

**Temporary
Employee Handbook**
First in Service Staffing Solutions



FOREWORD

First in Service Staffing Solutions



We consider temporary employees of FIS Staffing Solutions to be one of its most valuable resources. This handbook has been written to serve as the guide for the employer/employee relationship.

There are several things to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to your recruiter or contact us directly. Neither this handbook nor any other Company document confers any contractual right, either express or implied, to remain in the Company's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will with or without cause and without prior notice by the Company, or you may resign for any reason at any time.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur.

This handbook and the information in it should be treated as confidential. No portion of this handbook should be disclosed to others, except FIS Staffing Solutions employees and others affiliated with FIS Staffing Solutions whose knowledge of the information is required in the normal course of business.

DIVERSITY

Equal Employment Opportunity Statement

FIS Staffing Solutions (“FIS” or the “Company”) provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state and local laws. FIS complies with applicable state and local laws governing nondiscrimination in employment in every location in which the Company has facilities. This policy applies to all terms and conditions of employment, including hiring, placement, termination, layoff, and transfer.

FIS Staffing Solutions expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability or veteran status. Improper interference with the ability of FIS Staffing Solutions employees to perform their expected job duties is absolutely not tolerated.

FIS Staffing Solution’s Anti-harassment Policy and Complaint Procedure

FIS Staffing Solutions is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, FIS Staffing Solutions expects that all relationships among our temporary employees or our staff in the office will be business-like and free of bias, prejudice and harassment.

Any person who feels that he or she has been the victim of sexual or other prohibited harassment, or has witnessed such activity, is strongly encouraged to immediately report the incident to Ruth Rivera, the HR Director. If you are uncomfortable discussing your complaint with Ms. Rivera, or if you feel your complaint has not been adequately addressed, you should report the incident directly to the President of the Company. All complaints will be investigated in a timely and thorough manner. Confidentiality will be maintained to the maximum extent possible, consistent with the Company’s obligation to conduct a thorough investigation. For all discrimination or harassment complaints/concerns please email or call ruthr@fisstaffingsolutions.com, or call (631) 247-9900.

Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA)

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that when needed provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of First in Service Staffing Solutions to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is our Company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

The Company will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to First in Service Staffing Solutions. Contact the Human Resource department with any questions or requests for accommodation.

EMPLOYMENT

Employee Classification Categories

All employees are designated as either fulltime-temporary or part-time temporary. The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and FIS Staffing Solutions. Employment beyond any initially stated period does not in any way imply a change in employment status.

Nonexempt employees are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are paid an hourly wage and are NOT exempt from the law's requirements concerning minimum wage and overtime.

Exempt employees are generally managers or professional, administrative or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

FIS Staffing Solutions has established the following categories for both nonexempt and exempt employees:

- **As part of our hiring agreement with our client's any negotiation regarding pay, scheduling, transfer from our payroll to our client must be processed and approved by our agency. Should an employee and a client negotiate outside of our regular business process we reserve the right to request a temporary hold before releasing our employee.**
- **Any employee registered with FIS must wait 6 months from the last date of work before applying directly with any of our clients. We reserve the right to pursue legal actions in the event this policy is violated.**

- Due to the nature of our business we can only pay the actual hours worked by our temporary employees. We are not authorized to change pay rate unless it is approved by the Company.
 - In the event an employee claims they are missing hours we must review the timesheet along with the Company before we can approve any changes.
 - Temporary, full time: Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the Company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.
 - Temporary employees are not eligible for holiday pay unless it is specifically requested by the Company.
 - Temporary-to-hire: Employees who are offered a job for a duration lasting from 30-90 days and are offered a fulltime permanent position. There is no guarantee that the job may become permanent and the right to terminate an employee may be exercised at any time for no specific reason.
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- We cannot provide any tax related information or advise on completing the W4 information for any employee.
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- If the W4 is left blank the default status will be Single 0, it will then be up to the employee to request and submit a new form with the correct status and number of dependents he/she will be claiming.

All hourly paid employees are required to record their time on either a time clock or a time sheet. Time records must be completed honestly and on a daily basis. Any inaccuracy, failure to record, or discrepancy in your time record must be brought to the attention of your supervisor immediately. **Entering time or punching for another employee, or allowing someone else to do this for you, is strictly prohibited,** and may subject an employee to discipline up to and including termination.

Background and Reference Checks

To ensure that individuals who register FIS Staffing Solutions are well qualified and to ensure that FIS Staffing Solutions maintains a safe and productive work environment, it is our policy to conduct pre-employment background checks on all applicants who accept a conditional offer of employment. Background checks may include verification of any information on the applicant's resume or application form.

All offers of employment are conditioned on receipt of a background check report that is acceptable to FIS Staffing Solutions. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, any applicable "ban-the-box" law, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

Separation of Employment

Separation of employment from First in Service Staffing Solutions:

- **Termination:** Although we hope your employment with our agency will be a mutually rewarding experience, we do reserve the right to terminate your assignment at any time and for any reason as allowed by law. An employee must wait 6 months from the last day of his or her employment before applying directly to any of our clients.
- **Job abandonment:** Employees who fail to report to work or contact their supervisor for three (3) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the last day he or she worked. The client shall notify the Human Resource department at the expiration of the third workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire and are often ineligible for unemployment benefits.
- **Termination of benefits:** Any temporary employee who is inactive for 30 calendar days will receive a termination notice followed by cancellation of all benefits including health insurance. They will be entitled to apply for COBRA benefits under federal law. They will be responsible for the full premium cost if they elect to purchase COBRA insurance. They must re-apply with our agency and undergo another background check if they want to register with FIS Staffing Solutions before they are placed.

