



EXTERNAL EMPLOYEE HANDBOOK

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WELCOME

Welcome Message

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 Lingo Staffing'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, because it will answer many questions about employment with Lingo Staffing.

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
Founder & President

Derek Pittak
Chief Executive Officer

Core Values

Drive

Exhibits strong work ethics through being resourceful.

Accountability

Accepts responsibility for one's actions

Integrity

Acts with honesty and trustworthiness.

Respect

Treat people with courtesy, politeness, and kindness.

NATURE OF EMPLOYMENT

Purpose of Handbook

At Lingo Staffing, we believe that every employee plays a crucial role in our shared journey towards success. This handbook is designed to be your guide, providing you with information you need to navigate your employment with Lingo Staffing. This handbook serves as a valuable resource to help you understand our culture, policies, and practices. The policies within this handbook are specific to Lingo Staffing; when working with a client, it is essential to adhere to their set policies and guidelines and understand they may differ from those listed throughout.

This handbook outlines our expectations, values, and the standards we uphold in everything we do. While helpful, it is not intended to be totally comprehensive and cannot address every circumstance or question that may arise. Lingo Staffing reserves the right to revise, supplement, or rescind any policies or portions of the Employee Handbook as well as any of our personnel policies and benefits from time to time as it deems appropriate, in its sole and absolute discretion. As our organization evolves, this handbook will also be updated to reflect any changes.

This handbook does not and is not intended to create a contract of any kind, including but not limited to a contract of employment, create a contract for a definite term, set forth terms or conditions of employment, or limit possible reasons for dissolution of the employment relationship. Neither this handbook nor any other policy confers any contractual right either expressed or implied or a warranty of any compensation or benefits.

We understand that you may have questions about our policies and practices. This handbook is designed to address many of these questions, but please contact your hiring branch for guidance and support should you need further clarification.

At-Will Status

Your employment with Lingo is at-will. This means that employees are not hired for any specified period of time; and their employment may be terminated at any time, with or without cause, and with or without notice, by either Lingo Staffing or the employee. Nothing in this Employee Handbook or any oral and/or written statement will limit the right to terminate the at-will employment relationship.

Date of Hire

Employment with Lingo Staffing is contingent upon satisfactory completion of background, reference, 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's client. In addition, Lingo Staffing 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 OPPORTUNITY AND COMMITMENT TO DIVERSITY

Equal Employment Opportunity

Lingo Staffing 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 are based on merit, qualifications, and business needs. As an Equal Opportunity Employer, Lingo Staffing does not discriminate on the basis of sex, gender, race, color, religion, national origin, creed, citizenship status, ancestry, natural or protected hairstyles, age, sexual orientation, gender identity, marital status, pregnancy, childbirth or related medical conditions, cancer-related medical condition, genetic information, mental and physical disability (actual or perceived), pregnancy, military status or any other basis protected by applicable federal and state laws.

Employment Verification

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.

Americans with Disabilities Act

Under the Americans with Disabilities Act (ADA) Lingo Staffing will make reasonable accommodations to the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, and to applicants and employees who are experiencing pregnancy, childbirth, or related medical conditions, unless doing so would result in an undue burden to Lingo Staffing's operations.

Any employee wanting to make a request for reasonable accommodation should contact your hiring branch.

Non-Discrimination Policy

Lingo Staffing is committed to providing a work environment that is free of discrimination and workplace harassment. In keeping with this policy, the Company strictly prohibits discrimination of any kind in any form, including inappropriate and disrespectful behavior, intimidation, violence, and other unwelcome conduct directed at an individual because of their inclusion in a protected class as listed in the Equal Employment Opportunity Policy. It is the responsibility of each employee to conscientiously follow this policy in all daily work activities. Any employee who engages in offensive and/or humiliating conduct in violation of this policy, whether it is directed toward a co-worker, customer, supplier, business partner, or visitor will be subject to disciplinary action, including termination.

