



**EMPLOYEE HANDBOOK**

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# **INTRODUCTION**

## **Welcome**

We are glad that you have chosen Lingo Staffing, Inc. as your employer and wish you every success here.

We believe that each employee contributes directly to the Company's growth and success, and we hope you will take pride in being a member of our team.

This Employee Handbook was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the Employee Handbook as soon as possible, for it will answer many questions about employment with the Company.

We hope that your experience here will be challenging, enjoyable, and rewarding. Please make safety a main priority every day. Again, welcome!

Sincerely,

Brad D. Gillespie

President

## **Introductory Statement**

One of our objectives at the Company is to provide a work environment that is conducive to both personal and professional growth. This Employee Handbook is designed to acquaint you with the Company, provide you with information about working conditions, employee benefits, and some of the policies affecting your employment, and prevent and clarify any misunderstanding of the policies and procedures implemented by the Company. You should read, understand, and comply with all provisions of the Employee Handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the Company to benefit employees. **Nothing contained in the Employee Handbook is a contract of employment or a promise of job security. Neither you nor the Company is bound to continue the employment relationship for any specific period of time, and either may choose, at-will, to end the relationship at any time.** No Employee Handbook can anticipate every circumstance or question about policy. As the Company continues to grow, the need may arise, and the Company reserves the right, to revise, supplement, or rescind any policies or portion of the Employee Handbook from time to time as the Company deems appropriate, in its sole and absolute discretion and without advance notice. Employees will, of course, be notified of such changes to the Employee Handbook as they occur.

No one other than the President of the Company may enter into any employment contract or other agreement that modifies the policies stated in this Employee Handbook or the nature of the employment at-will relationship between you and the Company. Any agreement modifying the employment at-will relationship between you and the Company must be in writing and must be signed by the President of the Company and you.

## **Policy Changes**

Policies set forth in this Employee Handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between the Company and any of its employees. The provisions of the Employee Handbook have been developed at the discretion of management and, except for its policy of employment at-will, may be amended or canceled at any time, at the Company's sole discretion. These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the President of the Company.

## **NATURE OF EMPLOYMENT**

### **At-Will Status**

The best employment relationship is one that is mutually satisfying for both parties -- the employee and the Company. To protect both parties' rights, employment with the Company is voluntarily entered into, and the employee is free to resign at-will, for any reason, at any time, with or without advance notice. Similarly, the Company may terminate the employment relationship at-will, for any reason, at any time, with or without advance notice, so long as there is no violation of applicable federal or state law.

No one other than the President of the Company may enter into any employment contract or other agreement, including any oral, express, or implied agreement that modifies the nature of the employment at-will relationship between you and the Company. Any agreement modifying the employment at-will relationship between you and the Company must be in writing and must be signed by the President of the Company and you.

All employees are required to sign an Employee Acknowledgment of Employee Handbook and At-Will Status, in which they expressly acknowledge and agree to the at-will relationship, and a Confidential Information, and Non-Solicitation Agreement.

## **Date of Hire**

Notwithstanding any employment offer or any acceptance of that offer, Lingo Staffing, Inc. retains the right to contact the references and verify the employment history information provided by applicants in their application interviews. Employment with Lingo Staffing, Inc. is contingent upon satisfactory completion of background, reference, and employment history and possible criminal history verifications. **Accordingly, an applicant's "hire date" is the first day of work on a jobsite of a Lingo Staffing, Inc.'s client.** In addition, Lingo Staffing, Inc. relies upon the completeness and accuracy of all information conveyed throughout the application and hiring process and throughout this course of the employee's employment. Any misrepresentations, falsifications or omissions of such information will result in immediate termination.

## **Equal Employment Opportunity**

Lingo Staffing, Inc. is committed to a policy of equal employment opportunity for all applicants and employees. In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the Company are based on merit, qualifications, and abilities. Lingo Staffing, Inc. does not discriminate in employment opportunities or practices on the basis of sex, gender, race, color, religion, national origin, creed, citizenship status, ancestry, age, sexual orientation, marital status, pregnancy, cancer-related medical condition, mental and physical disability (actual or perceived), veteran status or any other characteristic protected by applicable law or local ordinance. This policy governs all aspects of employment, including recruitment, recruitment advertising, promotion, job assignment, training, transfer, compensation, discipline, demotion, reduction in force, termination, and employee participation in company sponsored benefits and social/recreational activities. Refer to the **Policy Prohibiting Discrimination and Harassment** for further information.

Lingo Staffing, Inc. is committed to complying fully with the federal Americans with Disabilities Act and the ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Lingo Staffing, Inc. will make reasonable accommodations for qualified persons with known disabilities, where it would not result in an undue hardship to do so and is consistent with its legal obligations. An employee who would like to request reasonable accommodation of a disability should make an appointment with Human Resources to discuss the subject. Lingo Staffing, Inc. encourages employees to discuss any need for reasonable accommodation as early

as possible and to offer suggestions of possible reasonable accommodations. This will help the employee and the Company to work together to arrive at an appropriate accommodation.

## **Immigration Law Compliance**

Lingo Staffing, Inc. is committed to complying with federal immigration law, which requires it to employ only United States citizens and aliens who are authorized to work in the United States. Lingo Staffing, Inc. does not unlawfully discriminate on the basis of national origin, ancestry, or citizenship.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Should the original employment eligibility documentation expire, employees are responsible for providing updated documentation establishing employment eligibility. Former employees who are rehired must also complete a Form I-9 if they have not completed an I-9 with the Company within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact Human Resources. Employees may raise questions or good faith complaints about immigration law compliance without fear of reprisal.

## **EMPLOYMENT STATUS AND RECORDS**

### **Benefits Waiting Period**

The Essential Staffcare Benefits plan is available without a waiting period.

### **Employment Categories**

It is the intent of the Company to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at-will, with or without good cause, at any time, with or without advance notice, is retained by both the employee and the Company.

