



## **EMPLOYEE HANDBOOK**

**We're glad you've joined us!**

## TABLE OF CONTENTS

	<b>PAGE</b>
INTRODUCTION .....	1
Welcome .....	1
Probationary Period .....	1
Employee Status and Job Classifications .....	2
YOUR PAY AND BENEFITS AT UNIFIED STAFFING, INC .....	3
Non-FMLA Medical Leave .....	3
Family and Medical Leave (FMLA) .....	4
Breaktime for Non-Exempt Nursing Mothers .....	9
Military Service .....	9
Jury Duty .....	10
Health Insurance Continuation Coverage (COBRA) .....	10
Direct Deposit .....	10
POLICY PROHIBITING DISCRIMINATION, HARASSMENT AND RETALIATION .....	11
No-Discrimination, Harassment, or Retaliation .....	11
Sexual and Other Harassment .....	11
Complaint Procedure for Reporting Harassment, Discrimination or Retaliation .....	12
No Retaliation .....	13
Appeal Procedure .....	14
Supervisors' Responsibilities .....	14
NOTICE UNDER MICHIGAN PERSONS WITH DISABILITIES CIVIL RIGHTS ACT .....	14
COMPANY POLICY ON COMPLIANCE WITH THE LAW AND BUSINESS ETHICS .....	15
UNIFIED STAFFING'S EMPLOYEE RELATIONS .....	15
Keeping You Up-To-Date and Open Door Policies .....	15
SAFETY, SECURITY, AND PRIVACY .....	17
Safety and Accidents .....	17
Material Safety Data Sheets .....	18
Social Security Privacy .....	18
Threats and Violence .....	19
HIPAA Authorization and Personal Health Information .....	20
Policy on Substance Abuse .....	20
WHAT WE EXPECT OF YOU .....	23
Inspections and Searches .....	23
Video Cameras .....	23
Personal Property .....	23
Company Property, Supplies and Documents .....	24
Telephone, Electronic Devices, and Mail Systems .....	24

Company Issued Cell Phones or Other Electronic Devices .....25  
Computer/System, E-Mail, Voice Mail & Internet Access and Usage Policy .....26  
Dress and Grooming Code .....28  
Schedules, Lunches, and Overtime .....29  
Pay Day and Salary Payment Policy .....30  
Time Cards/Time Sheets & Time Keeping .....31  
No Solicitation or Distribution .....31  
Bulletin Boards .....32  
Confidential and Proprietary Information .....32  
Moonlighting/Outside Employment .....32  
Contracts, Monies, and Usage of Names .....33  
Smoking .....33  
Notice of Changes .....33  
Employee Licenses and Certifications .....34  
When Absent or Tardy .....34  
Reference Inquiries .....35  
Rules of Conduct .....36  
Termination of Employment and At-Will Employment Status .....38

## **LETTER FROM THE OWNERS**

Congratulations... Your special talents, ability, and willingness to learn are important qualities that we are looking for in selecting you to become a member of our team. To those of you who are joining us at Unified Staffing, Inc. (hereafter “Unified Staffing” or “Company”), we believe you have selected one of the top organizations of its kind in the Flint and surrounding areas. To those of you who have been with us, we thank you for your effort and participation. Without you, this organization could never accomplish its goals.

Unified Staffing prides itself in being the premier area supplier of temporary staff in administrative, educational, technical, and light industrial positions. It is committed to building partnerships and strong relationships with its clients, prospects, employees, and the community. Unified Staffing was started in 2009 and was founded by its three current owners – Margaret Chisholm, Jennifer Lang, and Mary Ellis – who collectively have over 30 years experience in the staffing industry. It is our goal to have a strong market presence in the area, while at the same time continuing to offer superior service to our clients at competitive rates.

This booklet summarizes many of the important programs designed to benefit you as a Unified Staffing employee.

**Welcome to our team!**

## **INTRODUCTION**

### **Welcome**

To you who are joining Unified Staffing, Inc., a sincere welcome. And, to you who have been with us longer, our thanks for your loyal cooperation which has contributed to our past growth.

This is your employee handbook. It is intended to cover all employees of the Company. Some specific policies may apply to you depending on your status as a Unified Staffing Home Office employee or Field Employee, which will be provided to you separately in an addendum to this employee handbook. Each of you, newcomer or veteran, will find this booklet (and any addendum) helpful. It describes the various benefits for which you, as an employee, are eligible and discusses the basic Company policies and rules. This employee handbook supercedes any prior contrary verbal or written handbooks, policies, statements, understandings, or agreements concerning your employment at the Company. Decisions on the interpretation and administration of all Company policies, benefits, and rules, including those in this employee handbook, are the sole responsibility of the Company.

The Company reserves the right at its sole discretion to amend the contents of this employee handbook at any time. No obligations or amendment or exception to our policies, benefits, and rules can be imposed upon the Company at any time, for any reason, except by one of the Owners and it must be in writing, directed to you personally, and signed by one or more of them. No other employee, representative, or agent of the Company had in the past or now has the authority to amend, alter, or change the Company's policies, benefits, and rules set forth in this employee handbook. Written amendments will be issued directly to employees or posted on the Company's bulletin boards.

### **Probationary Period**

During your first 90 days, we will spend time with you reviewing our Company policies and procedures. In this initial period, the Company, Unified Staffing's clients, and everyone else you come in contact with at work will get an opportunity to know you, your skills, and whether you are well-suited for the position,

and you will learn more about the Company and responsibilities of being an employee. Employees are encouraged to ask questions. It is natural for parties to a new relationship to try to create a favorable first impression and it is rare and noteworthy when performance or conduct difficulties arise in the first weeks of employment. In the event it is determined that the hiring decision has not proven to be a good match, we will let you know as soon as practicable so we may hopefully part ways without hard feelings. **Completion of this period does not imply guaranteed or continued employment, and employees' at-will status continues during and after this period.** Employees are not eligible for benefits during this time unless otherwise set forth in this employee handbook.

### **Employee Status and Job Classifications**

A *regular full-time* employee is one who is hired as such and regularly works 30 hours or more a week, and has completed 90 days or more of continuous full-time service. *Regular full-time* status will be determined solely by the Company. Employees who are not designated as *regular full-time* by the Company are classified as either part-time, temporary/seasonal employees, leased, casual, or merely full-time (*e.g.*, employees who have not reached *regular* full-time status), or inactive (*e.g.*, employees on unpaid leave of absence for medical reasons, personal reasons, etc.). Employees in these categories are not eligible for benefits, even though they may occasionally work 30 hours or more in a given week, unless otherwise set forth in this employee handbook or required by law. In addition, all employees are classified as either exempt (typically salaried) or non-exempt (typically hourly), as defined under the Fair Labor Standards Act, state laws, and applicable regulations. Lastly, employees are assigned the status of either Home Office Employees (those working at Unified Staffing's home office located in Flint, Michigan) or Field Employees (those who typically work for Unified Staffing's clients on a temporary and/or leased basis and do not regularly perform services at Unified Staffing's home office). Job classifications, employees' status, and duties are determined by the Company, and may be changed by the Company at any time as it deems appropriate.

## **YOUR PAY AND BENEFITS AT UNIFIED STAFFING, INC.**

Some of the employee benefit plans described in this booklet (or its addendums) may be subject to legal requirements concerning reporting and disclosure. This employee handbook and its addendums contain highlights of these plans. For complete details, you should consult the official plan documents for the respective plans and in case of any discrepancy, the official plan documents control. Unified Staffing, in its discretion, reserves the right to add to, modify, reduce, or eliminate any or all of the benefits or other compensation described in the employee handbook or which may otherwise be provided. Benefits beyond those listed in this employee handbook may be available, as well, and in such cases this will be communicated to you in writing in an addendum which will be provided to you separately.

### **Non-FMLA Medical Leave**

Employees who require leave due to sickness, injury, including on-the-job injury or disease, pregnancy, or pregnancy-related conditions and who do not qualify for FMLA leave may be granted an extended unpaid leave for up to 60 days in the Company's discretion. Such medical leave may be extended for an additional 30-day periods or portions thereof in the Company's discretion and in accord with applicable laws. A request for leave or leave extension must be made by the employee at the earliest date possible stating the reasons for the request and the number of days of leave, or leave extension, desired. All requests must be approved by one of the Owners.