WORKPLACE SAFETY

Work Rules

The following work rules apply to all employees:

- Whenever employees are working, are operating any Company vehicle, are present on Company premises, or are conducting related work off-site, they are prohibited from:
 - Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
 - Being under the influence of alcohol or an illegal drug.
- The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body while performing Company business or while in a Company facility is prohibited.
- FIS will not allow any employee to perform their duties while taking prescribed drugs that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.

- Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

Crimes Involving Drugs

FIS prohibits all employees from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on Company premises or while conducting Company business. Employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel shall be notified, as appropriate, when criminal activity is suspected.

Safety

It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all local, state and federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or with a client.

Although most safety regulations are consistent throughout each department and program, each employee has the responsibility to identify and familiarize her/himself with the emergency plan for his/her working area. Each of our clients is responsible to have posted an emergency plan detailing procedures in handling emergencies such as fire, weather-related events and medical crises, and it is the employee's responsibility to be familiar with it.

It is the responsibility of the employee to complete an Accident and Incident Report for each safety and health infraction that occurs or that the employee witnesses. Failure to report such an infraction may result in employee disciplinary action, including termination.

Furthermore, management requires that any temporary employee employed by FIS assumes the responsibility of individual and organizational safety. Failure to follow Company safety and health guidelines or engaging in conduct that places the employee, client or Company property at risk can lead to employee disciplinary action and/or termination.

Smoke-Free Workplace

It is the policy of FIS Staffing Solutions to prohibit smoking on all Company premises in order to provide and maintain a safe and healthy work environment for all employees. Temporary employees are also not allowed to smoke in the client's workplace unless there is a designated smoking area.

The smoke-free workplace policy applies to:

- All contractors and consultants and/or their employees working on the Company premises.
- All employees, temporary employees and student interns.

Employees who violate the smoking policy will be subject to disciplinary action up to and including immediate discharge.

WORKPLACE EXPECTATIONS

Attendance and Punctuality

Patterns of absenteeism or tardiness may result in immediate termination from our agency. Absences due to illnesses or injuries that qualify under the Family and Medical Leave Act (FMLA) (if and when that Act applies to FIS) will not be counted against an employee's attendance record. Medical documentation within the guidelines of the FMLA may be required in these instances.

Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. **A no call/no show lasting three days may be considered job abandonment and may be deemed an employee's voluntary resignation of employment.** See the section of this Handbook entitled "Separation from Employment".

Payment of Wages

Paydays are every Friday after 12:00PM. A valid photo ID may be required to pick up your check. A written authorization is required when picking up a check for an employee.

Employees may be paid by check or through direct deposit of funds to either a savings or checking account at the financial institution of their choice. The proper forms must be completed and submitted to HR to begin direct deposit.

In the event of a lost paycheck, FIS Staffing must be notified in writing as soon as possible and before a replacement check can be issued. In the event the lost paycheck is recovered and the Company identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the Company within 24 hours of the time it is demanded.

If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to FIS Staffing.

Overtime Pay (nonexempt employees)

Nonexempt employees who exceed 40 hours of work time in a workweek will be paid time and one half.

Military Leave of Absence

FIS is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the Company's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that

person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion or other benefit of employment on the basis of such membership, or denied any rights to which such person is entitled under USERRA. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or Company policy. If any employee believes that he or she has been subjected to discrimination in violation of Company policy, the employee should immediately contact Human Resources.

Employees requesting leave for military duty should contact Human Resources to request leave as soon as they are aware of the need for leave. For request forms and detailed information on eligibility, employee rights while on leave and job restoration upon completion of leave, refer to the policies, procedures and forms contact Human Resources.

Lactation/Breastfeeding

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed to express breast milk for her baby. Employees who work off-site or in other locations will be accommodated with a private area as necessary. Breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on her time record.

Medical Insurance

As part of the ACA we do have coverage available through Care Connect. Election can be made within 30 days after starting an assignment. More information on the summary plan of benefits and requirements can be requested by calling HR at 631-247-9900.

The Human Resource department is available to answer benefits plan questions and assist in enrollment as needed.

Workers' Compensation Benefits

The Company is covered under statutory state workers' compensation laws. Employees who sustain work-related injuries must immediately notify their department supervisor.

ADA/ADAAA Policy

Purpose

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that require employers with 15 or more employees to not discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of FIS Staffing Solutions to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the Company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

Employee Handbook Acknowledgment and Receipt

I have received my copy of the Employee Handbook.

The employee handbook describes important information about FIS, and I understand that I should consult my manager or Human Resources regarding any questions not answered in the handbook. I have entered into my employment relationship with FIS voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either I or FIS can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.**

I understand and agree that, other than the president of Company, no manager, supervisor or representative of FIS has any authority to enter into any agreement for employment other than at will; only the president of the Company has the authority to make any such agreement and then only in writing signed by the president of FIS.

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with FIS. By distributing this handbook, the Company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that, except for employment-at-will status, any and all policies and practices may be changed at any time by FIS, and the Company reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. Only the president of FIS has the ability to adopt any revisions to the policies in this handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at FIS is employment at will, which may be terminated at the will of either FIS or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by FIS or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee's Signature

Employee's Name (Print)

Date

Recruiter _____ Date: _____

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE