exists the hazard of falling objects, wear an approved hardhat.
19. Do not leave machinery unattended if operational.
20. Use extreme caution when using hazardous liquids or materials or flammable items.
21. Stack and store materials and equipment safely.
22. Comply with MWL's Drug and Alcohol Policy.
23. The riding of a hoist hook or other equipment not designated for such purposes is prohibited at all times.
24. Do not repair or adjust machinery or equipment without first shutting off the power and following lock out/tag out procedures.
25. Do not approach operating machinery from the blind side; let the operator see you.
26. Do not overload electrical outlets.
27. Never empty a hot item into a waste basket or open receptacle.
28. Obey traffic regulations when operating vehicles. Wear a seatbelt at all times when operating or riding in vehicles.

Safety Policy (continued)

29. Always perform your assigned task in a safe and proper manner and comply with Good Manufacturing Practices (“GMP’s”); do not take shortcuts. The taking of shortcuts and ignoring of established safety rules is a leading cause of employee injury.

In short, use common sense, be alert and think safety first! If you have any questions regarding these Safety Rules that your Supervisor or MWL Manager cannot or does not answer, please do not hesitate to contact MWL’s Franchise Owners or MWL’s President.

V. YOUR WORKDAY AND COMPENSATION

Once Midwest Labor completes its selection process and you are offered the opportunity to work on assignment with one of our client companies, you will be given complete direction with all the information you need to complete your assignment. It is your duty to arrive on time, follow all rules, regulations and policies outlined in the handbook and by client companies. If you are on a temporary assignment, Midwest Labor will make every attempt to select you for a future assignment.

Selection Process

Midwest Labor does not guarantee at any point that it will have a job assignment available on a particular day or for a particular shift. Further, MWL reserves the right to modify its policies, rules, and procedures with respect to assigning temporary employees to Client Company job assignments at any time, with or without notice to its temporary employees and with or without any reason at all. Nevertheless, MWL will strive to follow these guidelines for the selection process for job assignments.

- All employees on the job the previous business day have priority.
- Any employee who had worked at the Client Company in the past will have priority.
- Any employee who has the special skill(s)

When your assignment ends, we require you to contact your local MWL office and ask to be re-assigned. If you fail to contact an MWL office for another assignment, we will assume you voluntarily resigned your position with MWL.

When you accept an assignment with MWL, we’ll provide you with:

- The company’s name and location
- Directions to the worksite
- Start date, time and projected length of assignment
- Work hours, lunch and break times
- Check-in procedures, if required
- Supervisor’s name
- Description of what you’ll do on the job
- Dress code, including any required safety equipment
- Pay rate
- Any other information you will need for your first day of employment.

This is your main source of information about your assignment, so feel free to ask as many questions as you wish. We won’t pressure you to accept an assignment - the decision is always up to you.

When you accept an assignment, remember that we’re counting on you to do your best. Midwest Labor will make every attempt to match your work schedule with hours that are acceptable by you. If you accept a job assignment through Midwest Labor you are required to arrive on time for those designed hours. We provide our client companies with a variety of shift work and varied hours 24 hours a day, 7 days per week.

Midwest Labor Is Your Employer. Whether you’re on a short- or long-term assignment with our client, you are still a MWL employee.

Call your MWL Representative to tell us if you feel MWL Anti-Harassment/Anti-Discrimination Policy is being violated.

- You’re going to be late or unable to report for work. **Not showing up for work with-out first telephoning us could be cause for termination.**
- The work you’re asked to do is substantially different from the work described to you by your MWL Representative.

YOUR WORKDAY AND COMPENSATION (continued)

- The work environment appears unsafe.
- You're sick or injured on the job, or feel you can't complete a job.
- You're unavailable for a period of time. Let us know in advance if you're planning a vacation or time off for any reason.
- You've changed your address, telephone number, email address or banking relationship that would impact direct deposit.
- You've learned new skills that may qualify you for more assignments or higher pay.
- Your assignment ends. **You must call us within 48 hours to let us know of your availability for your next assignment.**

If Injured on the Job

It's our sincere hope that you're never injured on the job. However, if you are injured, we want you to receive the best, most appropriate care without delay. If you're injured at work, notify your supervisor immediately and call your MWL Representative as soon as possible the same day. Review the Worker's Compensation section of the employee handbook for detailed directions, as not following those directions could result in a denied claim.

Weekly pay

It is your responsibility to report your time to ensure that you're paid correctly and on time. Failure to do so may delay your pay. Making sure you are paid correctly and on time is one of our most important commitments to you, but we need your help. MWL will pre-determine which route you will need to provide your time to us.

It's your responsibility to report your time by:

- Submitting your time for approval by one of the methods included in this handbook
- Accurately tracking the time you arrive and leave work, and how long you take for lunch.
- Reporting your time weekly (MWL standard work week is Monday through Sunday).

Time Reporting

Depending on the client and area where you work, you'll be asked to report your time using one of the three methods detailed here.

1. **Paper Time slips.** Instructions for the completion and submission of paper time slips are located on every time slip. In order to ensure prompt pay, time slips must be signed by the client representative and yourself and received by our Payroll Department by Monday morning at 8:00 am. Failure to have your timecards turned in by 8:00 a.m. will result in you not receiving pay for that workweek. The timecard will go onto next week's payroll. Timecards that do not have a client signature will not be accepted.
2. **Punch Clocks:** Certain clients use a standard "punch" style time clock. The client company will email/fax hours to your MWL office weekly for you.
3. **Electronic Timekeeping.** At certain client sites, you may be issued a badge that will be used for both access to the work area and for electronic timekeeping. The client company will email/fax hours to your MWL office weekly for you.

About Your Pay

You'll be paid weekly a wage determined both by your skills and our client's work requirements. Your hourly wage may vary from job to job. Your Staffing Specialist or Recruiter will tell you how much the job will pay before you accept the assignment. Your weekly pay is based on your completed and submitted time reports/timecards. As your employer, MWL will deduct from your pay the mandatory FICA, Federal, State and Local taxes

Midwest Labor provides you with **Direct Deposit at no charge.** To enroll, complete the Direct Deposit Authorization Form, which is available from your MWL Representative. Completing and signing this form gives MWL the authority to deposit your pay to your account. Your MWL office will give you instructions on the correct information needed for your direct deposit. This is the number one choice for all Midwest Labor offices as it guarantees the easiest way for you to access your earned money. Your weekly earned money will be deposited into your account on Tuesday mornings. Holidays and other circumstances may result in the occasional deposit on Wednesdays.

About Your Pay (continued)

Other pay options that may be available to you include:

- **Cash Card.** This debit card allows you convenient access to your funds at ATMs and retail locations. Note: Your Cash Card relationship is with the card provider, not Midwest Labor. Midwest Labor has all the appropriate paperwork to get you signed up for your cash card. The process is very simple and can be done the same day you are offered position through Midwest Labor. All weekly wages will be directly deposited to your cash card each week. Your weekly earned monies will be deposited to your card on Tuesday mornings. Holidays and other circumstances may result in the occasional deposit on Wednesdays
- **Paper check.** The last option is to pick up your check at your local office. This option is only available one time while you are waiting to open a bank account or you only work for a one week period. If you fail to provide us with banking information for direct deposit after your first week, you will automatically be issued a cash card. Paper checks are distributed on Fridays.

For your protection, you are the only person who can receive your payroll check, unless you submit a signed written request to the Human Resources Department for another person to receive your payroll check. You or the person who receives your paycheck may be asked to show proof of identity at the time you/she/he is to receive your paycheck.

Change of Address

To ensure prompt deposits and statements, you should contact MWL immediately if you have a change of address or financial institution. And please remember: Midwest Labor is your employer. Any questions about your pay must be directed to your Midwest Labor Representative.

Overtime

Overtime may be needed to satisfy our Client Companies' business needs. Every effort will be made to provide you with notice of any overtime work that will be required of you. You will receive overtime pay of one and one half times their regular hourly rate of pay for all hours actually worked in excess of forty (40) hours worked per week. All overtime hours must be approved by your On-Site Supervisor or Immediate Supervisor. You are not permitted to work overtime without authorization.

Midwest Labor will comply with all relevant Federal, State, and local laws regarding overtime payment.

VI. BENEFITS

Health, Dental, Vision, Term-Life, Disability Insurances

Midwest Labor offer all employees their complete Insurance packages from their first full day of employment. We carry two different types of Health coverage so that there will be an option to fit all our employees' needs. All newly hired employees' will be given the option to either accept or deny all insurance options at the time of hire. Your Midwest Labor representative will go through all the option all with other new hire paperwork.

Holidays, Vacation Days, and/or Personal Days

Midwest Labor does not provide temporary employees with holidays, vacation days, or personal days. However, if a temporary employee is staffed at a Client Company which independently provides paid holidays, paid vacation days, and/or paid personal days to Midwest Labor's temporary employees, MWL will ensure that the employee receives the time off with pay (based on a normal straight-time work day, not to exceed eight (8) hours) if such time off with pay is part of your compensation package from the Client Company. All such time off must be previously arranged with and approved by your On-Site Supervisor (or Immediate Supervisor or Office Manager, if you do not have an On-Site Supervisor) and the Client Company.

Leaves of Absence - Procedure

Occasionally it may be necessary for you to be absent from the job for an extended period of time. Leaves of absence are provided for employees who need to be absent from work temporarily, in the expectation that they will return to work. Except where a leave of absence is legally required, the Company reserves the right to

Leaves of Absence - Procedure (continued)

decide whether or not to grant a leave, and for how long, within its sole discretion.

The following are general rules which apply to all leaves of absence:

1. To apply for a leave of absence, you must complete the appropriate form, obtained from your local MWL office. The form should be submitted as soon as possible, and if the leave is foreseeable, such as with the birth of a child, it must be submitted at least 30 days in advance. (If the need for the leave is unforeseeable, you must request a leave of absence as soon as possible.) All requests for leaves of absence must be submitted in writing and approved by management before the start of the leave.
2. All leaves of absence are unpaid.
3. Employees who need to be absent from work for at least three (3) consecutive days will need to request a leave of absence.
4. Assuming you return to work in a timely fashion, a leave of absence will not affect the continuity of your employment with MWL. Your original hiring date remains the same for seniority purposes. However, because of the nature of temporary staffing agencies and the temporary nature of job assignments, MWL cannot guarantee that the particular Client Company job to which you were assigned prior to your absence will be available.
5. If you need an extension of a leave of absence, you must request such an extension, in writing, as soon as you know of the need for an extension, and before your scheduled date of return to work; however, if you are on an FMLA leave, and changed circumstances require an extension of your leave, you must notify MWL's Director of Human Resources and request the extension within two (2) business days of the changed circumstances, and you may do so even if those two (2) business days would extend past the scheduled expiration date of your FMLA leave, provided that, you may not request an extension more than two (2) business days following the scheduled expiration date of your FMLA leave. If you are on a medical or FMLA leave of absence, you must also provide written medical documentation to support the extension. Your failure to either return to work on the scheduled date of return or to apply in writing for, and get approval of, an extension prior to the applicable deadline will be considered a resignation of employment effective as of the last date of the approved leave (subject to FMLA requirements where the request for extension is filed immediately prior to the final deadline).
6. If your request for a leave of absence involves a medical condition, you must supply proper medical documentation. In addition, if your leave of absence is related to your medical condition, and you have been absent for three (3) or more days, then, before you return to work, you will be required to provide medical certification that you are able to perform the essential functions of your job, with or without reasonable accommodation.

Family and Medical Leave of Absence (FMLA)

MWL complies with the Family Medical Leave Act ("FMLA"), as well as all local and State laws regarding medical leave. To the extent a more generous State or local law applies, MWL will comply with such a law.

1. If you have been employed by the Company for at least twelve (12) months (with no break in service of seven (7) or more years except if related to USERRA covered military obligations and have worked at least 1,250 hours during the 12-month period preceding the start of the leave, and you work at or report to a work site which has fifty (50) or more Company employees within a 75-mile radius of that work site, you are eligible for up to a total of twelve (12) workweeks of unpaid leave during any rolling twelve (12) month period for one or more of the following reasons:
 - a. Because of the birth of your child and in order to care for such child (within 12 months after the birth of the child);
 - b. Because of the placement of a child with you for adoption or foster care (within 12 months of the placement of the child);
 - c. In order to care for your spouse, child, or parents if they have a "serious health condition;"
 - d. Because of a "serious health condition" that makes you unable to perform the functions of your job; or

FMLA (continued)

- e. Because of any “qualifying exigency” (as defined by the Secretary of Labor) arising out of the fact that your spouse, child, or parent is deployed on active duty in a foreign country (or has been notified of an impending call or order to active duty in a foreign county) in the Armed Forces, including the National Guard and Reserves.
2. **Serious Health Condition.** For purposes of this policy, “serious health condition” means an illness, injury, impairment or physical or mental condition that involves one of the following: a. Hospital Care. Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity relating to the same condition;
3. **Absence Plus Treatment.** A period of incapacity of more than three full consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves either: (1) treatment two (2) or more times (within 30 days and provided the first visit takes place within seven (7) days of the first day of incapacity) by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or (2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider (first visit to health care provider must take place within seven (7) days of the first day of incapacity);
4. **Pregnancy.** Any period of incapacity due to pregnancy, or for prenatal care;
5. **Chronic Conditions Requiring Treatment.** A chronic condition which: requires at least two (2) periodic visits for treatment per year by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider; which condition continues over an extended period of time; and may cause episodic rather than a continuing period of incapacity;
6. **Permanent/Long-term Conditions Requiring Supervision.** A period of incapacity which is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;
7. **Multiple Treatments (non-chronic conditions).** Any period of incapacity to receive multiple treatment (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) full consecutive calendar days in the absence of medical intervention or treatment.
8. **Qualifying Exigency Leave.** If you are an eligible employee (as defined above), you are entitled to take up to twelve (12) weeks of unpaid FMLA leave for any qualifying exigency arising out of the fact that a covered military member is on active duty or called to active duty status in a foreign country. The leave described in this paragraph is available during a 12-month rolling period, and may be taken on an intermittent or reduced leave schedule basis. You will be required to provide a copy of the covered military member’s active duty orders or other documentation issued by the military that indicates that the military member is on active duty or is called to active duty status in a foreign country and the dates of the covered military member’s active duty service. Eligible employees may take all twelve (12) weeks of his/her FMLA leave entitlement as qualifying exigency leave or the employee may take a combination of twelve (12) weeks of leave for both qualifying exigency leave or any other qualifying reason listed below.

Qualifying Exigency Leave:

- a. A “covered military member” means your spouse, son, daughter, or parent who is on active duty or called to active duty status in any foreign country in any of the Armed Forces, including a member of the National Guard or Reserves.
- b. A “qualifying exigency” includes the following broad categories: (a) short notice deployment; (b) military events and related activities; (c) childcare and school activities; (d) financial and legal arrangements; (e) counseling; (f) rest and recuperation; (g) post deployment activities, including reintegration activities, for a period of 90 days following the termination of active duty status; and, (h) additional categories that are agreed to by the employer and employee within this phrase.
- c. The phrase “son or daughter” is defined as your biological, adopted, or foster child, stepchild, legal ward, or child for whom you stood in loco parentis, of any age for qualifying exigency

Qualifying Exigency Leave (continued)

leave, who is on active duty or called to active duty status who is of any age. (Note: This definition is different from other sections of this FMLA policy).

- d. A “parent” means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to you when you were a son or daughter but it does not include “parents in law”.

9. **Military Caregiver Leave.** If you have been employed by the Company for at least twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding the start of the leave, and you work at or report to a work site which has fifty (50) or more Company employees within a 75-mile radius of that work site, and you are a spouse, child (of any age for military caregiver leave), parent or next of kin of a Covered Service member, as defined below, you are entitled to a total of twenty-six (26) workweeks of unpaid leave during a single 12-month period to care for the Covered Service member (including twelve (12) workweeks for any other FMLA qualifying reason). The leave described in this paragraph shall only be available during a single 12-month period beginning as of the date the leave commences and ending 12 months after that date (and any unused amounts are forfeited).

Military Caregiver Leave may be permitted more than once if necessary to care for a different Covered Service member (or the same Service member with multiple or subsequent injuries or illnesses) up to a combined total of twenty six (26) workweeks in a twelve (12) month period. However, your total available leave time in any single 12-month period generally may not exceed a combined total of twenty-six (26) workweeks (including FMLA time off taken for any other reason); except as provided under the FMLA regulations. You will be required to timely submit a medical certification available from our Human Resources Department or an invitational travel order or authorization from the Department of Defense as a condition of receiving approved Military Caregiver Leave. NOTE: the 12 month computation period for this type of leave differs from the other types of FMLA leave. With respect to Military Caregiver FMLA Leave:

- a. A “Covered Service member” means (1) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- b. “Outpatient status” means the status of a Covered Service Member assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- c. “Next of kin” means the nearest blood relative of that individual (regardless of age) other than an employee’s spouse, son or daughter. You are required to provide confirmation of the relationship upon request. The Service member may designate the blood relative who is considered his/her next of kin; otherwise, the following order generally will apply: blood relatives granted custody by law, brother/sister, grandparents, aunts/uncles, and then first cousins.
- d. “Serious injury or illness” means an injury or illness incurred by the Service member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the Service member’s active duty and was aggravated by service in the line of duty) that (i) may render the Service member medically unfit to perform the duties of the member’s office, grade, rank or rating, or (ii) in the case of a veteran Service member, that manifests itself before or after the member became a veteran.

10. **Spouses Employed by the Company.** If your spouse also works for the Company and you both become eligible for a leave under paragraphs 1a. or 1b. above, or for the care of a sick parent under para-

Qualifying Exigency Leave (continued)

graph 1c. above, the two of you together will be limited to a combined total of twelve (12) workweeks of leave in any rolling 12-month period. In addition, if you and your spouse both become eligible for a leave under the Military Caregiver Family Leave provision above or under a combination of the Military Caregiver Family Leave provision, paragraphs 1a. and 1b. above, or to care for your parent with a serious health condition under paragraph 1c above, the two of you together generally will be limited to a combined total of twenty-six (26) workweeks of leave in any single 12-month period.

- 11. Medical Certification.** Any request for a leave under paragraphs 1c., 1d. or under the Service member Family Leave provision above must be supported by certification issued by the applicable health care provider or the Department of Defense. You are required to submit this information on the forms provided to you and available from the Human Resources Manager or on the Invitational Travel Orders or Authorizations provided to you by the Department of Defense.

You will be required to submit a new medical certification form for each leave year for a medical condition(s) that last longer than one year. Additionally, you are required to submit a recertification of an ongoing condition every six (6) months in connection with an absence where the duration of the condition is described as “lifetime” or “unknown”.

At its discretion, the Company may require a second medical opinion and periodic recertification to support the continuation of a leave or under paragraphs 1.c. and 1.d. (except as otherwise provided by the Department of Labor). If the 1st and 2nd opinions differ, a 3rd opinion can be obtained from a health care provider jointly approved by both you and the Company (unless you accept the second opinion as determinative). A second medical opinion will not be requested for Military Caregiver Leave.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers 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, the Company asks that employees not provide any genetic information when responding to a request for medical certification regarding their own serious health conditions under this FMLA Policy. “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.

There is an exemption to GINA’s limitation on the disclosure of family medical history when an employee requests a leave of absence under the FMLA due to a family member’s serious health condition. In such situations, all information necessary to make the medical certification form complete and sufficient under the FMLA should be provided.

- 12. Intermittent Leave.** If certified as medically necessary for the serious health condition of either you or your spouse, child or parent (Paragraphs 1.c. and 1.d., above), or to care for a Covered Service member if you are a spouse, child, parent or next of kin to the Covered Service member (Paragraph 3, above), leave may be taken on an intermittent or reduced leave schedule. Intermittent leave also may be taken if you qualify for leave because of a qualifying exigency as described in Paragraph 1e, above, subject to the submission of a certification prescribed by the Secretary of Labor. If leave is requested on an intermittent basis, however, the Company may require that you transfer temporarily to an alternative position which better accommodates recurring periods of absence or to a part-time schedule, provided that the position offers equivalent pay and benefits.
- 13. Light Duty Work Assignments.** While voluntarily performing in a light duty capacity, that time does not count against your 12 week FMLA allotment and does not extinguish your right to restoration to the position you held at the beginning of your FMLA leave, which is governed by Paragraph 11 below.
- 14. Notification and Reporting Requirements.** All requests for leaves of absence must be submitted MWL at least thirty (30) days in advance of the start of the leave, except when the leave is due to an emergency or is otherwise not foreseeable. If the leave is not foreseeable, you must provide notice as soon as “practicable,” which generally means either the same day or the next business day that you learn of

the need for leave, in the absence of any unusual circumstances. A delay in submitting an FMLA leave request may result in a loss of FMLA protections and/or a delay of the start of your leave. Your supervisor will forward the request to the Director of Human Resources for approval.

You must respond to our questions relative to your leave request so that we can determine if the leave qualifies for FMLA protection; failure to do so may result in loss or delay of FMLA protections. If you are seeking leave due to an FMLA-qualifying reason for which the Company has previously granted you FMLA-protected leave, **you must specifically reference the qualifying reason or need for FMLA leave at the time of your request to be away from work.** It is not sufficient to simply “call in sick” without providing additional information which would provide the Company with reasonable cause to believe your absence/time away from work may qualify as an FMLA qualifying event. In all cases in which you are seeking leave under this policy, you shall provide such notice to the Company consistent with the Company’s established call-in procedures so long as no unusual circumstances prevent you from doing so. Failure to comply with the call-in procedures may result in a delay or denial of FMLA protected leave.

You must make an effort to schedule a leave so as not to disrupt business operations. During the leave, you may be required to report periodically on your status and your intention to return to work. Any extension of time for your leave of absence must be requested in writing prior to your scheduled date of return to work, together with written documentation to support the extension. Your failure to either return to work on the scheduled date of return or to apply in writing for an extension prior to that date will be considered to be a resignation of employment effective as of the last date of the approved leave. Employees on leaves for their own serious health condition must provide fitness-for-duty releases from their health care provider before they will be permitted to return to work. Your maximum time on a leave of absence, all types combined, and including all extensions, cannot exceed a total of twelve (12) weeks in a rolling twelve month period, unless you are a spouse, child, parent, or next of kin on leave to care for a Covered Service member, in which case your leave can last for up to twenty-six (26) workweeks in a single twelve (12) month period (unless legally required otherwise).

An Employee shall not be granted a leave of absence for the purpose of seeking or taking employment elsewhere or operating a private business. Unauthorized work while on a leave of absence will result in disciplinary action, up to and including discharge.

A leave of absence will not affect the continuity of your employment. Your original date of employment remains the same for seniority purposes. However, you will not accrue any benefits during the period you are on a leave.

15. **Employee Benefits during Family and Medical Leave of Absence.** You will be permitted to maintain health and dental insurance coverage for the duration of the leave under the same conditions coverage would have been provided if you had remained actively at work. However, you must make arrangements for the continuation of and payment of insurance premiums before you go on leave status. If you do not return to work after the leave, or if you fail to pay your portion of the premiums, you will be required, under certain circumstances, to reimburse the Company for the costs and expenses associated with insuring you during the leave.
16. **Return From a Family and Medical Leave.** If you return from your leave on or before being absent for twelve (12) workweeks in a rolling twelve (12) month period or twenty-six (26) workweeks during a single twelve (12) month period if you took a leave under the Service member Family Leave provision, you will be restored to the same or to an equivalent position to the one you held when the leave started. Of course, you have no greater right to reinstatement or to other benefits and conditions of employment than if you had been continuously employed during the FMLA leave period. In determining whether a position is “equivalent” we would look at whether the position had substantially similar terms and conditions of employment and whether the position entails similar duties, skills, efforts, responsibilities, authority, privileges and status. Given that MWL is a temporary staffing agency, we cannot guarantee that MWL will still have a relationship with the Client Company to which you were assigned prior to the leave or that MWL will still have a particular job opening available at that Client Company.

If the leave was due to your own serious health condition, you will be required to submit a fitness-for-duty certification from your health care provider in accordance with our normal policies and practices applicable to other leaves of absence, certifying that you are able to resume work and perform the essential functions of the job (either with or without a reasonable accommodation). A list of the essential job functions will be made available to you for compliance with this requirement prior to the Company designating your leave as FMLA leave. If a reasonable job safety concern exists, you also may be required to provide a fitness for duty certification up to once every 30 days before returning from an intermittent or reduced schedule FMLA leave related to your own serious health condition. Generally, a returning employee will be permitted to return to work within two (2) business days of the Company's receipt of a valid fitness for duty release.

If you fail to return to work at the expiration of your approved Family and Medical Leave, it will be considered to be a resignation of your employment with us. Likewise, an employee on FMLA leave who provides notice of their intent not to return to work upon expiration of a leave will lose their entitlement to FMLA leave and related benefits.

17. **Key Employees.** Certain highly compensated key employees may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the Company's operations. A "key" employee is a salaried Employee who is among the highest paid 10% of Employees at that location, or any location within a 75-mile radius. Employees will be notified of their status as a key employee, when applicable, after they request a Family and Medical Leave.
18. **Coordination with Other Policies.** You must substitute any accrued paid vacation days, personal time, and sick days (if you otherwise qualify) for unpaid leave under this policy, and any such paid time off must be taken concurrently with your Family and Medical Leave. If you otherwise qualify for disability pay, you will collect it at the same time you are on unpaid Family and Medical Leave.

Further, if you otherwise qualify for any other type of leave of absence, you must take that leave at the same time as you are taking your Family and Medical Leave. All time missed from work that qualifies for both Family and Medical Leave, and for workers' compensation (or any other type of lawfully allowed leave), will be counted toward your Family and Medical Leave. To receive any type of paid time off benefit while on FMLA leave, you are required to meet the Company's conditions for taking the paid leave (although the Company may in its discretion waive any procedural requirement for the paid leave in appropriate circumstances).

19. **Anti-Retaliation Provisions.** Be assured that no retaliation will be taken or tolerated against any employee who exercises his/her rights under our FMLA policy. If you feel that you have been the victim of any discrimination or retaliation under this Policy, you are encouraged to contact MWL's Director of Human Resources or the President of MWL so that the matter can be promptly investigated and remedied as appropriate.
20. **Compliance with other laws.** In administering this FMLA Policy, the Company complies with the Americans with Disabilities Act ("ADA") and any other relevant law. The Company may approve a reasonable request for an extension of a leave of absence beyond the amount of leave provided by the FMLA, approve a leave of absence for an employee who does not qualify for FMLA leave, or otherwise modify this Policy, as a reasonable accommodation for a disability under the ADA.

Personal leave of absence

Personal leaves of absence for good reasons may be granted at the sole discretion of MWL management to temporary employees. The application for the leave must state the reason(s) for the leave, the date the leave should begin, and the date you will return to work. MWL may request additional information regarding your situation, at any time during a leave. If you are granted a leave, permission to be on leave will end on the date specified by MWL (or any approved extension date). In deciding whether to grant a personal leave of absence, MWL will consider the reason for the leave and its impact on the Company's operations. In granting a personal (non-FMLA) leave of absence, you should understand that it is not possible for the Company to guarantee that a job assignment will be available when you return. A failure to return to work following completion of a personal leave of absence, or refusal to accept an offered position, will constitute a voluntary resignation.

Military Leave

Should your employment with the Company be interrupted by active military duty or by reserve training obligations, we will grant you a military leave of absence and reinstatement rights in accordance with applicable local, State and federal laws and regulations. Please contact us when you learn upon your need for a military leave of absence.

To summarize current policy, any employee who enlists or is drafted into the military or armed forces of the United States (or State National Guard or militia), and who must engage in active duty or training for such service, will be placed on an unpaid military leave of absence for the period of duty and associated travel time permitted by law. An employee must give the Company advance notice of the upcoming military leave (unless it would be unreasonable to do so). At the end of a military leave, an employee may be able to return to MWL. If an employee applies within the statutorily prescribed time period, the employee will be returned to the same or similar position, and reinstated to all benefit programs to which he or she would otherwise have been entitled. Please note: because of the nature of the temporary employee service MWL provides, the job assignment to which you were previously assigned may have ended or changed during your Service. In such a case, we will work with you to place you on a similar job assignment, if available.

Work Injury or sickness

Workers' compensation insurance is paid in full by MWL, and it goes into effect your first day on the job. Any medical or hospital expenses resulting from a work-related injury are covered by this insurance. In addition, if your injury prevents you from working, this coverage may also pay you a percentage of your average weekly earnings depending upon the nature and extent of your injury, in accordance with applicable State laws.

If you are injured while on assignment Midwest Labor will do a full investigation of the injury. You will be required to complete a lengthy report of the incident and Midwest Labor will do their own investigation on site with Client Company.

In order to ensure that you receive 100% of the benefits to which you are entitled, we ask that you help us meet our obligations to you by following the following rules:

- If you sustain an injury at work, no matter how slight, you must immediately report it to your On-Site Supervisor or Immediate Supervisor.
- You must immediately contact your MWL office to make them aware of the injury so they can determine your best mode for treatment.
- If you are in need of immediate medical attention you will be directed to a MWL-approved treatment center.
- You must receive a description of your injury and return to work restrictions form from your doctor. You must immediately bring the paperwork to your MWL office.
- You must fill out all required post-accident injury reports that Midwest Labor requires with-in 24 hours of the incident.
- Upon release to light duty, MWL will provide work for you to try to accommodate medical restrictions you may have.
- Upon release to full-duty, MWL will work with you to find a job assignment. However, MWL cannot guarantee work at the same job assignment previously held.

Pursuant to the Drug and Alcohol Policy, you will be required to take a drug test whenever there is an on-the-job accident, injury, work-related illness or property damage. You also may have to take an alcohol test if there is reasonable suspicion to believe you are under the influence of alcohol at the time of the incident. Failure or refusal to submit to the screening will be grounds for disciplinary action, up to and including termination. You will be required to take the screen at the medical facility you are sent to or your MWL office will instruct you to come into your local office so they can administer the screen.

Unemployment

When your assignment has ended, you are not automatically terminated from employment with MWL. The amount of work that each MWL office has varies daily, weekly, and seasonally. You must contact your MWL office twice a week to communicate that you are still available for work. You will be reassigned to another position that you are qualified for or reassigned to your previous position. If no work is available for a certain length of time you may be entitled to unemployment benefits.

If we have work available for you and you do not stay in touch and communicate with us, we will consider you to have abandoned your job, which may result in our protest of your unemployment claim (if filed).

Summary

All these policies can easily be summed up by saying that as an employee of MWL you be assured that we want to work with you to help you become the best you can be. We intend to treat you with respect, and we expect you treat your co-workers and our management team with the same respect and spirit of cooperation. If you have any questions or comments about anything contained in this Handbook, please feel free to discuss the matter with MWL's Managers.

Remember, when in doubt, just ask!

Certificate of Receipt

I acknowledge that I have received a have had an opportunity to read a copy of MWL’s Handbook for Temporary Employees. I understand that this Handbook is solely for the purpose of summarizing the Company’s current policies, benefits and rules, that it is not a contract or enforceable promise or guarantee of any kind, whether of employment or of any specific terms or conditions of employment or procedural rights, and that any or all portions of this Handbook may be amended or eliminated from time-to-time without advance notice. **I understand that my employment with the Company is at-will, and can be terminated either by me or by the Company at any time, for any reason, with or without notice.**

Safety Rules

I also certify that I have read, understand and will abide by MWL’s Safety Rules, which are listed in this Handbook. I understand and acknowledge that my failure to abide by Safety Rules may result in disciplinary action, up to and including termination of my employment, and/or may result in a reduction or disqualification of insurance benefits provided to me.

Anti-Discrimination and Anti-Harassment

I certify that I have read, understand and will abide by MWL’s Equal Employment Opportunity Policy, Anti-Harassment Policy, and Complaint Procedure Policy, which are contained in this Handbook. I acknowledge that:

- I will be subject to appropriate disciplinary action, up to and including discharge, if it is determined that harassment has occurred or I otherwise violated any of these policies;
- MWL has the right and obligation to investigate any and all complaints of discrimination, harassment or retaliation;
- Retaliation against any person who has complained of discrimination or harassment, filed a charge of discrimination or harassment or otherwise participates in an investigation of an allegation of discrimination or harassment will not be tolerated and will be considered in violation of this Policy; and
- To report a complaint of discrimination, harassment or retaliation, I should follow the Complaint Procedure in the Handbook

Drug and Alcohol Policy

I certify that I have read, understand and will abide by MWL’s Drug and Alcohol Policy, which is contained in this Handbook. I acknowledge that:

- I am subject to mandatory drug/alcohol testing in the circumstances stated in the Policy, subject to applicable state law.
- I may be disciplined, up to termination, for failing to comply with this Policy.

I understand that if I have any questions concerning any Policy in this Handbook, **I should contact MWL’s Managers, Franchise Owners or President**

Date: _____

Employee Signature: _____

Date: _____

Witness’ Signature: _____