Anti-Harassment Policy

Harassment is a form of discrimination. It includes offensive verbal, physical, or visual behavior and actions directed toward an individual, based upon the individual's inclusion in a protected class as listed in the Equal Employment Opportunity Policy. It is defined as conduct so severe or pervasive that it interferes with an employee's work performance by creating an environment that a reasonable person would consider to be intimidating, hostile, or abusive. This behavior is not tolerated at Lingo Staffing and employees found to be in violation of this policy will be subject to disciplinary action, including termination.

Anti-Sexual Harassment Policy

Sexual harassment is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical harassment of a sexual nature. This may include but is not limited to offensive remarks about a person's sex, unwanted advances, or sexually explicit jokes; inappropriate physical contact such as touching or hugging; and displays of sexually explicit posters, pictures, cartoons, or drawings. This behavior is not

tolerated at Lingo Staffing and employees found to be in violation of this policy will be subject to disciplinary action, including termination.

Anti-Violence Policy

Violence in the workplace will also not be tolerated at Lingo Staffing. Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened. This behavior is not tolerated at Lingo Staffing and employees found to be in violation of this policy will be subject to disciplinary action, including termination.

Anti-Retaliation & Whistleblower Protection

Lingo Staffing prohibits any form of retaliatory action against employees who, in good faith, submits a complaint, a report, an inquiry, or provides information about concerns or suspected violations of Lingo Staffing policies or local, State, or Federal laws and regulations. Victims and witnesses of workplace harassment and violence will not be retaliated against in any manner. Any complaint made in good faith will under no circumstances be grounds for disciplinary action. Anyone who is found to have engaged in harassment, discrimination, or violence in violation of this policy will be subject to appropriate disciplinary action, depending on the circumstances, up to and including termination of employment.

Employees will also not be retaliated against for utilizing any leave awarded to them by any applicable federal or state law or leave policy.

A whistleblower, as defined by this policy, is an employee of Lingo Staffing who reports an activity that is believed, in good faith, to be illegal by applicable state law or unethical to 1 or more offices and/or agencies. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities. Examples of illegal or unethical activities are violations of federal, state, or local laws; knowingly misrepresenting programmatic data; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or unethical activity, the employee should contact their hiring branch. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination. Any employee who in good faith reports any illegality or dishonesty will be protected from any sort of retaliation.

Reporting Procedures

Any employee believing they have witnessed or been a victim of any form of discrimination should immediately report any such incident to their hiring branch or any Lingo Staffing leader to whom the employee feels comfortable bringing such complaint. All complaints of harassment and violence are treated as confidential to the extent consistent with the need to conduct a fair, complete, and responsive investigation.

EMPLOYEE CONDUCT AND WORKPLACE GUIDELINES

Open Door Policy

Lingo Staffing encourages employees to raise any questions or concerns with their hiring branch or any other member of the management team at Lingo Staffing with whom they feel comfortable. If anyone is dissatisfied with a Lingo Staffing company policy or practice, or encounter a problem with their work, we want to hear about it. The door is always open for you to discuss issues, make constructive comments, and help improve Lingo Staffing.

Business Ethics & Conflicts of Interest

The successful business operation and reputation of Lingo Staffing is built upon the ethical conduct of our employees and living our core values. The continued success of Lingo Staffing is dependent upon our customers' trust, and we are dedicated to preserving that trust. Employees should act in a way that will merit the continued trust and confidence of the public. Lingo Staffing will comply with all applicable laws and regulations and expect its directors, officers, and employees to conduct business in accordance with all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

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 employment with Lingo Staffing, employees may not engage in outside employment for a competitor. Outside employment must be disclosed to their hiring branch so a determination can be made 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 at Lingo Staffing. Failure to disclose outside employment may lead to disciplinary action, up to and including termination.

Code of Conduct

Purpose

This Code of Conduct sets standards for ethical behavior, accountability, and professionalism. All employees, contractors, and representatives of Lingo Staffing are expected to adhere to these principles to maintain trust, integrity, and respect in every aspect of our business.

Core Values

- **Drive:** Exhibits strong work ethic through being resourceful.
- **Accountability:** Accepts responsibility for one's actions.
- **Integrity:** Acts with honesty and trustworthiness.
- **Respect:** Treat people with courtesy, politeness and kindness.