Each employee is designated as either **Non-Exempt (hourly)** or **Exempt (salary)** from federal and state wage and hour laws. Non-Exempt employees are entitled to overtime pay under the specific provisions of federal and state laws. Exempt employees are excluded from specific provisions of federal and state wage and hour laws. Employees will be informed of their Exempt or Non-Exempt status by Human Resources.

In addition to the above categories, each employee will belong to one other employment category:

**Regular Full-Time** employees are those who are not in a temporary status, have completed the benefits waiting period, and are regularly scheduled to work the Company's full-time schedule.

Generally, they are eligible for the Company's full benefit package, subject to the terms, conditions, and limitations of each benefit program.

**Regular Part-Time** employees are those who are not in a temporary status and who are regularly scheduled to work less than 40 hours per week. Regular part-time employees receive all legally mandated benefits (such as Social Security and workers' compensation insurance), but are not eligible for all of the Company's other benefits programs.

## **Personnel Records**

Lingo Staffing, Inc. keeps a personnel file on each employee. Employees who wish to review their own file should contact Human Resources. With reasonable advance notice, employees may review the contents of their own personnel files, except for letters of reference and other limited kinds of information, in the Company's offices and in the presence of an individual appointed by the Company to maintain the files. At all times, all documents and records maintained in an employee's personnel file are (and shall remain) the sole and exclusive property of Lingo Staffing, Inc. Employees may not remove anything from their personnel files, but may receive copies of documents in their file which they have signed or had the opportunity to sign.

Lingo Staffing, Inc. endeavors to keep employees' personnel records confidential, except where disclosure is authorized or required by law or is otherwise necessary for business purposes or administration of benefits.

It is the responsibility of each employee to promptly notify the Company of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify Human Resources so that our records and your benefits are kept up-to-date.

## **Medical Records**

Medical information about individual employees is treated confidentially. The Company will take reasonable precautions to protect such information from inappropriate disclosure. Human Resources, management staff, and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

## **Performance Evaluations**

Lingo Staffing, Inc. strongly encourages you and your manager or coordinator to discuss job performance and goals on an informal, day-to-day basis. A formal performance evaluation normally will be conducted after your first 90 days of employment or transfer or promotion into a new position. Additional formal and informal performance reviews are conducted to provide both you and your manager or coordinator the opportunity to discuss job tasks, encourage and recognize strengths, identify areas of improvement, and discuss positive and specific approaches to meet performance goals. Formal performance evaluations normally are scheduled every 12 months.

## **Employment Termination**

Since employment with the Company is based on mutual consent, both the employee and the Company have the right to terminate employment at-will, with or without good cause, at any time, with or without advance notice.

Upon termination, employees will receive their final pay in accordance with applicable law. Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

At the time of termination, employees must return all company-furnished property, including equipment, badges, keys, and all electronics and communications devices.

## **Exit Interviews**

Exit interviews may be conducted upon termination of employment. An employee or his or her manager may arrange an appointment with Human Resources for an exit interview. The exit interview allows the employee to communicate views on the employment, job requirements, operations, training needs, or any other information the employee feels is relevant. It also provides the employee with an opportunity to discuss issues concerning benefits and insurance.

## **Employee References**

Lingo Staffing, Inc. limits its response to inquiries about former employees to confirming the former employee's employment, dates of employment, and job titles held. Salary information will be provided only if the former employee first consents in writing. Lingo Staffing, Inc. will also provide further information if it is legally required to do so.

Only the President, Human Resources, and persons designated in writing by the President may provide confidential personnel information regarding employees to any outside person or entity. Other employees may not do so.

## **EMPLOYEE BENEFITS**

### **Group Insurance Plans**

You may be eligible for Company-sponsored benefits. Terms of the Company's benefits programs are set out in the Summary Plan Description (SPD). Please contact Human Resources to obtain a copy of the SPD. This Employee Handbook does not change or otherwise interpret the terms of the official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for your examination from Human Resources. To the extent that any of the information contained in this Employee Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

## **Benefits Continuation (COBRA)**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Company's health insurance plans when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the Company's group rates plus an administration fee. Lingo Staffing, Inc. provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the Company's health insurance plan. The notice contains important information about the employee's rights and obligations.

## **Worker's Compensation Insurance**

Lingo Staffing, Inc. provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who are involved in a work-related accident or who sustain a work-related injury or illness must inform their supervisor immediately. No matter how minor an on-the-job accident, injury, or illness may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. Refer to the Work-Related Disability Leave policy for further information. Failure to report an on-the-job accident or injury, as soon as reasonably practical, will result in disciplinary action up to, and including, discharge from employment.

Neither the Company nor its workers' compensation insurance carrier shall be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in off-duty recreational, social or athletic activity sponsored by the Company.

## **PAYROLL AND TIMEKEEPING**

### **Pay Periods**

Lingo Staffing, Inc.'s regular pay period is Monday through Sunday. However, this may change at times due to a specific client request. Employees shall be notified of any changes in the timing, method or manner of pay in accordance with any applicable state or federal law. Weekly time cards are due into the local Lingo Staffing, Inc. office by 8:00 am Monday for the previous work week. If you submit a time card that does not have the required signature, is otherwise incomplete, incorrect or late, your paycheck based on that time card may be delayed.

## **Paydays**

All employees are paid every Friday. Methods to receive your check are limited to 1) Direct Deposit in Personal Account, 2) Global Cash Card issued by Lingo. Each paycheck will include earnings for all work performed through the end of the previous payroll period. If the regularly scheduled payday falls on a holiday, the paycheck will be given on the day before.

Lingo Staffing, Inc. will not provide employees pay advances or extensions of credits on unearned or unpaid wages.

## **Administrative Pay Corrections**

Lingo Staffing, Inc. takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of Human Resources so that corrections can be made as quickly as possible.