Employees must submit a request for leave in writing and, when possible, at least 4 weeks in advance. If not possible, the notice must be provided as soon as the employee is able. A leave request must be supported by a physician's letter at the time of the leave request stating the approximate date the employee can return to work and such other medical information as the Company may require for it to evaluate the request. For any medical leave exceeding 3 days, the Company may require you to submit a written release from your doctor before returning indicating you are fit to return to work. The Company may require supplementary statements from your physician updating the Company on the status of your medical condition(s) and/or ability to continue to work with or without an accommodation as provided by law. Unified Staffing may also require you to submit to a medical examination by a doctor, selected and paid for by the Company, in order to determine if the leave request should be granted, continued, extended, or terminated.

The leave of absence, if granted, is without pay except to the extent required to maintain salaried exempt employees' status under applicable laws and regulations. Employees are prohibited from engaging in gainful employment during such leave unless they have management approval.

Unified Staffing does not make contributions toward health insurance while employees are on non-FMLA leave. Employees who wish to continue these benefits during their leave are responsible for 100% of any applicable premium payments, which must be remitted to the Company on or before the first day of the month of coverage. Failure to make a timely premium payment will result in the termination of health care benefits subject to any applicable law.

Unified Staffing is not required to hold an employee's position open indefinitely and considerations of hardship on the operation, the client worksite where you work, and your co-workers (as well as other factors) will be evaluated to determine whether and when the Company will locate other(s) to fill your position. However, if the position is no longer available, Unified Staffing may, within its discretion, attempt to place you in another open position for which you are qualified, depending on the circumstances surrounding the leave.

An employee who fails to return to work upon completion of an unpaid, non-FMLA medical leave or leave extension will be considered to have voluntarily terminated his/her employment.

#### **Family and Medical Leave (FMLA)**

Employees who have worked for the Company for 12 months or more are eligible for up to 12 weeks of unpaid leave under the Family Medical Leave Act of 1993 ("FMLA"), provided they have worked a minimum of 1,250 hours for the Company during a 12-month period immediately preceding the request for leave and work within a 75-mile radius of at least 49 other employees of the Company. Employees who reach the 12-month/1,250 hour requirement after their leave commences may have a portion of that leave designated as FMLA-qualifying if all other eligibility and qualification criteria are met.



The Company calculates the amount of leave for which employees are eligible in any 12-month period by using a rolling method measuring backward from the date an employee uses any FMLA leave. This means that each time an employee takes FMLA leave, the remaining leave entitlement becomes the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

FMLA leave may be used for: certain incapacities due to pregnancy, prenatal medical care, or the birth of the employee's child; to care for the employee's child after birth, or at the time an adoptive or foster care child is placed in the employee's home; to care for a spouse, child or a parent who has a serious health condition which renders the family member from participating in school or other daily activities; or, because of the employee's own serious health condition which renders the employee unable to perform the functions of the position. In the case of leave for childbirth and/or placement of adoptive or foster care, the leave must be completed within 12 months of the event for which leave is used.

FMLA leave may also be used in the event of a *qualifying exigency* arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active military duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Employees who are the spouse, son, daughter, parent, or next of kin (closest blood relative) of a *covered service member* (as defined in the FMLA which includes certain Armed Forces members and certain veterans) may take up to 26 weeks of FMLA leave during a single 12-month period to care for the service member.

Spouses employed by the Company may be required to aggregate their FMLA leave for a combined total of 12 weeks for the birth of their child, to care for their child after birth, for the care of a parent with a serious health condition or at the time an adoptive or foster care child is placed in their home, including the time to care for their child after placement. With respect to military caregiver leave, spouses employed by the Company may be required to aggregate their FMLA leave for a combined total of 26 weeks during any 12-month period.

A request for FMLA leave must comply with the Company's customary and usual notice and procedural requirements for time-off work, absent unusual circumstances. Requests should be made at the earliest date possible and, in the case of a foreseeable leave, including the birth, adoption, placement of a foster child or planned medical treatment, a minimum of 30 days advance notice must be provided to the Company unless absolutely not practical. Where the need for leave is not foreseeable, employees must provide notice as soon as practical and within 2 days of learning of the need for leave. Failure to provide such notice may result in the delay or denial of an employee's leave. The employee must make a reasonable effort to have any planned medical treatment scheduled so as not to unduly disrupt the Company's operations. Failure to provide the Company with sufficient information and/or timely notice may result in a delay or loss of leave benefits and/or coverage. Employees must cooperate with Company requests for information. Failure to respond to reasonable requests may result in denial of FMLA benefits for which employees may otherwise be eligible.

An employee requesting FMLA leave may substitute available paid leave time (*e.g.*, vacation, sick days, etc.) in accordance with the Company's normal leave policies. The Company may require employees to exhaust available paid leave time as part of an approved FMLA leave and any such leave shall be counted against the employee's allotment of FMLA leave. Moreover, workers' compensation and short-term disability benefits (if applicable) shall run concurrent with FMLA leave where all eligibility criteria are met. This means the time-off work, while covered by workers' compensation or disability benefit plan, still counts as FMLA leave. When an employee receives payment through workers' compensation or a disability benefit plan, the employee may not substitute other available paid leave time and the Company may not require the employee to exhaust other available paid leave time, unless otherwise provided by law.

Employees must furnish the Company with medical certification completed by the employee's health care provider within 15 days of the Company's request for certification due to your serious health condition of the employee or of a family member. Similarly, certification of adoption or placement into a foster care home, as well as for qualifying military exigencies and military caregiver needs, must be furnished by the employee within 15 days of the Company's request for certification. Failure to provide medical certification upon request by the Company, or to correct an incomplete or insufficient medical certification, may result in the denial of FMLA leave or benefits for which employees would otherwise be eligible.

The Company reserves the right to obtain a second medical opinion, at its own expense, by a health care provider who is not regularly employed by the Company to determine whether and to what extent a serious health condition exists. No second/third opinions are permitted when military caregiver leave is requested. When a conflict exists (as determined by the Company) between the employee's certification and the second opinion, a third health care provider, jointly agreed to by the Company and the employee and paid for by the Company, will have the final say on whether a serious health condition exists. Failure to authorize the release of relevant information to a health care provider conducting the second or third medical opinion may result in denial of FMLA benefits for which employees may otherwise be eligible.

In some cases, information that we need to evaluate your request or rights under the FMLA and/or this policy may be considered personal health information under the Health Insurance Portability and Accountability Act ("HIPAA"). In those cases, it may be necessary for you or a family member to promptly authorize the release of such information in writing. Failure or delay in providing such authorization may result in denial of benefits for which you may otherwise be eligible.

An employee who requests leave for the birth of the employee's child or at the time an adoptive or foster care child is placed in the employee's home may only take leave on an intermittent or reduced leave schedule, provided that the Company agrees to such an arrangement. Intermittent or reduced leave may also be taken when medically necessary in cases of serious health conditions, military caregiver, and qualifying exigency leaves without Company agreement. The Company, in its sole discretion, may temporarily transfer an employee seeking an intermittent or reduced leave due to a medical necessity to any equivalent alternative position that better accommodates the requested intermittent or reduced leave provided that he/she is qualified for the alternative position.

For any leave exceeding 3 days, the employee must submit a written release from his/her health care provider before returning to work which certifies that the employee can return to work. Failure to provide a return to work release or to cooperate in the return to work certification process may result in delay or denial of FMLA benefits for which employees may otherwise be eligible. During the leave, the Company may require periodic reports from the employee's or family member's health care provider updating the Compa-

ny on the status of the employee's or family member's health and may require periodic reports from the employee on his/her intent to return to work. Such reports may not be more frequent than every 30 days unless the Company has reason to question the validity or duration of the leave or the Company has information indicating that circumstances have changed since the prior certification.

The Company is not required to hold an employee's position open if he/she has exhausted his/her FMLA leave allotment and remains off work unless otherwise provided by law. Employees who return to work during or at the conclusion of the 12-week period (26 weeks in the case of military caregiver leave) shall be reinstated to the same or an equivalent position, as provided by law. All health care benefits for which the employee is otherwise eligible shall continue during the approved FMLA leave on the same terms as if the employee had continued to work. Failure to timely remit any required premium payment may result in the termination of health care benefits. Continuation of non-health care benefits shall be determined in accordance with those specific policies as they are set forth in this employee handbook. In addition, time missed for an approved leave shall be considered working time for purposes of vesting of certain retirement benefits but not for the accrual of other Company provided benefits.

If the employee fails to return to work upon the completion of FMLA leave, the employee will be required to reimburse the Company for the employer portion of monies expended incident to the purchase of health care benefits unless the employee does not return because of a continuation, recurrence, or onset of a serious health condition which would entitle the employee to a leave or because of other circumstances beyond his/her control. A medical certification will be required for the exemption to apply and the certification must be returned in 30 days.

The Company may deny restoration to a former position to highly compensated employees where the denial is necessary to prevent substantial and grievous economic injury to the Company's operation. Highly compensated employees are those employees who are among the highest paid 10 percent of the Company's employees. The Company will notify such a highly compensated employee of its intention to deny reinstatement on this basis as soon as the Company determines that such injury would occur. If the leave has already begun when such notice is given, and the highly compensated employee elects not to return to work immediately, the employee gives up all rights to restoration.

This policy has been developed to comply with the requirements of the FMLA and the U.S. Department of Labor's interpretive regulations. Should this policy conflict with the FMLA, the FMLA will control. The Company also retains all rights under the FMLA and regulations even though they may not be incorporated into this policy. Nothing contained in this policy shall be construed to create greater rights or benefits than provided by the FMLA or other applicable law. **Employees may find further information regarding the FMLA in the Employee Rights and Responsibilities Notice issued by the U.S. Department of Labor, a copy of which is attached as Appendix A of this employee handbook.**

#### **Breaktime for Non-Exempt Nursing Mothers**

Employees who are considered non-exempt from the overtime requirements of the Fair Labor Standards Act under Section 7 will be provided reasonable break times to express breast milk for a nursing child for up to 1 year after the birth of such child. Such breaktime will be provided each time an employee has the need to express milk, and will be unpaid in accordance with applicable laws. In such cases, the Company will provide a place (not a bathroom) that is shielded from view and free from intrusion by others (*e.g.*, coworkers and the public). If you have questions about this policy, please ask one of the Owners.

#### **Military Service**

If you are called to or voluntarily engage in uniformed/military service, you will be eligible for time-off and/or re-employment in accordance with State and Federal laws. If you go on leave or need time-off for these reasons, you are required to inform your supervisor as soon as you know so that appropriate arrangements may be made for your absence. Failure to give appropriate notice, unless you were unable to provide such, may be grounds to deny reinstatement and/or leave under this policy will be considered unpaid, except to the extent required to maintain employees' salaried exempt status under applicable laws. Employees may, however, elect to use any paid time-off benefits for which they are eligible. Employees will be reinstated in accordance with applicable law. Employees may also be asked for proof of military service, honorable discharge, or other documentation to confirm employees' eligibility for reemployment or reinstatement under applicable laws.

### **Jury Duty**

If called to jury duty, Unified Staffing will provide employees time-off in accordance with the law. Your absence will be excused, but unpaid, except to the extent required to maintain employees' salaried exempt status under the Fair Labor Standards Act, state law, and applicable regulations. When you receive your jury duty summons, immediately notify your supervisor of the day or days you expect to be absent. To the extent that you perform jury duty and can reasonably come to work (*e.g.*, for a day you are not required to report to jury duty or when your jury duty and work hours do not exceed your normal workday or go beyond your normal scheduled hours for the day), we expect you to report back to work. If you have questions about this expectation during your jury duty, call your supervisor.

### **Health Insurance Continuation Coverage (COBRA)**

Under federal law, most employers (those that sponsor health care plans and that have 20 or more employees) are required to offer covered employees and their qualified beneficiaries the opportunity to elect a temporary continuation of health coverage at group rates, when coverage under the plan would otherwise end due to certain qualifying events pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA). This rate may include a 2% administrative fee. Examples of COBRA qualifying events include: termination, layoff or leave of absence without pay; death of employee or retiree; divorce or legal separation; and, a dependent child no longer meeting eligibility requirements. Either the Company or its health insurance carrier or administrator will provide notice with further information upon the occurrence of a qualifying event. Contact one of the Owners if you have any questions.

### **Direct Deposit**

The Company offers employees the convenience of direct deposit. Employees wishing to participate will need to provide the required authorization and banking information.

**POLICY PROHIBITING DISCRIMINATION,  
HARASSMENT AND RETALIATION**

**A. No-Discrimination, Harassment, or Retaliation**

It is our philosophy and policy that any unlawful discrimination against any employee or applicant based on race, color, sex (including pregnancy), religion, national origin, age, handicap/disability, genetic information, height, weight, veteran status, marital status, or any other classification that is protected by federal, state, or local laws or ordinances, will not be allowed or tolerated. The Company also prohibits any form of harassment, derogatory or joking remarks, retaliation, or other abusive or offensive conduct directed at employees on the basis of their membership in a protected class. This policy applies to all employment practices and all work and work-related activities (*e.g.*, on business trips, during business social events, at business meetings, etc.).

**B. Sexual and Other Harassment**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Sexual harassment can, depending on the circumstances, take the following forms:

1. Unwelcome or uninvited physical contact with the body of another, even if you do not recognize the touching as offensive;
2. Sexualizing conversations, turning the subject to sex, discussion of sexual subjects, past or present romances, or double entendres;
3. Unsolicited or unwelcome flirtations, advances, comments on appearances or physical characteristics, excessive comments, leering, whistling, invitations to social outings or after work events, or propositions;
4. Improper jokes, cartoons, photos, graffiti, e-mails, voicemails, etc.;
5. Using terms of endearment, nicknames, or other monikers that suggest undue familiarity, such as "dear," "sweetie," "cupcake," "sweetheart," "darling," "honey," "handsome," etc.;

6. Displaying, discussing, or referring to pornographic, sexually explicit, or offensive materials, including magazines, bathing suit calendars, websites or live performances;
7. Conditioning continued employment of an employee upon unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature;
8. Making submission to or rejection of verbal or physical sexual conduct the basis for employment decisions affecting the employee;
9. Stating or implying that employment advances of a particular employee have resulted from the granting of sexual favors or the establishment or continuance of a sexual relationship; and/or
10. Stating or implying that deficiencies in performance of an employee are attributable in whole or in part to the gender of that person.

Most of the comments and examples regarding sexual harassment set forth above also carry over to other forms of illegal harassment, including harassment based upon race, age, disability, or any other protected status set forth above. Examples include but in no way are limited to: ethnic, racial, or religious jokes; epithets; discussions of stereotypical notions or ideas; ridicule of beliefs or cultures; disparagement of ethnic or cultural figures; and, references or symbols related to hate groups.

C. **Complaint Procedure for Reporting Harassment, Discrimination or Retaliation**

Any employee of the Company who believes he or she has been the subject of or has witnessed any discrimination, harassment, or retaliation, should report the matter to the Company at the earliest possible opportunity, regardless of the offender's position within the Company and regardless of the offender's relationship to the Company, even if it is by a non-employee such as an independent contractor, guest, client, client employee or other contact, vendor, business visitor, or any other individual. Employees have a variety of ways to report harassment, discrimination, or retaliation: Reports may be made in writing (the preferred method), in person, by telephone, by facsimile, or by e-mail.



Report the harassment, discrimination, or retaliation to one of the Owners, whose contact information is as follows:

**Margaret Chisholm - Owner**

1063 W. Hill Road, Ste. C, Flint, MI 48507

Telephone Number-810.407.6713

Facsimile Number-810.407.6795

E-Mail-[margaret@unifiedstaffing.net](mailto:margaret@unifiedstaffing.net)

**Jennifer Lang - Owner**

1063 W. Hill Road, Ste. C, Flint, MI 48507

Telephone Number-810.407.6713

Facsimile Number-810.407.6795

E-Mail-[jennifer@unifiedstaffing.net](mailto:jennifer@unifiedstaffing.net)

**Mary Ellis - Owner**

1063 W. Hill Road, Ste. C, Flint, MI 48507

Telephone Number-810.407.6713

Facsimile Number-810.407.6795

E-Mail-[mary@unifiedstaffing.net](mailto:mary@unifiedstaffing.net)

Upon receiving a complaint, the Company will immediately commence an investigation, which will include contact with you, the person against whom the complaint is made (if possible), and others who may know relevant facts. The Company will utilize all proper methods to resolve your complaint. When it is determined that an employee engaged in discrimination, harassment, or retaliation (including conduct that is considered unlawful and conduct that the Company deems a violation of this policy even if not unlawful), the offending employee will be subject to discipline up to and including termination from employment.

Further, the Company will take any other corrective steps, as deemed appropriate. Complaints of this nature will be maintained in confidence, but may be divulged to the extent necessary to complete the investigation and determine the appropriate resolution.

**D. No Retaliation**

The Company strictly prohibits retaliation against an employee (or any other individual) who has registered a complaint (whether by way of the reporting procedure in this policy or otherwise), and also prohibits retaliation against any individual that participates in an investigation of a claim for harassment, discrimination, or retaliation. Any employee of the Company who, after investigation, has been determined to have retaliated against any employee (or any other indi-

vidual) in violation of this policy will be subject to discipline, up to and including termination. If you feel you are being retaliated against in violation of this policy or witness or suspect such conduct, immediately report the retaliation in accordance with the *Complaint Procedure* (Page 12).

**E. Appeal Procedure**

If any party involved in an investigation of workplace discrimination, harassment, or retaliation is dissatisfied with the outcome or resolution, that individual may appeal the decision. If you wish to appeal, your appeal should be submitted in writing within 3 business days from the time you are informed of the decision. All appeals should be submitted to one of the Owners (see contact information under the *Complaint Procedure*). It is generally recommended that you submit your appeal to an alternate individual, if possible, from whom you placed your original complaint.

**F. Supervisors' Responsibilities**

This policy applies to all employees, including supervisors. To the extent that you serve in a supervisor capacity and are made aware of a complaint, or suspect a violation of this policy (no matter who is involved), you are required to immediately report this to one of the Owners - no exceptions! Further, the Company strongly discourages personal relationships between supervisors and employees under their supervision. If this occurs, the Company requires that this be immediately reported to one of the Owners.

**NOTICE UNDER MICHIGAN PERSONS WITH DISABILITIES CIVIL RIGHTS ACT**

Under Michigan law, handicapped/disabled employees and applicants may request an accommodation of their disability by notifying the Company in writing of the need for accommodation within 182 days of the date the disabled individual knows or should reasonably know that an accommodation is needed (this requirement does not apply to an individual's rights under the federal *Americans With Disabilities Act*). Failure to properly notify the Company may preclude any claim that the employer failed to accommodate the disabled individual under State law.

## **COMPANY POLICY ON COMPLIANCE WITH THE LAW AND BUSINESS ETHICS**

As a company and employer of our size, there are many federal, state, and local laws that we are required to adhere to. It is our policy to conduct our business in a manner that is in compliance with these laws and applicable regulations and in a manner that is consistent with the highest standards of business and professional ethics. If you become aware of a policy, practice, or procedure that is not in compliance with the law, immediately report this to the Company. Similarly, if you feel that you have been retaliated against by an individual here at the Company, or by someone who you interact with in performing your job duties, because of your opposition to any policy, practice, or procedure you believe is unlawful or unethical, report this also. All complaints should be reported to one of the Owners.

## **UNIFIED STAFFING INC.'S EMPLOYEE RELATIONS**

### **Open Door Policy**

Unified Staffing's policy has been and will continue to be maintaining an open door policy under which all employees will have the right to deal directly with their supervisors and other members of management with reference to all working conditions. Our goal is to serve our clients by providing quality service at a competitive price while providing a pleasant working environment for all employees. This is achieved by developing and maintaining a cooperative working relationship among employees based on mutual respect and understanding. We recognize the need to allow employees to call attention to work-related matters that they feel need correction or improvement. We strongly endorse an *Open Door Policy* where an employee has the right to meet with his or her supervisors or other members of management to discuss concerns. Our success has been built on the free exchange of ideas, creative management, and the identification of problem areas and their quick resolution.

The *Open Door Policy* provides you with 4 different ways to let us know your problems, suggestions, or ideas. They are direct communications, company meetings, the problem resolution procedure, and employee suggestions, as further outlined below:

1. *Direct Communications.* You are encouraged to communicate with your worksite supervisor or an Owner of the home office directly.
2. *Company meetings scheduled periodically.* Unified Staffing values your right to speak for yourself and to have your say directly with management. We also value our privilege of speaking directly with you. Accordingly, we will periodically schedule meetings with you directly to talk about various things such as business developments, economic views, changes in policies and procedures, and our accomplishments. Employees are encouraged to offer suggestions and to ask questions during these sessions. The purpose of these Company meetings is to assist in the maintenance of two-way communication between the Company and the employees.
3. *The Problem Resolution Procedure.* Because Unified Staffing strongly believes in your right to speak for yourself, and to have your own say about your employment problems, we encourage you to make your problems known. If you feel you have an employment problem, use the following procedure which guarantees that you will, by doing so, in no way place your job in jeopardy. If your problem is found to be valid, appropriate corrective action will be initiated. Take your employment problems first to your immediate supervisor for resolution. If you are not satisfied with the decision, take your problem to an Owner (or in cases where you already have approached an Owner, contact another Owner). This is done by contacting the office within 3 working days of the event giving rise to your problem to arrange a meeting. Similarly, if you want to use the successive steps, you should do so no later than 3 days after getting your response.
4. *Employee Suggestions.* We realize that we don't always have all the answers. And, we know from time to time you may have ideas on how to make our workplace better or more efficient. We appreciate and welcome your ideas. By sharing previous work experiences that have proven to be successful, the business can operate more smoothly, and the Company can continue to be a good place to work and do business. At the moment you have an idea, put your ideas into writing and turn them into an Owner.

## **SAFETY, SECURITY AND PRIVACY**

### **Safety and Accidents**

Safety and accident prevention are vital to all of us, and it is important that we strive to prevent injury to our employees, clients, and others we come in contact with while working. It is our goal that: (1) unsafe acts or conditions are promptly detected, reported, and corrected; (2) safety consciousness is instilled in all employees at all locations; and (3) all jobs are performed safely. Some important guidelines follow, but you must remember that this list is not exhaustive. You should also be proactive. With that said, the following safety procedures and practices apply:

1. It is every employee's responsibility to immediately report to management and/or the appropriate client contact any unsafe condition or practice which might cause injury to employees or other individuals or damage to equipment.
2. Employees are required to put equipment away when not using it. Orderly conditions in your workplace are important. You should at all times keep your individual work area clean and free from objects which could in any way cause accidents or injury to you or to others.
3. Employees are not permitted to work or remain on Company or client premises alone unless they have prior authorization from their supervisors or appropriate client contact. Otherwise, a supervisor must be present when employees are working after normal business hours.
4. Repair of any electrical device will ONLY be done by qualified personnel.
5. Keep all aisles and emergency exits clear at all times.
6. Always use the right tools and equipment for the job. Use them safely and only when you are qualified.
7. Never attempt to push or lift an object that could cause back injury. Ask for assistance.

You must report all accidents and job-related injuries, illnesses and diseases by no later than 24 hours after your injury and to one of the Owners, no matter how trivial you think it may be. Do not ignore small scratches or cuts, burns, bruises or abrasions--these should be treated at once. Failure to report an injury, illness, or disease could result in jeopardizing your workers' compensation claim should the injury, illness, or disease be more serious than first determined. If the accident, injury, or disease happened at work and requires medical treatment during non-business hours, you should still make attempts to get in touch with an Owner who will provide you with information for a recommended clinic. In the event you are unable to contact anyone, then you should see a doctor of your choice or go the emergency room at the hospital and immediately advise an Owner of the name of the doctor or hospital where you received treatment as soon as you are able.

### **Material Safety Data Sheets**

Material Safety Data Sheets (MSDS Sheets) should be available for all employees, in a readily accessible manner for those hazardous chemicals in the workplace. Employees cannot be terminated or discriminated against for exercising their rights, including the request for information on hazardous chemicals. Employees should be able to find MSDS sheets at their respective worksites. However, if you have questions or for any reason the forms are not available, notify an Owner.

### **Social Security Privacy**

Consistent with the Company's policies on safeguarding non-public client information, the Company recognizes that employees and others, including its clients, have privacy rights in their social security numbers in accordance with Michigan law. Accordingly, only employees with an absolute need for access to social security information will be given access to this information. Moreover, the Company treats social security numbers as confidential information. This means that the information must be kept secure in locked files and employees must have special clearance and special access codes to access the information on computers.

In those cases where authorized employees have accessed the information on their computer, under no circumstances should the information be visible to

the public on the computer screen. The best way to secure the information on a computer is to limit your access to occasions when there are no office visitors and your computer screen is not visible to those who might be passing by. The Company requires that employees shred any documents containing social security information.

Employees who access the information without proper authorization, who disclose the information or improperly dispose of documents containing social security information will be held in violation of this policy and be subject to discipline, up to and including termination.

### **Threats and Violence**

Acts and threats of violence will not be tolerated (whether serious or made as a joke, prank, in jest, or in connection with horseplay). For our purposes, a threat or act of violence shall include, but not be limited to, any act or gesture: intended to harass or intimidate another person; likely to damage company property; or, likely to leave another person injured or fearing injury.

Some examples of conduct that will not be tolerated include: yelling, using profanity, verbally abusing others, getting physically close to others, etc. Similarly, prohibited behaviors include physical actions, even if short of actual contact/injury (*e.g.*, moving closer aggressively), general oral or written threats to people or property (*e.g.*, “you better watch your back” or “I’ll get you”) as well as implicit threats (*e.g.*, “You’ll be sorry” or “This isn’t over”) which cause intimidation, helplessness, or fear in another. Violent behavior includes: any physical assault, with or without weapons, behavior that a reasonable person would interpret as being potentially violent (*e.g.*, throwing things, pounding on a desk or door, or destroying property); or, specific threats to inflict physical harm (*e.g.*, a threat to hit, punch, slap, or shoot a named individual). Further, the Company strictly prohibits the possession of guns or other weapons at work or while on duty. This means employees may not even bring weapons into parking lots or leave them in cars no matter what the reason.

All employees are responsible for helping to maintain a violence-free workplace. To that end, each employee is required to conduct him or herself accordingly. In addition, any employee experiencing an act or threat of vio-

lence, or who may know or suspect such activity, is required to report such act or threat to his or her supervisor and an Owner of the Company immediately. This includes conduct by employees as well as anyone else (e.g., clients, vendors, visitors, etc.).

Employees should not place themselves in peril. If an employee sees or hears a disturbance or commotion, he/she should not try to get involved or try to get a better view. Instead, employees should report the conduct to management as outlined above. Also, we encourage employees to bring to management's attention any dispute or difference so that we may attempt to address the situation before it escalates into potential violence. Each act or threat of violence will be investigated and appropriate action will be taken. Any such act, threat of violence, or other violation of this policy may lead to discipline, up to and including termination.

#### **HIPAA Authorization and Personal Health Information**

Occasionally, Unified Staffing has the need for medical information concerning applicants and employees for such matters including but not limited to: post-offer/pre-hire physical examinations; treatment and investigation of work-related injuries, illness, and diseases; assessment and accommodation of disabilities under the Americans with Disabilities Act or similar state laws; and, threat assessment and/or substance abuse testing. In many cases, such information may constitute personal health information under the Health Insurance Portability and Accountability Act ("HIPAA"). When the Company's need for personal health information arises, employees are required to execute HIPAA authorizations. Failure to execute a HIPAA authorization will be considered a failure to cooperate with the Company and may result in the loss of protection under the program for which the information is needed, such as the denial of accommodation or leave requested. In addition, under appropriate circumstances, failure to provide authorization may lead to discipline, up to and including termination.

#### **Policy on Substance Abuse**

It is essential that all employees be alert and in full possession of their faculties when working to protect the safety of our work force, our work place and any worksite at a client location, and the public, as well as promote high



standards of conduct, integrity and efficiency. Being under the influence of or being impaired by alcohol, controlled substances, or illegal drugs can cause permanent injury or death. As part of the Company's commitment to maintaining a safe and drug-free workplace, all employees are expected to follow these rules:

- Employees are prohibited from using or consuming alcohol, controlled substances, or illegal drugs on the job or while performing any work.
- Employees are prohibited from reporting to work in an unfit condition, being under the influence of, or having in their system alcohol, illegal drugs, controlled substances, or metabolites of any controlled substance, or while working (this means in any capacity and is not limited by any definition of impairment or influence used under civil or criminal statutes).
- No employee may manufacture, possess, sell, dispense, or distribute alcohol, illegal drugs, or controlled substances while on Company or client worksite property or otherwise while working.

The Company also prohibits the use of over-the-counter medication which can affect workplace performance or safety. This policy does not prohibit the use of a controlled substance prescribed or authorized by a medical practitioner so long as the employee's use is consistent with safe, efficient, and effective performance of the employee's duties and the substance is used at the dosage prescribed or authorized. Employees may not, however, ingest cannabis (marijuana) at work or report to work while under the influence of cannabis even if prescribed by a licensed physician.

Employees may not operate a Company or client vehicle or drive during working time after they have consumed alcohol or taken any controlled substances or illegal drugs, or have alcohol, a controlled substance, or any metabolite of a controlled substance in their system or if their ability to operate a vehicle is impaired in any way.

Unified Staffing reserves the right to require employees and applicants for employment to undergo urine or breath testing (or any other substance abuse testing adopted by the Company or ordered by the client), including but not limited to, pre-employment, upon reasonable suspicion, in connection with an employee's return to work after an absence of more than 12 weeks, post-accident or injury (no matter who is at fault), at a client's request, and randomly in the Company's discretion.

Any employee who performs work for Unified Staffing on and after the effective date of this policy (as amended) shall be deemed to have consented to testing under the conditions set forth herein. Nothing in this policy requires the Company to undertake testing as a prerequisite to any disciplinary action or restricts the discretion of the Company to proceed based solely on the evidence of behavior, personal observations, or other evidence.

Employees, who violate this policy, fail a required test (including testing positive for alcohol, a controlled substance, or related metabolites in their system), refuse to sign a required consent, or refuse a test will be subject to discipline up to and including immediate termination.

## WHAT WE EXPECT OF YOU

### Inspections and Searches

Although Unified Staffing or its clients may provide desks, computers, cell phones, etc. (among other things) for the convenience of employees and for their use in connection with work, they remain the sole property of the Company or the client, as appropriate. The Company or the client (if appropriate) reserves the right to access and inspect these items as well as any articles or containers found in them, at any time, either with or without prior notice. Also, the Company, client, or their representative, may inspect persons entering and/or leaving the premises or any job sites, and any packages, purses or other personal belongings in their possession. This is to facilitate enforcement of this policy, to promote a safe workplace, prevent and detect theft, and ensure compliance with various Company policies. Any employee who wishes to avoid inspection of items or materials should not bring them onto the Company's premises or with them when they are otherwise conducting work (*e.g.*, to client worksites). **Employees shall have no right or expectation of privacy in any item or location that the Company or its clients may inspect pursuant to this policy.**

### Video Cameras

Depending on your particular worksite, the client where you are placed may have systems in place to monitor and/or record telephone calls, or videotape certain aspects of your employment. Calls may be monitored, recorded, listened to, or shared with representatives or agents of the Company or its clients, or other individuals or entities within the Company or the client's discretion. Also, clients may have installed video cameras in certain indoor and outdoor areas of the property (but not in any private bathroom area). These cameras may record video, sound, and other information. Accordingly, employees shall have no right or expectation of privacy in any information, data, pictures, etc. that may be tracked, recorded, assessed, or otherwise obtained in any recording, videotape, etc. as outlined herein.

### Personal Property

Neither the Company nor its clients are responsible for personal property or items that employees bring to work, including but not limited to vehicles, purses, wallets, cell phone or other devices, ruined clothing, or any other personal belongings.

### **Company Property, Supplies and Documents**

Unified Staffing and its clients may supply the use of and provides some equipment, tools, and supplies (*e.g.*, name badges, keys), as well as documents, for employees to use in the performance of their job duties. All property provided to you must be returned to the Company (or client, if appropriate) in the condition it was received. Employees are responsible for the care of items in their possession, and may be held responsible for the loss or damage (beyond normal wear and tear) of items that are in their possession, to the extent permitted by law. And, upon your termination of employment with the Company, for any reason, or upon the Company's or a client's request, these items must be returned to the Company or client (as appropriate) or you may be charged, to the extent permitted by law. Before issuing you these items, the Company or its client may require you to sign a form acknowledging these requirements.

### **Telephone, Electronic Devices and Mail Systems**

The Company, its clients, and your co-workers deserve your full attention to your duties. Therefore, we ask that you keep personal telephone calls and text messages to a minimum. Ringing personal cell phones or other devices are disruptive, and can interfere with your ability to offer prompt and professional service. Further, surfing the internet, text messaging, playing games, or other activities on your telephone or other device is disruptive. Accordingly, if you bring these devices to work, we ask that you put them on vibrate or silent modes while working and refrain from using them during your working time. You should tell your friends and family to limit their calls and text messages to you and suggest that they contact you during your lunch period or outside of work hours. Personal telephone calls on Company or client telephones are permitted only in cases of an emergency. Employees may not place personal long distance, information calls, or toll calls without prior approval.

Also, the use of the employer-paid or client-paid postage for personal correspondence is not permitted. Employees should not have personal items delivered to the Company or any client worksite. All mail addressed to employees is presumed to be work-related, and the Company or the client reserves the right to open all mail that is forwarded to its home office or any worksite where you work. **Employees have no right or expectation of privacy in any such items.**

Employees who drive as part of their job duties (whether regularly, occasionally, or incidentally) are expected to refrain from using a cell phone, PDA, or other handheld device while driving in connection with their job duties. This prohibition extends to any capacity, including calling, text-writing, surfing the internet, etc. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call, or otherwise using any similar device. If acceptance of a call is unavoidable and pulling over is not an option, you should keep calls short, use hands free options if available, and keep your eyes on the road. Special care should be taken in situations where there is heavy traffic, inclement weather, or where driving in an unfamiliar area. Further, employees are required to adhere to all applicable laws prohibiting texting while driving.

#### **Company Issued Cell Phones or Other Electronic Devices**

Where job or business needs require (as determined solely by the Company), we may issue a business cellular phone or other similar device to an employee for work-related communications and activities. Such items are to be used for business purposes only and employees must follow all guidelines set forth in the *Telephones, Electronic Devices, and Mail Systems* policy. Employees will be provided with limited minutes each month. Employees are expected to protect the equipment from loss, theft, or damage. And, employees are required to return, or allow the Company to inspect, any issued item upon request at any time for any reason. Also, they must be returned upon termination of employment. Employees will be responsible for lost, damaged, or non-returned items, as well as any additional charges to the extent permitted by law and will be asked to sign a form acknowledging their responsibilities. Any additional charges, including but not limited to those associated with minutes beyond the monthly allotment, directory assistance, text messaging, etc., or costs associated with lost, damaged, or non-returned items, will be the sole responsibility of the employee. **Employees have no right or expectation to privacy with regard to such items, including but not limited to billing information, information programmed in the phone/device/etc., history information, etc.**

Any employees issued a business cellular phone or other similar device is strictly prohibited from using his/her own cellular phone or other similar device for business without express written management authorization. In cases where management has authorized use of personal equipment, employees will be required to cooperate with a member of management and/or desig-

nated representative, upon termination or as otherwise requested, to inspect business-related information and/or remove information which is confidential or proprietary to the Company. **As above, employees have no right or expectation to privacy with regard to such information.**

#### **Computer/System, E-Mail, Voicemail & Internet Access and Usage Policy**

As part of our communication systems, we utilize electronic mail (e-mail), voicemail, the Internet, and other similar systems. These systems enhance our ability to communicate and conduct business efficiently. We use the Internet to access important business information, and use e-mail and voicemail to communicate internally, as well as with our clients, potential clients, and suppliers. Similarly, our clients use these same systems for these purposes.

As with all of our electronic and communication systems, the Company's computers, computer files, all e-mail and voicemail systems, all Internet access systems, and similar systems, whether hardware or software (for purposes of this policy, collectively referenced as "Company Systems") are Company property and are to be used for Company business only. Further, any client's computers, computer files, all e-mail and voicemail systems, all Internet access systems, and similar systems, whether hardware or software (for purposes of this policy, collectively referenced as "Client Systems") are client property and are to be used for work-related and authorized purposes only. All messages generated, composed, created, transmitted (uploaded), received (downloaded), stored on the Company Systems/Client Systems are and remain the property of the Company or client irrespective of their content and no employee has a proprietary interest in this information. Even when messages are deleted or erased, or protected by password, it may be possible to retrieve and read them. All software is registered to the Company or client, and employee duplication is prohibited.

Employees may be given Company Systems/Client Systems access by way of Company/client assigned usernames and passwords. Employees are prohibited from allowing others to use any Company Systems/Client Systems from their account, from disclosing without authorization their access information, from using a Company System/Client System using another employee's username or password, from changing Company/client assigned usernames or passwords, or from taking any other action that would jeopardize the security of Company Systems/Client Systems, without prior management approval. An employee's use of a Company/client password or access code does not restrict or limit the Company/client's right to access and review Company Systems/Client Systems or to review information in any form on those Company Systems/Client Systems. If any password or similar security information is assigned or changed in any Company System/Client Systems, or with respect to documents, files, etc. within such

systems, employees must have proper authorization from management to do so and immediately notify a proper member of management with the appropriate password/security information.

Any use (whether work-related, personal, or during nonworking time) of the Company Systems/Client Systems may be monitored, accessed, audited and/or copied by the Company/client, including but not limited to, monitoring: Internet sites visited; Internet chat groups or newsgroups visited; information downloaded or uploaded, or e-mails; and, voicemails or other messages sent or received.

Employees are only authorized to retrieve and read information on the Company Systems/Client Systems, including but not limited to, computer files, e-mail messages, voicemail or Internet messages, that are specifically addressed or directed to them or which they have Company/client authorization to access. Using Company Systems/Client Systems for solicitation, advertising or proselytizing is prohibited.

The content of e-mail, voicemail and other Internet messages must not be objectionable. Creating, transmitting (uploading), copying or receiving (downloading) messages of an offensive, defamatory, derogatory, objectionable or disruptive nature is a violation of Company policy. This includes but is not limited to, any material that would be considered in violation of the *Policy Prohibiting Discrimination, Harassment, and Retaliation*. Any information that is considered confidential should not be discussed over any systems that are not internal (e.g., over Internet chat groups, etc.).

The Company reserves and intends to exercise the right to review, audit, intercept, monitor, inspect, access and disclose, with or without notice, permission or consent, all Company Systems, including, but not limited to, computer files or e-mail, voicemail, or Internet messages which employees create, transmit, copy or receive. Clients at any worksite where you work retain these same rights. Such action may occur during or after working hours. The content or information associated with the above may be disclosed within the Company, and to third-parties, without the employee's permission and without regard to whether it is business-related or personal.

Employees' use of any Company System/Client Systems constitutes full acceptance with the terms of this policy, and to any and all Company/client monitoring of that use consistent with this policy. **Employees shall have no right or expectation of privacy in any Company System or associated messages, information, etc.**

### **Dress and Grooming Code**

Our dress requirements are simple and reasonable – we expect you to dress neatly and avoid any apparel that may not be in keeping with good business taste and safety standards. We also expect you to dress consistent with the duties and responsibilities of your position. Although by no means inclusive, the following are a few dress requirements:

1. Garments should cover the body and not be see-through or revealing.
2. Clothing containing suggestive words or pictures should not be worn. Examples include: obscenity, nudity, and other suggestive printed designs on any items including hats, blouses, shirts, and pants.
3. Wear shoes that are comfortable and safe. Footwear must be appropriate for the job performed.
4. Personal adornments, such as body piercings and tattoos, should not be visible. For example, pins, studs, or rings may not be worn in the nose, eyebrows, tongue, in or around the lips, etc.
5. Unacceptable clothing includes but is not limited to: tube tops or shirts that reveal the midriff or have low necklines; spaghetti strap, strapless, or backless tops or dresses; spandex; short skirts or dresses (*e.g.*, more than 2 inches above the knee); sheer clothing; garments that are revealing, distracting or provocative (*e.g.*, underwear that is visible through clothing or above the waistline of your pants).
6. Jewelry should be minimal.

In addition to the above guidelines, good personal hygiene is also expected of all employees, at all times. While by no means inclusive, the following are illustrative of what good hygiene habits include:

1. Bathe or shower daily.
2. Maintain good dental hygiene.
3. Keep hair clean, and either shave daily or keep facial hair neatly trimmed.



4. Keep your nails clean and neatly trimmed or manicured.
5. Use deodorant.
6. As a courtesy to co-workers, perfumes/colognes/after-shaves/body odors should be unobtrusive as some individuals may be sensitive to strong smells.

**Employees must follow any uniform or dress directive communicated to them by the client where they are assigned to work, which may be stricter or in addition to the guidelines set forth above.**

#### **Schedules, Lunches, and Overtime**

At the Company, our business hours are generally Monday through Thursday, 8 a.m. to 5 p.m., and Friday 8 a.m. to 4 p.m. You will be provided your schedule which may or may not coincide with these hours. However, the demands of our business require flexibility in the work schedules and from time to time, it may be necessary for the Company to require you to work overtime, weekends, outside our business hours, or beyond your normal or otherwise communicated schedule. Guidelines for following employee schedules vary, depending on their position of *exempt* or *non-exempt*, as set forth below:

##### **1. Non-Exempt Employees**

Non-exempt employees are expected to report to work as scheduled, and leave no earlier than scheduled, unless prior arrangements have been made with management. Promptness is important so that other employees, and most important, our clients, are not kept waiting. If you are an hourly employee, your lunch period is intended as your own personal time. Employees may do as they please during their lunch period but may or may not leave the premises. Non-exempt employees are required to record their lunch periods accurately in their time-sheets or on their time-cards (as applicable), and are not allowed to work during their lunch periods unless they have supervisors' authorization.

From time to time, depending on business situations or production demands, employees may be asked to work overtime hours, including before or after their regularly scheduled time or days beyond their normal workdays, or through their normal breaks or lunches. In these cases, the supervisor will attempt to give you sufficient notice concerning scheduled changes. However, non-exempt employees are not permitted to work overtime (*e.g.*, more than 40

hours in a workweek) or beyond their normal work schedule (*e.g.*, coming in early, leaving late, or working during their lunch) without advance approval from his/her supervisor. Non-exempt employees who work overtime without authorization or who fail to work overtime when requested may be subject to discipline up to and including termination.

Non-exempt employees (as determined by the Fair Labor Standards Act, its regulations, and other applicable federal or state laws), receive overtime pay at the rate of time and one-half for all hours worked in excess of 40 hours in any workweek. Only actual hours worked will be considered, and time away from work (*e.g.*, holidays or vacation) will not be counted when computing overtime.

## **2. Exempt Employees**

In addition to our expectation that all employees be here during our normal business hours, unless alternate arrangements have been made with management, white collar exempt employees (*e.g.*, certain executive, professional, or administrative employees, certain outside salesmen, and certain computer employees) are also required to work any additional hours necessary to promptly and adequately complete their assigned duties. Pursuant to state and federal laws, white collar exempt employees receive a predetermined salary in most cases, and most exempt employees are not paid additional compensation or other benefits, for overtime hours.

### **Pay Day and Salary Payment Policy**

Workweeks are measured from Monday to Sunday, and you will be paid every Thursday for the workweek ending the previous Sunday. If you have elected to receive your pay by direct deposit, it is guaranteed to be deposited into your account no later than Friday of each week. If you will not be here on a payday, and want us to give your check to another person, you must authorize release of your check to others in writing.

The Company intends to pay exempt employees, who are paid on a salary basis, in accordance with the Fair Labor Standards Act, state law, and applicable regulations, and will not make improper deductions. Any employee who feels that he/she has been subject to an improper deduction should contact one of the Owners. To the extent your complaint has merit, the Company will correct its mistake to promptly reimburse you and take steps to prevent similar improper deductions in the future.

### **Time Cards/Time Sheets & Time Keeping**

All non-exempt employees are required to keep track of their time worked. We may also request that certain exempt employees track their time, as well. In such cases, you will be provided with either a time-sheet or time-card, depending on your worksite. You are expected to maintain an accurate record of your time by personally and carefully punching your time card and/or completing your time-sheet daily. Employees using time cards are expected to use the time card to punch in when they are on duty (*e.g.*, when reporting in the morning or after lunch) and to punch out when they leave their duties (*e.g.*, when going to lunch, leaving for the day, or otherwise not working). Similarly, if you are required to use a time-sheet, this same information should be accurately recorded. **Employees who fill out time-sheets are required to fax their timesheets to the home office by no later than Monday of each workweek to the following facsimile number: 810.407.6795.** All time will be figured on the actual hours worked. This means that if you are scheduled to work, and arrive 15 minutes late, you will not be paid for the 15 minutes you were scheduled but were not working. Punching any other employee's time card in or out, having another employee punch your time card, or falsification of any time record, is strictly prohibited and may result in discipline up to and including termination. Employees who turn their time in late may experience a delay in their pay.

### **No Solicitation or Distribution**

Our company will continue as a successful competitor in the industry if we devote our full attention to quality work, and do so at all client sites, as well. As a consequence, employees may not use times when they are required to be actively performing their job duties, or interfere with other employees who are required to be actively performing their job duties, to sell, collect, or solicit for any other business, organization, or cause. Also, in the interest of maintaining clean and orderly facilities and worksites, employees are not permitted to distribute any non-work advertising materials, or other non-work items, during times when they or persons they are distributing to, are actively performing work duties, or at any time in work areas. Non-employees are not permitted to solicit or distribute advertisements, literature, or other non-work matter on Company property at any time. There shall be no solicitation of clients or vendors for non-business related activities at any time.

### **Bulletin Boards**

Information regarding your employment is oftentimes posted on the Company bulletin board for your guidance. This bulletin board is for Company use only. Please make it a practice of reading the notices and information posted on the bulletin board regularly.

### **Confidential and Proprietary Information**

The Company's business is extremely competitive and the Company must take every precaution to insure that its processes, methods, and trade secrets are protected. In the course of your employment, you will be exposed to and will learn confidential information, including but not limited to: client lists, identity, and contact information; prospects; preferred suppliers or shippers; techniques, cost structures, bidding strategies, pricing information, and profit margins; billing rates; negative research (*e.g.*, which clients least likely to utilize services), materials, components, or recipes; manufacturing processes or unique bundling of concepts; equipment; research; consultants; candidates for placement; resources; information regarding employees' addresses, job skills, past employment history, and employment; and other confidential information. The Company will take every reasonable precaution to insure that this information does not come into the possession of our competitors and impair our opportunities for success. However, your role in that process is key, and you should never download, copy, or disclose any of the above information about the Company to anyone other than authorized persons as determined by the Company. Employees who are unsure about the confidential nature of specific information should consult with management. Further, any request for confidential information should be passed along to management.

### **Moonlighting/Outside Employment**

Employees must not have any additional jobs that are either inconsistent with the Company's interests, or have a detrimental impact on the Company's image with its clients and the public. Also, outside activities must not require devoting such time and effort that the employee's work for Unified Staffing would be adversely affected. For any Home Office employee or Field employee working a full-time schedule, before obtaining outside employment, you must first get approval from an Owner and any change in the status of outside work must also be immediately reported.

### **Contracts, Monies, and Usage of Names**

The only authorized signatures for approval of any contract committing the Company is an Owner. Also, when dealing with individuals or clients, employees must direct them to write such checks payable to the Company and any checks, monies, etc. received must be immediately turned in to management. Employees are prohibited from purchasing for personal use any item from any supplier under the Company's name or from receiving monies directly from any client (for wages, expenses, etc.). Further, employees may not use any Company stationary for personal use or without proper authorization. Lastly, employees may not use the Company's name for any political, personal, or charitable activity without written authorization from management.

### **Smoking**

Effective May 1, 2010, Michigan law provides that an individual shall not smoke in a public place, which in most cases specifically includes any enclosed indoor work area at places of employment. Accordingly, all Michigan employees are strictly prohibited from smoking in any indoor, enclosed work area, in accordance with the law. Further, employees are required to adhere to any rules, ordinances, etc. applicable to their specific worksite. In cases where smoking is permitted on the premises, employees are required to smoke in designated smoking areas only and are required to properly discard smoking materials (including matches) in a designated receptacle. Do not litter or discard these items in the trash as this would pose a fire hazard. Employees are not provided with specific break times, etc. and should refrain from smoking except during designated lunch or break periods and should not abuse this privilege (*e.g.*, by taking breaks during critical periods, excessively, or for long durations). Employees who violate this policy will be subject to discipline, up to and including termination. Further, employees who violate Michigan's no smoking law may be subject to monetary fines of \$100 for first offenses or \$500 for second and subsequent offenses, or injunctive action.

### **Notice of Changes**

For your protection, convenience and benefit, you are requested to notify the office immediately of any change in your name, address, phone number or number of dependents. Keeping this information accurate enables us to reach you in an emergency, forward your mail and W-2 forms, maintain your insurance and other benefits (if applicable) and compute your payroll deductions. This personal information will be handled with complete confidence in accordance with the law.

### **Employee Licenses and Certifications**

Employees in certain positions are required to have specific licenses, certifications, or permits. Employees in such positions are required to keep their licenses, certifications, or permits up-to-date, and remain in good standing. Also, employees in these positions are expected to provide the Company with proof of their current professional licenses, certifications, or permits, as well as renewals upon expiration.

### **When Absent or Tardy**

To maintain a productive work force, the Company expects employees to be reliable and punctual in reporting for work. Work schedules are disrupted when employees are absent or tardy. Tardiness and absenteeism also place additional burdens on your fellow employees and on our clients. If you know you must be absent or late on a certain day, discuss it in advance with your supervisor to seek advance approval of your absence or tardiness. Your request will be given serious consideration.

When you do not have advance approval and cannot avoid being late or absent from work, must be away from work for part of the day, or are unable to work as scheduled due to an unexpected illness or other unavoidable reasons, you are expected to call by the start of your shift. When it is after normal business hours, you should leave a message on the main office's telephone number at 810.407.6713, and also call the client where you are assigned. In those rare circumstances, the employee must call as soon as he/she is able but in no event more than 30 minutes before your assigned start-time. Employees must inform the appropriate individual(s) each day that they will be absent, unless their absence has been excused in advance.

Failure to notify the Company, as required, of your absence will result in your absence being considered UNEXCUSED, regardless of the reason for your absence. If you do not report to work and fail to notify the Company as to the reason for your absence, or walk off the job without notifying the Company and your client contact at the worksite personally, the Company will consider you a voluntary quit and process your termination.

When you call in, you will be asked to provide the reason for your absence and when (date and time) you expect to return to work. Reporting an absence does not necessarily excuse the absence. You should know that you

may be required to substantiate the reason for your absence or lateness. It is your responsibility to verify the accuracy of any and all information presented to the Company by you or anyone on your behalf. Doctors' notes which do not reflect consultation/treatment at the time of the absence will be disregarded.

**The Company reserves the right to apply any unused time-off benefits, in any increment, to any absences as appropriate under the circumstances. Employees are not permitted to use these benefits, however, for unexcused absences without management approval and as set forth in the particular policies.**

Excessive or unauthorized absences or tardiness will result in disciplinary action, up to and including termination of your employment.

#### **Reference Inquiries**

If you are contacted about a reference check of a present or former employee, forward or direct such inquiries to Unified Staffing. Nobody else is authorized to respond to such requests. In response to a request for employment information, the information furnished by the Company will generally be limited to the employee or former employee's name, job title, dates of employment, and confirmation of amounts earned.

### **Rules of Conduct**

We have certain rules of conduct that have to be followed if we are to get our work done in an efficient and orderly way. Your cooperation is essential, and we urge you to familiarize yourself with those rules of prohibited conduct listed below so you know what is and is not acceptable behavior. Based on common sense and good judgment, these rules are designed to protect your rights, the rights of your fellow employees as well as the rights of our clients. Violations of the following rules which prohibit the indicated behavior will, in the discretion of the Company, result in disciplinary action up to and including termination:

1. Poor work performance;
2. Insubordination (disobedience to authority or failure to follow instructions);
3. Theft, unauthorized removal of property, or misappropriation of funds of either the company, employees, clients, client employees, or other persons employees deal with in conducting their duties;
4. Refusal to participate in any Company or client investigation or in the maintenance of a safe workplace, including but not limited to investigations related to suspected rule violations, suspected legal violations, or client investigations;
5. Horseplay, scuffling, running, or throwing material or other objects;
6. Causing hazardous or unsafe working conditions or engaging in any action which threatens the safe and efficient operation of the Company or client;
7. Possession of hazardous or dangerous property such as weapons, firearms, or chemicals on Company or client premises, during working hours, or while otherwise performing work duties;
8. Falsification of personnel or other records, dishonesty (including the submission of false or inaccurate records developed by others), or omissions of material information;
9. Restricting or interfering with production or attempting to induce others to do so;
10. Damage to, destruction of, or misuse of property and equipment belonging to the Company or its employees, clients, or other persons with whom employees interact in performing their work duties;



11. Leaving the job before the end of the assigned schedule without permission, walking off the job or wasting time, loafing, sleeping on the job, neglect or failure to perform assigned duties, or being away from an assigned work area or wasting time without permission;
12. Use of personal radios, tape players, cameras, MP3 players/recorders, TV's or other similar media at work without authorization;
13. Conducting personal business on Company time and/or company or client property;
14. Engaging in other employment without prior approval by the Company including while on FMLA leave, on non-FMLA medical leave, or while on a personal leave of absence;
15. Dumping personal items in trash or dumpsters of the Company or client;
16. Lending keys to Company or client property to unauthorized persons or duplicating or allowing duplication of keys without prior authorization;
17. Personal conduct which is obnoxious or abusive of other employees including gossip, rumors, and statements of a defamatory nature;
18. Failure to keep work area clean;
19. Unauthorized entry into Company or client premises during non-working hours;
20. Violation of any policy contained in this employee handbook, or any work-rule applicable to the worksite where you are employed (*e.g.*, client communicated workrules, etc.).

The above rules are not intended to be all-inclusive of the proper standards of conduct or other obligations of employees. The Company reserves the right to take disciplinary action for other offenses not specifically listed here. Disciplinary action may include, but not necessarily be limited to: a verbal warning, one or more written warnings, suspension without pay, and termination. The Company shall not be required to utilize any particular form or manner of discipline, and does not guarantee that one form of action will necessarily precede the other (*e.g.*, progressive disciplinary action), and does not guarantee any other redress for any work rule violation or misconduct. The choice of discipline issued is within the Company's sole determination. This listing of Rules of Conduct and

any discipline taken under these rules does not modify the at-will status explained in the *Termination-Leaving Employment and At-Will Employment Status* section of this employee handbook.

#### **Termination of Employment and At-Will Employment Status**

All employees are requested to submit, in writing, notice of intent to leave employment at least 2 weeks prior to their anticipated last day of work. All employees' employment, compensation, and benefits are at will. This means that just as any employee may resign at any time, for any reason or for no reason at all, with or without cause, the Company reserves the right to release an employee and/or change compensation or benefits at any time, for any reason or for no reason at all, and with or without cause. Owners are the only persons with authority to make an exception to this policy, and it must be in writing, directed to you personally, and signed by one or more of them. This policy applies to all of our employees, irrespective of their length of service, and will continue to apply to your employment as long as you work for Unified Staffing. All benefits stop effective the day of your separation from employment, unless otherwise required by law.