1. Compliance with Laws and Policies

All employees must comply with applicable laws, including labor, safety, anti-corruption, and data privacy regulations. We also adhere to company-specific policies, including anti-bribery, non-discrimination, and workplace safety guidelines.

2. Anti-Bribery and Corruption

Offering, soliciting, or accepting bribes, gifts, or improper payments in exchange for business or favors is strictly prohibited. Employees must avoid any form of corruption, whether in dealings with public officials, clients, or other stakeholders. Report any suspected corruption immediately through designated channels.

3. Equal Opportunity and Non-Discrimination

We are committed to providing a workplace free from discrimination and harassment. Employment-related decisions will be made based on merit, without regard to race, gender, age, religion, disability, sexual orientation, or any other legally protected status. We promote a culture of inclusion and respect for all employees.

4. Health and Safety

The safety and well-being of our employees is top priorities. All employees are required to follow safety procedures, report hazards, and actively participate in creating a safe working environment. We are committed to complying with all health and safety regulations.

5. Confidentiality and Data Protection

All employees must protect confidential information related to the company, clients, and candidates. This includes personal data, trade secrets, and proprietary information. Employees are prohibited from sharing such information without proper authorization.

6. Conflicts of Interest

Employees must avoid any activities or relationships that could create a conflict between personal interests and the interests of the company. Potential conflicts should be disclosed to management to ensure transparency and prevent misunderstandings.

7. Use of Company Assets

Employees are expected to use company property, technology, and resources responsibly. Misuse of equipment, data, or systems is not permitted. Company assets should be used for legitimate business purposes only.

8. Reporting Violations

Employees are encouraged to report any suspected violations of this Code or unethical behavior promptly. Reports can be made through established channels, and confidentiality will be maintained to the fullest extent possible. We do not tolerate retaliation against individuals who report issues in good faith.

9. Disciplinary Action

Violations of this Code may result in disciplinary action, up to and including termination of employment or legal action. The severity of the action will depend on the nature and impact of the violation.

10. Acknowledgment

All employees are required to review and acknowledge this Code of Conduct annually. This ensures that all staff are aware of the expectations and standards required to maintain a positive and ethical work environment.

Printed Name: _____ **Date:** _____

Signature: _____

ANTI-BRIBERY AND CORRUPTION POLICY

Introduction

This Anti-Bribery and Corruption Policy outlines Lingo's commitment to conducting business with the highest ethical standards. Bribery and corruption are illegal and undermine trust, transparency, and fairness. This policy applies to all employees, contractors, partners, and any third parties acting on our behalf, ensuring compliance with anti-bribery laws and regulations.

Scope

This policy applies to all activities carried out by employees, contractors, and partners of Lingo Staffing, including dealings with government officials, clients, suppliers, and other stakeholders. It covers all forms of bribery, including but not limited to, cash payments, gifts, hospitality, or other benefits offered to gain a business advantage.

Prohibited Activities

- Offering, promising, or giving a bribe: Employees must not offer or give any gift, payment, or other benefit with the intention of influencing a business decision.
- Soliciting or accepting a bribe: Employees must not solicit or accept any form of bribe or improper payment.
- Third-Party Bribery: Employees are responsible for ensuring that third parties acting on behalf of the company also comply with this policy.
- Facilitation Payments: Employees are prohibited from making or accepting facilitation payments, even if they are customary in certain countries.

Gifts and Hospitality

Reasonable gifts and hospitality may be accepted or provided as long as they are of nominal value and intended to build goodwill, not to influence a business outcome. Any gift or hospitality exceeding a set threshold (e.g., \$500) must be reported and approved by management.

Reporting and Whistleblowing

Employees are required to report any suspected bribery or corruption. Reports can be made through confidential channels, and the company ensures that no retaliation will occur against individuals who report concerns in good faith. All reported cases will be investigated promptly and thoroughly.

Training and Communication

All employees will receive regular training on anti-bribery and corruption laws and practices. The policy will be communicated to all employees and business partners, ensuring that they understand their obligations.

Record-Keeping

Employees are required to keep accurate records of all transactions, including gifts, hospitality, and expenses, to demonstrate compliance with this policy. All records must be maintained in accordance with company procedures and applicable laws.

Disciplinary Action

Any employee found to be involved in bribery or corruption will face disciplinary action, up to and including termination of employment. The company reserves the right to pursue legal action if necessary.

Policy Review

This policy will be reviewed periodically to ensure its effectiveness and alignment with evolving laws and industry standards. Employees will be notified of any updates or changes.

Acknowledgment

All employees must review and acknowledge this Anti-Bribery and Corruption Policy as part of their onboarding process and annually thereafter.

Printed Name: _____ **Date:** _____

Signature: _____

Solicitation & Postings

Persons not employed by Lingo Staffing may not solicit or distribute literature in the workplace at any time for any purpose.

Lingo Staffing recognizes that employees may have an interest 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 notices
- 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 to consider for posting, they must submit it to their hiring branch or approval before posting.

Attendance & Punctuality

Lingo Staffing expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees, on Lingo Staffing, 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 hiring branch as soon as possible in advance and at least one-half hour before start of the shift. Calling enables Lingo Staffing 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.

Dress Code

Employees are expected to dress in a manner that reflects professionalism and good judgment. Employees should use discretion when selecting attire, keeping in mind the nature of their role, responsibilities, and interactions with colleagues, clients, and visitors.

In accordance with Lingo Staffing's Anti-Discrimination and Anti-Harassment policies, employees will not be discriminated against and will be provided any reasonable accommodations to dress on the basis of sex, natural origin, race, disability, gender identity, religion, or any other protected class as listed in the Equal Employment Opportunity policy.

Employees are required to wear the appropriate PPE as mandated by their job duties and safety regulations. Any concerns or violations of the Dress Code and PPE Policy should be addressed promptly and confidentially through the appropriate channels, such as contacting the hiring branch.

Workplace Safety Program

The Workplace Safety Program is a top priority for Lingo Staffing. Each employee is expected to obey safety rules and to exercise caution in all work activities. Information about workplace safety and health issues is provided to employees 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 that covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Employees must immediately report any unsafe condition to the appropriate supervisor. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. 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 the hiring branch. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Drug-, Alcohol-, Smoke-Free Workplace

While conducting business-related activities on and off Lingo Staffing'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.

Smoking is prohibited anywhere inside Lingo Staffing's facilities.

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 Lingo Staffing. This information is, and at all times remains, Lingo Staffing'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 Lingo Staffing.

Use of Computers, E-mail, and the Internet

The computer and e-mail systems and Internet access are provided by Lingo Staffing 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 Lingo Staffing. 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 business records of Lingo Staffing and, as such, is subject to discovery in the event of litigation. Lingo Staffing 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.

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 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.

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 strives to maintain a workplace free of harassment and discrimination, and one that is sensitive to the diversity of its employees. Therefore, Lingo Staffing 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.

Employees should contact their hiring branch with any questions.

Social Media

Lingo Staffing acknowledges that social media has become an integral part of modern life that provides us with unique opportunities to communicate and share information with others. For purposes of this policy, social media refers to any means of posting content on the internet, including personal websites, social networking sites, blogs, chat rooms, and other online platforms, whether affiliated with Lingo Staffing or not. While Lingo Staffing respects your right to personal expression, employees should assume that anything on social media—whether on a business or personal account—could be viewed by a colleague, supervisor, partner, supplier, competitor, investor, client, or potential customer. As such, any social media activity, even from your personal account, reflects on Lingo Staffing as well as on yourself.

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by Lingo Staffing.

Guidelines for Posting on Social Media

- Protect trade secrets, intellectual property, and confidential information related to Lingo Staffing;
- Do not make statements that are maliciously false or defamatory or would constitute unlawful harassment or discrimination;
- Do not make express or implied threats of violence;
- Avoid linking personal accounts to Lingo Staffing as an official source;
- Respect copyright, trademark, and third-party rights.

Do not use company email addresses to register on social media platforms for personal use. If you identify yourself as an employee of Lingo Staffing on your personal account and are posting about the Lingo Staffing, make it clear that your views are your own and that you are not speaking on behalf of Lingo Staffing.

Do not speak to the media on behalf of the Lingo Staffing if not authorized to do so. Direct all media inquiries for official Lingo Staffing responses to info@lingostaffing.com.