## **Pay Deductions**

The law requires that the Company make certain deductions from every employee's compensation. Among these are applicable federal and state income taxes, social security, and state disability insurance. Lingo Staffing, Inc. also must withhold any court-ordered wage garnishment or family support from wages, where applicable. Lingo Staffing, Inc. may from time to time offer programs or benefits for which eligible employees may voluntarily authorize deductions from their paychecks to participate in those programs or receive those benefits.

## **Timekeeping for Non-Exempt (Hourly) Employees**

Employees have the responsibility to accurately record time worked. Federal and state laws require the Company to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Non-exempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

## **Working Hours, Breaks, and Meals**

Lingo Staffing, Inc.'s normal office hours are from 8 am to 5 pm, Monday through Friday. Non-exempt (hourly) employees may take an unpaid 30-minute lunch break, which may be taken during their work shift, depending on the needs of the work being done and with the approval of the employee's manager. The weekly and daily work schedules of part-time employees will

depend on the nature of their job assignments. All employees are expected to devote their full attention to their work duties during working hours.

## **Overtime Pay**

Employees may be asked to work beyond their normally scheduled hours. Although an attempt will be made to give an employee advance notice of the need to work overtime where it is feasible to do so and to accommodate special circumstances, this is not always possible.

Non-exempt employees who work more than 40 hours in a workweek will receive overtime pay computed as follows:

- Overtime at the rate of 1½ times the employee's regular rate of pay will be paid for all hours worked in excess of 40 hours in 1 work week;

Only those hours that are actually worked are added together to determine an employee's overtime pay. For example, paid vacations, holidays, sick leave and disability pay are not hours worked (even if compensated) and, therefore, are not counted for overtime calculations.

Lingo Staffing, Inc. does not permit employees to take compensatory time off.

Non-exempt employees may not work overtime without the express prior approval of their manager or supervisor. This includes all work, whether performed inside or outside the office. If you work overtime without this authorization, you may be subject to disciplinary action, up to and including termination.

Exempt employees are not eligible for overtime pay.

## **Exempt Employee Pay**

Exempt employees will be paid their full weekly salary for any workweek in which the employee performs any work, less only those deductions permitted by law. Lingo Staffing, Inc. intends to, and will, fully comply with the Fair Labor Standards Act (“FLSA”) and all United States Department of Labor regulations promulgated under the FLSA. We want employees to be aware of this policy and to know that the company does not allow deductions that violate the FLSA.

If a salaried exempt employee believes that an improper deduction has been made to his or her salary, the employee should report this information immediately to your manager and/or Human Resources. Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, the employee will be reimbursed promptly for any improper deduction made (as will any other employee from whom a similar improper deduction was made). Furthermore, Lingo Staffing, Inc. shall make a good faith commitment to correct any internal policies or procedures that may have led to the improper deduction so that the Company shall be in full compliance with the FLSA in the future.

## **WORK CONDITIONS**

### **Open Door Policy**

In the spirit of open communication and fair practices, Lingo Staffing, Inc. believes in an Open Door Policy. When a situation arises, it is important that you communicate your problems to the right person to resolve them as soon as possible. Likewise, if your problem concerns the person who assigned you to the job and you feel uncomfortable addressing the issue with that person, you may then express your concerns with the next management level.

### **Safety**

To assist in providing a safe and healthful work environment for employees, customers, and visitors, the Company has established a workplace safety program. This program is a top priority for the Company. The Office Manager has responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all employees.

Lingo Staffing, Inc. provides information to employees about workplace safety and health issues through regular internal communication channels such as new hire orientation, supervisor-employee meetings, bulletin board postings, memos, or other written communications. Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or with another supervisor or manager, or bring them to the attention of the Office Manager. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made in good faith without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, fail to report any potentially hazardous or unsafe condition shall be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify Human Resources or the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

### **Workplace Violence Prevention**

Lingo Staffing, Inc. is committed to preventing workplace violence and to maintaining a safe work environment. Lingo Staffing, Inc. has adopted the following guidelines to deal with

intimidation, harassment, or other threats of or actual violence that may occur during business hours or on its premises.

All employees, including field and office employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay,” or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the Company.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including sexual harassment and harassment that is based on an individual’s sex, gender, race, color, religion, national origin, creed, citizenship status, ancestry, age, sexual orientation, marital status, pregnancy, cancer-related medical condition, mental and physical disability (actual or perceived), veteran status or any other characteristic protected by applicable law or local ordinance.

Employees should report all threats of violence or actual violence, both direct and indirect, as soon as possible to their supervisor, Human Resources, the President, or any person designated in writing by the President. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, employees should be as specific and detailed as possible.

Employees also should report all suspicious individuals or activities as soon as possible to their supervisor, Human Resources, the President, or any person designated in writing by the President. Employees should not place themselves in peril. If employees see or hear a commotion or disturbance near their workstation, they should not try to intercede or see what is happening.

Lingo Staffing, Inc. will promptly and thoroughly investigate all reports of threats of or actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the Company may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

Lingo Staffing, Inc. encourages employees to bring their disputes or differences with other employees to the attention of their supervisor, Human Resources, the President, or any person designated in writing by the President before the situation escalates into potential violence. Lingo Staffing, Inc. is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns in good faith.

## **Smoking**

In keeping with the Company's intent to provide a safe and healthful work environment and in compliance with state law, smoking is prohibited anywhere inside the facilities. Employees are requested to ask business and personal visitors to comply with this policy as well.

## **COMPANY PROPERTY**

### **Confidential Business Information, Proprietary Information, and Trade Secrets**

The protection of confidential business information, proprietary information, and trade secrets is vital to the interests and the success of the Company. This information is and at all times remains the company's property. Such confidential business information, proprietary information, and trade secrets include, but are not limited to, the following: inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, techniques, information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, and information regarding the skills and compensation of employees or other independent contractors of the Company.

All office employees will be required to sign a Confidential Information and Non-Solicitation Agreement as a condition of employment. Employees who improperly use or disclose confidential business information, proprietary information, or trade secrets will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information. Employees may not use the Company's confidential business information, proprietary information, or trade secrets for any purpose other than as required to perform their jobs with the Company, and may not use it after leaving employment with the Company. Employees must return all originals and copies of the Company's confidential business information, proprietary information, and trade secrets upon leaving employment with the Company. Refer to the Confidential Information, Invention Assignment, and Non-Solicitation Agreement for further information.

### **Use of Computers, E-Mail, and the Internet**

The computer and e-mail systems and Internet access to global electronic information resources on the World Wide Web are provided by the Company to assist employees in performing their job duties and obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive use of the computer and e-mail systems and the Internet. While computer, e-mail, and Internet usage is intended for job-related activities, incidental and occasional brief personal use is permitted within reasonable limits.

The equipment, services, and technology that comprise our computer and e-mail systems and that provide access to the Internet remain at all times the property of the Company. All data that is composed, transmitted, accessed, or received via our computer, e-mail, and Internet systems is considered to be part of the official records of the Company and, as such, is subject to disclosure

to the Company, law enforcement, or other third parties. Consequently, employees should always ensure that the information transmitted through and contained in the computer, e-mail, and Internet systems is accurate, appropriate, ethical, and lawful.

**EMPLOYEES OF THE COMPANY ARE NOT ENTITLED TO ANY EXPECTATION OF PRIVACY WITH RESPECT TO THEIR USAGE OF LINGO STAFFING, INC.'S INFORMATION TECHNOLOGY SYSTEMS.** Internal and external electronic communications are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending electronic communications within and outside the Company. Lingo Staffing, Inc. reserves the right, in its sole discretion, without notice, to access, monitor, read, or download any data composed, transmitted, accessed, or received through or stored in our computer, e-mail, or Internet systems.

Passwords are intended to prevent unauthorized access to information. Passwords do not confer any right of privacy upon any employee of the Company. Thus, even though employees may maintain passwords for accessing the computer system, employees must not expect that any information maintained on system, including e-mail and voicemail messages, are private. Employees are expected to maintain their passwords as confidential. Employees must not share passwords and must not access coworkers' systems without express authorization.

Lingo Staffing, Inc. purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the Company does not have the right to reproduce such software for use on more than one computer. Employees may only use software on local area networks or on multiple machines according to the software license agreement. Lingo Staffing, Inc. prohibits the illegal duplication of software and its related documentation.

Internet and e-mail users should take the necessary anti-virus precautions before downloading or copying any file from the Internet or e-mail. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression.

Lingo Staffing, Inc. strives to maintain a workplace free of harassment and discrimination, and one that is sensitive to the diversity of its employees. Therefore, the Company prohibits the use of the computer and e-mail systems and the Internet in ways that are disruptive, offensive to others, or harmful to morale.

Data that is composed, transmitted, accessed, received, or displayed via the computer or e-mail systems or the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments, messages, cartoons, or images; racial or ethnic slurs or comments; off-color jokes; comments or images that could reasonably offend someone on the basis of sex, gender, race, color, religion, national origin, creed, citizenship status, ancestry, age, sexual orientation, marital status, pregnancy, cancer-related medical condition, mental and physical disability (actual or perceived), veteran status or any other characteristic protected by applicable law or local ordinance; or other content that may be construed as harassment or discrimination.

The following are examples of previously stated or additional conduct that is prohibited and can result in disciplinary action, up to and including termination of employment:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Sending or posting the company's confidential business information, proprietary information, or trade secrets, except as required to perform the company's business
- Engaging in unauthorized transactions that may incur a cost to the company or initiate unwanted Internet services and transmissions
- Sending or posting messages or material that could damage the company's image or reputation
- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Jeopardizing the security of the company's electronic communications systems
- Sending or posting messages that disparage another organization's products or services
- Passing off personal views as representing those of the company
- Sending anonymous e-mail messages
- Engaging in illegal activities

Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment. Employees should notify their supervisor, the Network Administrator, Human Resources, the President, or a person designated in writing by the President upon learning of a violation of this policy.

### **Use of Phone and Voice-Mail Systems**

The telephone and voice-mail systems are provided for business purposes. Personal calls should be limited in number and length. The telephone and voice-mail systems remain at all times the property of the Company. Lingo Staffing, Inc. reserves the right, in its sole discretion, without notice, to access these systems, including employees' voice-mail.

**Employees may not have on or use personal cell phones, PDAs, etc. during working hours.**

### **Use of Other Equipment and Property**

All equipment, working areas including desks, and other areas including storage spaces on the Company's premises, and all materials issued to or created by employees of the Company during their employment, remain at all times the property of the Company. Lingo Staffing, Inc. reserves the right, in its sole discretion, without notice, to open, access, or search any of its equipment, working areas, or other areas, and to retrieve or review any of its materials.

When using the Company's property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. Employees should notify their supervisor if they have any questions or if any equipment or machines appear

to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury.

Employees are responsible for all the Company property, including materials and written information issued to them or in their possession. All the Company property must be returned on or before an employee's last day of work.

Lingo Staffing, Inc.'s name, letterhead, supplies, and copy services are for the Company's business and may not be used for personal needs. Use of company postage for personal correspondence is not permitted. The reputation and influence of the Company can be adversely affected by the way in which its name or letterhead are used. Company letterhead cannot be used for correspondence of a purely personal nature without prior approval of the President or any person designated in writing by the President.

## **EMPLOYEE CONDUCT AND DISCIPLINARY ACTION**

### **Dress Code**

Dress code varies according to the job responsibilities. However, all field employees should dress in a neat, clean, safe and professional fashion. Any attire with vulgar or offensive language or depictions, are strictly prohibited. Everyone's appearance is a reflection on the Company.

### **Employee Conduct and Work Rules**

To ensure orderly operations and provide the best possible work environment, the Company expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Sexual harassment or other inappropriate behavior or harassment
- Discriminatory conduct
- Retaliation
- Theft or inappropriate removal or possession of property
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Conviction for the sale or use of illegal drugs on or off company premises
- Fighting, or threatening or engaging in violence in the workplace
- Bringing dangerous materials or weapons onto Company property
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Unsatisfactory performance or conduct

- Falsification of time records or reports
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Engaging in a conflict of interest or unethical conduct
- Unauthorized use or disclosure of confidential business information, proprietary information, or trade secrets
- Excessive absenteeism or tardiness or any absence without notice
- Violation of personnel policies

Notwithstanding these examples of unacceptable conduct, employment with the Company is nevertheless at the mutual consent of the Company and the employee, and is held at-will. Therefore, either the Company or the employee may terminate the relationship with or without good cause, at any time, with or without advance notice.

## **Non-Discrimination and Anti-Harassment Policy**

We are committed to providing a work environment that is free of discrimination and workplace harassment. In keeping with this policy, the Company strictly prohibits illegal or inappropriate discrimination or harassment of any kind, including discrimination or harassment on the basis of sex, gender, race, color, religion, national origin, creed, citizenship status, ancestry, age, sexual orientation, marital status, pregnancy, medical condition, mental and physical disability (actual or perceived), veteran status or any other characteristic protected by applicable law or local ordinance. It is the responsibility of each employee, whether or not employed in a supervisory or managerial capacity, to conscientiously follow this policy in all of his or her daily work activities.

- **Unlawful Harassment**

Unlawful harassment may take many forms but most commonly includes the following:

- (i) Verbal harassment such as jokes, epithets, slurs and unwelcome remarks about an individual's body, dress, clothing, color, physical appearance or talents, derogatory comments, questions about a person's sexual practices and/or patronizing terms or remarks;
- (ii) Physical harassment such as physical interference with normal work, impeding or blocking movement, assault, unwelcome physical contact or touching, staring at a person's body, and threatening, intimidating or hostile acts that relate to a protected characteristic; and
- (iii) Visual harassment such as offensive or obscene photographs, calendars, posters, cards, cartoons, drawings and gestures, displays with sexually suggestive or lewd objects, unwelcome letters or notes or any other graphic material that denigrates or shows hostility or aversion toward an individual because of the individual's protected characteristic.

- **Sexual Harassment**

Sexual harassment occurs when submission to or rejection of unwelcome sexual conduct by an individual is used as a basis for employment decisions affecting that individual. Sexual harassment also occurs when unwelcome sexual conduct unreasonably interferes with an individual's job performance or creates an intimidating, hostile or offensive working environment, even if it does not lead to tangible or economic job consequences. Sexual harassment includes verbal harassment, physical harassment, visual harassment and unwanted sexual advances. It also includes retaliation for having reported acts of harassment. Sexual harassment includes harassment of women by men, men by women and gender-based harassment of individuals of the same sex as the harasser.

- **Responsibility of Employees and Complaint Procedure**

It is the responsibility of each employee to ensure that discrimination or harassment on any of these bases does not occur within the workplace. If you believe that any kind of illegal or inappropriate discrimination or harassment is occurring by an employee, vendor, client, or visitor, you are required to immediately bring your concerns to the attention of your supervisor, the Office Manager, or any officer of the Company. **You are not required to report the incident to your supervisor first, if your supervisor is the individual who is suspected of unlawful discrimination or harassment.** Do not allow an inappropriate situation to continue by not reporting it, regardless of who creates the situation. No employee is exempt from this policy. We require the prompt reporting of complaints so that we may respond rapidly and take appropriate remedial action, if necessary.

Any supervisor or manager who becomes aware of any unlawful harassment or discrimination must immediately contact the President.

Reported incidents of harassment or discrimination will promptly be investigated and investigations will be conducted in a discreet manner. Information obtained from the investigation will be disclosed only on a need-to-know basis. Every investigation requires a determination based on all the facts in the matter. At the conclusion of the investigation, the Company will determine whether harassment or discrimination in violation of this policy has occurred. However, a finding that an employee has violated the Company's policy against discrimination and harassment does not necessarily mean that the employee has violated any law prohibiting harassment or discrimination. Lingo Staffing, Inc. will communicate its findings to the accused, the complainant, and, when appropriate, other persons who are directly concerned.

The reporting employee and all employees participating in any investigation have the assurance of the Company that no reprisals will be taken as the result of the complaint, unless the complaint was filed in bad faith or for an improper purpose.

Any employee of the Company who is determined to have violated the Company's policy will be subject to appropriate disciplinary action, up to and including immediate termination. Steps will be taken as necessary to prevent any further discrimination or harassment.

## **Drug and Alcohol Free Workplace**

It is the Company's desire to provide a drug and alcohol free, healthful, and safe workplace. To promote this goal, employees are required to report to work free from the influence of drugs and/or alcohol.

While on the Company's premises and while conducting business-related activities off the Company's premises, no employee may use, possess, manufacture, distribute, sell, or be under the influence of alcohol or illegal drugs. No employee's work or fellow employees' work may be impacted or influenced by an employee's use, possession, manufacture, distribution, sale, or being under the influence of alcohol or illegal drugs. Violations of this policy may lead to disciplinary action, up to and including termination of employment or required participation in a substance abuse rehabilitation program.

In accordance with law, we will make reasonable efforts to accommodate anyone who voluntarily enters an alcohol or drug abuse rehabilitation program. We reserve the right to discharge an employee for any legal reason.

## **Business Ethics and Conflicts of Interest**

The successful business operation and reputation of the Company is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires strict observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

The continued success of the Company is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to the Company and its customers to act in a way that will merit the continued trust and confidence of the public. Lingo Staffing, Inc. will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide employees with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, employees should discuss the matter openly with their supervisors and, if necessary, with the management staff for advice and consultation.

Employees are required to conduct business within guidelines that prohibit actual or potential conflicts of interest. In general, an actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the Company's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage, such as a domestic partner. **Employees must disclose to a member of the Company's management staff as soon as possible the existence of any actual or potential conflict of interest so that**

**safeguards can be established to protect all parties.** Engaging in or failing to disclose potential or actual conflicts of interest could lead to disciplinary action, up to and including termination of employment.

During their employment with the Company, employees may not engage in outside employment for a competitor of the Company. You must disclose outside employment to Management so that we can determine if a conflict of interest exists. If we find that there is a conflict, we may ask that you terminate your outside employment if you wish to remain employed by the Company. Failure to disclose outside employment may lead to disciplinary action, up to and including termination.

## **Solicitation and Postings**

In an effort to ensure a productive and harmonious work environment, persons not employed by the Company may not solicit or distribute literature in the workplace at any time for any purpose.

Lingo Staffing, Inc. recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time, and may not solicit or distribute literature at any time in work areas. Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.

In addition, the posting of written solicitations on company bulletin boards is restricted. These bulletin boards display important information, and employees should consult them frequently for:

- Discrimination and sexual harassment notice
- Payday notice
- State disability insurance/unemployment insurance information
- Workers' compensation insurance information

If employees have a message of interest to the workplace they would like considered for posting, they must submit it to Human Resources for approval before posting.

## **TIME OFF WORK**

### **Attendance and Punctuality**

To maintain a safe and productive work environment, the Company expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees, on the Company, and on our clients. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance and at least one-half hour before start of his or her shift. Calling enables Lingo Staffing, Inc. to reschedule or reassign, on a timely basis, the work that they were to perform that day. Failure to do so may result in disciplinary action.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

## **LEAVES OF ABSENCE**

### **Family and Medical Leave Act**

The Family and Medical Leave Act (“FMLA”) provides eligible employees up to 12 weeks of unpaid leave in a 12-month period for the reasons enumerated below, except that the employee may take up to 26 weeks of leave in a single 12-month period to care for a covered servicemember with a serious illness or injury incurred in the line of duty. The leave may be paid, unpaid or a combination of paid and unpaid, depending upon the circumstances and as specified in this policy.

#### 1. Eligibility

To be eligible for FMLA leave, the employee must have completed twelve (12) months of total service with the Company and have worked at least one thousand two hundred fifty (1,250) hours in the twelve (12) months prior to taking the leave. Hours of work will be determined according to the principles established in the Fair Labor Standards Act for determining compensable hours.

#### 2. Reasons for FMLA Leave

Eligible employees may take Family and Medical Leave for one or more of the following reasons:

- The birth of the employee’s child or to care for such child;
- A child’s placement with the employee for adoption or foster care (requires legal action);
- To care for an employee’s spouse, child, or parent (but, not parents-in-law) who has a serious health condition (includes a child 18 years of age or over who is incapable of self-care because of a mental or physical disability);
- The employee’s own serious health condition that prevents the employee from performing the essential functions of the job;
- Because of any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military servicemember on active duty (or has been notified of an impending federal call or order to active duty) in support of a contingency operation; or
- To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.

Leave for birth or placement of an adopted or foster child must be taken within twelve (12) months of the birth or placement.

Leave for a serious health condition means an illness, injury, impairment of physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

Employees are eligible to take FMLA leave because of a qualifying exigency when the employee's spouse, son, daughter, or parent is on (or has been notified of an impending call to) covered active duty in the Armed Forces. Leave for a qualifying exigency that otherwise meets the requirements of the FMLA may be taken for the following purposes: short-notice deployment; military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation; post-deployment activities; and additional activities to which the Company and employee agree.

Covered servicemember leave is available for eligible employees to care for a current member of the Armed Forces, including a member of the National Guard or Reserves and certain veterans, who is undergoing medical treatment, recuperation or therapy, is in outpatient status, or is on the temporary disability retired list. Such care must relate to a serious injury or illness incurred in the line of duty on active duty or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces, that renders the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating. "Next of kin" of a covered servicemember is defined as the nearest blood relative (other than the spouse, son, daughter or parent) in the following order: blood relatives who have been granted legal custody, brothers and sisters, grandparents, aunts and uncles and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

### 3. Amount of Leave

A "rolling" 12-month period will be used to determine when employees can take FMLA leave for qualifying reasons. The 12-month period will be measured backward from the date an employee uses any Family or Medical Leave.

Spouses who are both employed by Lingo Staffing, Inc. are entitled to a combined total of 12 weeks of Family and Medical Leave for the birth, adoption or foster care placement of a child or to care for a parent with a serious health condition. Spouses remain eligible to take FMLA leave individually for other FMLA-qualifying reasons for the time that remains out of the original 12-week leave designation.

Leave to care for a covered servicemember with a serious injury or illness may extend to up to 26 weeks in a single 12-month period. The "single 12-month period" begins from the date an employee first uses FMLA leave to care for the covered servicemember. During the "single 12-month period" an employee's FMLA leave entitlement is limited to a combined total of 26 workweeks of FMLA leave for *any* qualifying reason.

#### 4. Requesting Leave and Employee Notifications Before and During Leave

Employees must provide Lingo Staffing, Inc. at least 30 days' advance notice before FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned medical treatment for a serious injury or illness of a covered servicemember. If 30 days' notice is not practical, notice must be given as soon as possible and practical. If the leave is for planned medical treatment and will be taken on an intermittent basis or by a reduced schedule, the employee is expected to schedule the treatment so as to create minimum disruption for the Company. An employee shall provide at least verbal notice sufficient to make the Company aware of their need for an FMLA qualifying leave, and the anticipated timing and duration.

For foreseeable leave due to a qualifying exigency, the employee must provide notice as soon as practicable, regardless of how far in advance such leave is foreseeable.

Absent unusual circumstances, employees must follow Lingo Staffing, Inc.'s usual and customary call-in procedures for calling in absences and requesting leave.

During FMLA leave, employees must keep their supervisors informed of the estimated duration of leave and their intended date to return from leave. If employees need to take more or less FMLA leave than originally anticipated while on leave, they must notify the Company within two business days.

#### 5. Certification

Employees requesting leave for a seriously ill spouse, son, daughter, or parent, or due to their own serious health condition, may be required to support the need for leave by providing certification from an approved health care provider on forms approved by the Company.

Employees requesting leave to care for an injured or ill servicemember must submit a certification providing sufficient facts to support the request for leave including certification from an authorized healthcare provider, which includes United States Department of Defense and Department of Veterans Affairs health care providers, among others.

For qualifying exigency leaves, employees must furnish copies of the covered military member's active duty orders or other documentation showing the call to covered active duty for foreign deployment or in support of a contingency operation, , and the dates of the covered military member's active duty status. The employee must also submit a certification regarding the qualifying exigency for which FMLA leave is requested.

Employees may also be required to furnish Lingo Staffing, Inc. with periodic reports or recertification during your Family and Medical Leave. We will advise you of such requirements in your Family and Medical Leave Notice and Designation Form.

Matters not specifically covered in this policy will be controlled by the provisions of the FMLA.

The appropriate certification forms for all types of FMLA leaves may be obtained from Human Resources.

6. Substitution of Accrued Paid Leave

Lingo Staffing, Inc. requires employees to substitute all accrued, unused vacation and/or sick time for FMLA unpaid leave. Employees must comply with Lingo Staffing's policies regarding vacation and/or sick time when such leave is substituted for unpaid FMLA leave. Employees who do not meet the Company's requirements for vacation and/or sick time are still eligible to take unpaid FMLA leave. An employee's accrued vacation and/or sick time will not be substituted for leave taken pursuant to a paid disability leave plan or a workers' compensation leave.

7. Counting Other Leave Against FMLA Leave

If an employee takes leave, paid or unpaid, which qualifies as FMLA leave, Lingo Staffing, Inc. may, consistent with the Act and applicable regulations, designate all or some portion of the leave as FMLA leave and count it against the employee's total leave entitlement. A workers' compensation leave will also be designated as FMLA leave and count against the employee's FMLA leave entitlement.

8. Intermittent or Reduced Leave

FMLA permits eligible employees to take leave intermittently or on a reduced leave schedule under certain conditions. Intermittent leave can be taken for the birth or placement of a child only if Lingo Staffing, Inc. agrees to such an arrangement. Leave for a serious health condition (for either the employee or an eligible family member) or to care for a covered servicemember with a serious injury or illness can be taken intermittently or on a reduced leave schedule if there is a medical need for such leave and the medical need is best accommodated through an intermittent or reduced leave schedule. Leave due to a qualifying exigency may also be taken on an intermittent or reduced leave schedule basis. Employees must make a reasonable effort to schedule any foreseeable leave so as not to disrupt Lingo Staffing's operations.

When an employee requests intermittent or reduced leave, they must provide medical certification of Family and Medical Leave eligibility at least every twelve (12) months to continue intermittent or reduced leave. It is the employee's responsibility to request the appropriate medical certification form.

If an employee requests intermittent leave or a reduced work schedule that is foreseeable based on planned medical treatment, Lingo Staffing may require the employee to transfer temporarily to an available alternative position with equivalent pay and benefits if the employee is qualified for the position and it better accommodates recurring periods of leave than the employee's regular job. An alternative position for these purposes does not have to have equivalent duties.

The following methods will be used to determine the amount of leave taken under reduced or intermittent schedules:

- If an employee takes leave on an intermittent or reduced leave schedule, only the amount of leave actually taken will be counted toward the 12 weeks of leave to which an employee is entitled. For example, if an employee who normally works five days a week takes off one day, the employee would use one-fifth (1/5) of a week of Family and Medical Leave.
- Where an employee normally works a part-time schedule or variable hours, the amount of leave to which an employee is entitled will be determined on a pro rata or proportional basis by comparing the new schedule with the employee's normal schedule. For example, if an employee who normally works 30 hours per week works only 20 hours a week under a reduced leave schedule, the employee's ten hours of leave would constitute one-third (1/3) of a week of Family and Medical Leave for each week the employee works the reduced leave schedule.
- If Lingo Staffing, Inc. has made a permanent or long-term change in the employee's schedule (for reasons other than Family and Medical Leave), the hours worked under the new schedule will be used for making this calculation.
- If an employee's schedule varies from week to week, a weekly average of the hours worked over the twelve (12) months prior to the beginning of the FMLA leave period will be used for calculating the employee's leave entitlement.

#### 9. Returning to Work

Except as provided below, Lingo Staffing, Inc. will return employees to the same or an equivalent position and benefits if the employee returns to work after the leave. However, an employee has no greater right to restoration or to other benefits than if the employee had been continuously employed during the leave period. "Equivalent position" is defined as one with the same pay, benefits, working conditions, and status held prior to the leave.

The Company requires you to inform us of your intent to return to work at least two days prior to the date you intend to return to work. Prior to returning to work, the employee must present a fitness-for-duty certificate. Employees who do not return to work upon the expiration of their Family and Medical Leave will be separated from employment except for situations governed by the Americans with Disabilities Act, state leave laws or workers compensation law, which will be reviewed on a case-by-case basis.

Employees who are salaried and in the top ten percent (10%) highest paid employees in the Company are not guaranteed job restoration if it would cause substantial and grievous economic injury to the Company's operation. The determination of the ten percent (10%) highest paid employees will consider all earnings.

### **Disability for Pregnancy, Childbirth, or Related Medical Conditions**

- **Terms of the Leave**

You are considered to be "actually disabled" when you cannot work at all or are unable to perform any one or more of the essential functions of your job or to perform them without undue

risk to yourself, the successful completion of your pregnancy, or to other persons. This term also applies to severe morning sickness or if you need to take time off for prenatal care.

Lingo Staffing, Inc. will transfer you (if you are affected by pregnancy) to a less strenuous or hazardous position if:

- You request a transfer;
- Your request is based upon the certification of your health care provider as medically advisable; and
- The transfer can be reasonably accommodated.

You are “affected by pregnancy” if you are pregnant or have a related medical condition. No additional position will be created and the Company will not discharge another employee, transfer another employee with more seniority or promote any employee who is not qualified to perform the new job.

- **Notification Requirements**

To request a leave of absence, you are required to submit to your manager a completed request for time off. You must give at least 30 days’ advance notice before your leave or transfer is to begin if the need for the leave or transfer is foreseeable. When 30 days’ notice is not possible, notice must be given as soon as possible.

As a condition of your disability leave or transfer, you must provide a written certification signed by your health care provider, in the form provided by Human Resources. A leave of absence for a disability related to pregnancy shall be granted, unless such leave would result in an undue hardship to the Company.

If you continue to be disabled at the expiration of the time period your health care provider originally estimated you needed, you must obtain recertification to continue your leave.

- **Reinstatement**

If you and the Company have agreed upon a definite date of return, you will be reinstated on that date if you notify the Company that you can return on or before that date. If the length of your leave has not been established, or if it differs from the original agreement, you will be returned to work within two business days, where feasible, after you notify us of your readiness to return.

When you are ready to work after a leave or transfer, you must obtain a written release from your health care provider certifying that you are able to perform all of the essential duties of your original job, with or without reasonable accommodation.

Lingo Staffing, Inc. will reinstate you to the job you held before your leave or transfer began, unless one of the following conditions exists:

- You would not otherwise have been employed in your same job at the time reinstatement is requested;

- Your job could not be kept open or filled by a temporary employee without substantially undermining the ability of the Company operate safely and efficiently;
- You have directly or indirectly indicated your intention not to return to your job;
- You can no longer safely perform the essential functions of your job with or without reasonable accommodation; or
- You are no longer qualified for the job.

If we cannot reinstate you to your job, we will offer you a comparable position provided that a comparable position exists and is available. A position is “available” if there is a position open on your scheduled date of return or within 10 working days thereafter, for which you are qualified. A “comparable position” is virtually identical to your original position in terms of pay, benefits, promotional opportunities, and working conditions, and involves the same or substantially similar duties and responsibilities. We can deny you a comparable position if one is available but filling it with you would result in an undue hardship to the Company.

If you were laid off during your leave and no comparable position is available, the employment relationship will be terminated.

- **Integration with Other Benefits**

Your leave will be unpaid. You may substitute your accrued vacation and sick leave for unpaid leave.

When you become disabled, you should apply for **[State Disability Insurance, if any]** benefits. SDI forms are available from your health care provider. Any state disability benefits for which you are eligible will be integrated with your accrued vacation and sick leave so that you do not receive over 100% of your regular pay.

You will not accrue vacation or sick leave during any unpaid portion of your leave (unless otherwise required by law), and you will not be eligible to receive Holiday pay.

During your leave, you may be eligible to elect to continue your insurance coverage under COBRA.

## **Leave of Absence for Work-Related Disability**

You may take an unpaid leave of absence when you are disabled because of an occupational illness or injury. When you are on leave, you must be examined by a doctor and certified to be disabled from returning to work.

Your leave of absence will end at the conclusion of the leave, or when a doctor certifies that you can safely perform the essential functions of your job, with or without reasonable accommodation. If we receive medical evidence that you will be permanently unable to perform all of the essential functions of your job, with or without reasonable accommodation, and if reassignment to a vacant position is not possible, your employment will be terminated. You may then be eligible for vocational rehabilitation benefits.

You will be reinstated when a doctor certifies that you can safely perform all of the essential functions of your job, with or without reasonable accommodation. We will not reinstate you when one of the following circumstances exists:

- When you directly or indirectly indicate to us that you do not intend to return to our employ;
- When your former position no longer exists;
- When you had to be replaced as a business necessity;
- When you are no longer qualified for your former job; or
- When you cannot return to your former job without posing a direct threat to your health or safety or to the health and safety of another employee.

During your leave, you may receive workers' compensation benefits in accordance with state law. Your group health plan coverage for you and your dependents will be maintained at the level and under the conditions coverage would have been provided if you had remained continuously employed.

You will not accrue vacation or sick leave during your leave or be entitled to holiday pay, but you will be credited with service for the period of the disability.

## **Military Leave**

Lingo Staffing, Inc. complies with the Uniform Services Employment and Re-employment Rights Act (USERRA). USERRA applies to all employees who voluntarily or involuntarily perform services in the Armed Forces, Army National Guard, Public Health Services, or any other category of service designated by the President or Governor, in time of war or emergency. As part of its USERRA compliance, Lingo Staffing, Inc. grants unpaid military leaves of absence for active duty or training.

You must notify the Human Resources Department of your need for a Military Leave of Absence in writing. Requests for a leave of absence to serve in the active or reserve military services of the United States will be evaluated in accordance with applicable law. Continuation of health insurance benefits is available as required by USERRA, based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Members of the National Guard or military reserves are entitled to a leave of absence not to exceed, except in the event of an emergency or extenuating circumstances, 17 calendar days per year for required training or similar duty, plus reasonable travel time.

## **Time Off to Vote**

Lingo Staffing, Inc. encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule, because election polls now open early in the morning and remain open until late

in the evening. If employees are registered voters and are unable to vote in an election during their non-working hours, the Company will grant up to two hours of paid time off to vote.

An employee should request time off to vote from the Office Manager at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift; whichever provides the least disruption to the normal work schedule. Employees must submit a voter's receipt on the first working day following the election to qualify for paid leave.

### **Jury Duty and Witness Duty**

Lingo Staffing, Inc. encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees may take an unpaid leave of absence while serving on a jury. So that the Company may make arrangements to accommodate the employee's absence during jury duty, an employee must show the jury duty summons to the Office Manager as soon as possible after it is received. The employee is expected to report for work whenever the court schedule permits.

An employee who is required by law to appear in court as a witness may take unpaid time off for this purpose, provided that the employee provides the Company with reasonable advance notice. The employee must show the subpoena to the Office Manager as soon as possible after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.