Use of Phone and Voicemail 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 Lingo Staffing. Lingo Staffing reserves the right, in its sole discretion, without notice, to access these systems, including employees' voicemail.

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 Lingo Staffing's premises, and all materials issued to or created by employees during their employment, remain at all times the property of Lingo Staffing. Lingo Staffing 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 Lingo Staffing'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 to prevent deterioration of equipment and possible injury.

Lingo Staffing's name, letterhead, supplies, and copy services are for Lingo Staffing's business and may not be used for personal needs. Use of company postage for personal correspondence is not permitted.

All Lingo Staffing property must be returned on or before an employee's last day of work.

EMPLOYMENT STATUS AND RECORDS

Employment Classifications

Employees are classified as exempt and non-exempt in accordance with the Fair Labor Standards Act ("FLSA").

Exempt: Employees meeting the criteria established by FLSA and applicable state laws are exempt from overtime pay requirements and should fulfill all job duties regardless of the number of hours worked.

Non-Exempt: Employees who are subject to overtime based on the criteria established by FLSA and applicable state laws at a rate of one-half times their regular pay rate for hours worked in excess of 40 per work week.

Employment Status

Depending on the number of hours per week an employee is regularly scheduled to work, they are classified as either a part-time or a full-time employee.

Regular Full-Time Employee: An employee scheduled to work 30 hours or more per work week.

Regular Part-Time Employee: A employee scheduled to work less than 30 hours per work week.

Contractors/1099s: Contractors are not Lingo Staffing employees but work with Lingo Staffing under contract and are subject to the terms of their contract. Contractors are not eligible to participate in our benefit programs nor eligible to use any paid leave and are not bound by company policies.

Temporary Employee: An employee scheduled to work briefly to supplement the needs of Lingo Staffing and can work part-time or full-time hours for a limited period of time.

Personnel Records

Personnel records are maintained for each employee to include information about their employment with Lingo Staffing. Access to employee records is restricted to those with a direct business need as company property, but at any time, the employee may request to view any and all information in the file. Lingo Staffing will 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 Lingo Staffing of any personnel data changes including personal mailing address, telephone numbers, number and names of dependents, emergency contact information, educational accomplishments, and other status reports.

Medical Records

Files containing medical records are stored separately apart from any business-related records. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Separation from Employment

Since employment with Lingo Staffing is based on mutual consent, both the employee and Lingo Staffing 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.

Employee References

Lingo Staffing 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 will also provide further information if it is legally required to do so.

PAYROLL AND TIMEKEEPING

Pay Transparency Policy

Lingo Staffing will not discriminate or retaliate against any employee for inquiring about, discussing, or disclosing information regarding your own wages, benefits, or other compensation. This policy does not require you to disclose such information about yourself to any other employee or former employee. However, if you have access to or knowledge of the compensation information of other employees as a part of your essential job functions, you may not disclose that information to individuals who do not otherwise have authorized access to it, unless the disclosure is:

- In response to a formal charge or complaint.
- In furtherance of an investigation, proceeding, hearing, or other action (including an investigation conducted by Lingo Staffing); or
- Consistent with the legal duty of Lingo Staffing to furnish information.

Wage Payment and Collection

Lingo Staffing will provide detailed info about an employee's rates of pay, allowances, and other wage-related details upon hiring and will pay all wages, other than fringe benefits and wage supplements, due to the employees on regularly scheduled paydays designated in advance by Lingo Staffing.

Pay Periods

Lingo Staffing'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 timecards are due into the local Lingo Staffing office by 12:00 pm local time Monday for the previous work week. If you submit a timecard that does not have the required signature, is otherwise incomplete, incorrect or late, your paycheck based on that timecard may be delayed.

Paydays

All employees are paid weekly on Fridays. 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 will not provide employees with pay advances or extensions of credits on unearned or unpaid wages.

Administrative Pay Corrections

Lingo Staffing 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 their hiring branch so that corrections can be made as quickly as possible.

Pay Deductions

Lingo Staffing has an obligation to withhold certain amounts from an employee's paycheck for federal, state, and local income taxes and FICA including social security and Medicare as required by law. Lingo Staffing also must withhold any court-ordered wage garnishment or family support from wages, where applicable. Lingo Staffing may 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

Employees have the responsibility to accurately record the time worked. Federal and state laws require Lingo Staffing 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 into the timekeeping system of record, 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

The weekly and daily work schedules of 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

Any non-exempt employee is subject to overtime based on FLSA and applicable state laws at a rate of one-half times their regular pay rate for hours actually worked in excess of 40 per work week. Exempt hourly employees are paid for each approved billable hour worked at their regular hourly rate.

Depending on the company needs, employees may be required to work overtime when requested. All overtime hours must be approved in writing by your on-site supervisor. 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. Lingo Staffing 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.

EMPLOYEE BENEFITS

Group Insurance Plans

You may be eligible for company-sponsored benefits. Terms of the Lingo Staffing's benefits programs are set out in the Summary Plan Description (SPD). A copy of the SPD can be found under Benefits on the Lingo Staffing SharePoint site or by contacting benefits@lingostaffing.com. This Employee Handbook does not change or otherwise interpret the terms of the official plan documents. 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 Waiting Period

Employees may sign up for coverage during their first thirty (30) days of employment or during the company-wide open enrollment period. Employees who choose not to elect coverage during their own 30-day open enrollment period, or a company-wide open enrollment, will be asked to wait until the next company-wide open enrollment period before being allowed to elect coverage. Leaving one job assignment and immediately starting another does not constitute a "new" 30-day open enrollment period. If an employee has been terminated or laid off from an assignment and returns on a new assignment, after 6 or more weeks, he/she may re-enroll as a new hire. ESC/PAI considers an employee's first day on a job assignment, regardless of length, the start of their personal 30-day open enrollment period.

Benefits Continuation (COBRA)

Employees become eligible to receive a COBRA offer if they have had at least one payroll deduction through their employer and have missed six consecutive premium payroll deductions. Once there is a six week break with no payroll premium reported, a COBRA letter is automatically generated and sent by PAI to the member's home address. If the employee or dependent is eligible, he or she may elect COBRA within sixty days from the date of their letter and the applicable premium must be remitted in full to the address provided in their letter. COBRA participants or "qualified beneficiaries", are not billed for their COBRA payment and must take responsibility to keep premium current. COBRA participants may generally stay on COBRA for up to 18 months from the date of a qualifying event that causes loss of coverage. A second qualifying event may allow extended COBRA coverage for up to 36 months. Qualifying events for COBRA are termination of employment, loss of coverage due to a reduction of hours, death of the employee, divorce or legal separation, change in status of a dependent, Medicare entitlement, retired employees, and for employer bankruptcy.

Workers' Compensation Insurance

Lingo Staffing 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. Employees are required to follow the Workplace Safety Program to reasonably prevent any injuries to self or others.

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, can result in disciplinary action up to, and including, termination of employment.

Neither Lingo Staffing 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 Lingo Staffing.

LEAVE BENEFITS

Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period, depending on the reasons for the leave. FMLA will run concurrently with all applicable leave laws including workers' compensation.

To be eligible for family/medical leave, you must satisfy both of the following conditions:

1. Worked for the Company for at least 12 months and for at least 1,250 hours in the past 12 months;
2. At the time leave is requested, worked at a worksite where there are at least 50 employees within 75 miles of the worksite.

Eligible employees may take FMLA leave for the following reasons:

1. Birth of a child, or to care for a newly-born child (up to 12 weeks);
2. Placement of a child with the employee for adoption or foster care (up to 12 weeks);
3. To care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to 12 weeks);

4. Because of the employee's serious health condition that makes the employee unable to perform the employee's job (up to 12 weeks);
5. To care for a covered service member with a serious injury or illness related to certain types of military service (up to 26 weeks).

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 when utilizing FMLA.

For more information, please contact benefits@lingostaffing.com.

Disability for Pregnancy, Childbirth, or Related Medical Conditions

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 will transfer an employee affected by pregnancy to a less strenuous or hazardous position if requested and the request is based upon the certification of your health care provider as medically advisable and can be reasonably accommodated. 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. Lingo Staffing will not discharge another employee to create a position to transfer the employee to. Lingo Staffing will also not transfer to a role the employee is not qualified to perform.

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.

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

Lingo Staffing, Inc. will reinstate you to the job you held before your leave or transfer began, unless

- 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 Lingo Staffing to 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 for which you are qualified open on your scheduled date of return or within 10 working days thereafter. 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. Lingo Staffing can deny 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.

Disability leave for Pregnancy, Childbirth, or Related Medical Conditions leave is unpaid. You may substitute your accrued vacation and sick leave for unpaid leave.

When you become disabled, you should apply for any applicable state disability insurance 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 medical insurance coverage under COBRA.

Work-Related Disability Leave

Eligible employees may take an unpaid leave of absence when 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. During your leave, you may receive workers’ compensation benefits in accordance with state law.

Your leave of absence will end at the conclusion of an agreed upon length 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 Lingo Staffing receives 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 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 unless:

- You directly or indirectly indicate to us that you do not intend to return to our employ;
- Your former position no longer exists;
- You had to be replaced as a business necessity;
- You are no longer qualified for your former job; or
- 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.

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.

Your group health plan coverage for you and your dependents will be maintained at the level and under the condition's coverage would have been provided if you had remained continuously employed.

Military Service Leave (including USERRA, Civil Air Patrol Leave, and Military Family Member Leave)

Military leave of absence will be granted to employees who are members of the uniformed services in accordance with applicable federal and state law. Lingo Staffing complies with the Uniform Services Employment and Re-employment Rights Act (USERRA) as well as all applicable state laws. 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 applicable law compliance, Lingo Staffing grants unpaid military leaves of absence for active duty or training, including Civil Air Patrol leave.

For employees eligible in compliance with state law, Lingo Staffing will provide these employees with up to 10 days or 80 hours (whichever is less) of unpaid military family leave in a calendar year.

To be eligible for leave, you must meet the following criteria:

- Have been employed with the Company for at least 12 consecutive months and for at least 1,250 hours in the 12 months immediately preceding commencement of the leave.
- Must be the parent, spouse, or a person who has or had legal custody of a person who is a member of the uniformed services and is called into active duty in the uniformed services for a period longer than 30 days, or is injured, wounded, or hospitalized while serving on active duty in the uniformed services.

- Have exhausted all other available leave, except sick leave or disability leave.

You must provide at least 14 days' notice prior to taking the leave if the leave is taken due to a call to active duty. At least two days' notice must be provided if the leave is taken due to an injury, wound, or hospitalization. If the covered family member's situation is critical or life threatening, no notice is required. Employees may be required to provide certification from the appropriate military authority to verify that the above leave eligibility criteria is satisfied.

You may take leave no more than two weeks prior to, or one week after, the covered family member's deployment date.

You must notify Lingo Staffing 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 law, 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.

No employee will face any form of discrimination due to membership or obligation to perform service for any of the Forces, or auxiliary forces, of the United States or be subjected to retaliation or adverse employment action, or denied employment, re-employment, promotion, or other benefits on the basis of such membership.

Jury Duty

Unless required by applicable state law, Lingo Staffing will provide eligible employees with unpaid leave, unless otherwise required by applicable state law, if summoned for jury duty. Employees are required to provide proof of jury duty summons and documentation confirming dates of service once obligations are completed as soon as those documents are received by the employee.

Court Service & Crime Victim and Witness Duty

An employee who is required by law to appear in court, including Juvenile Court, as a witness or you, or a close family member, was victimized by a criminal act, may take unpaid time off, unless otherwise required by applicable state law, for this purpose, provided that the employee provides Lingo Staffing with reasonable advance notice. The employee must show the subpoena 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.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT AND RECEIPT

I, _____, have received and reviewed a copy of the Lingo Staffing Employee Handbook. I understand that the policies and guidelines contained within the handbook are designed to provide information about Lingo Staffing's expectations, procedures, and benefits, and that it is my responsibility to familiarize myself with its contents.

Since the information, policies, and benefits described herein are subject to change at any time, I acknowledge that revisions to the handbook may occur at any time, except to Lingo Staffing's policy of employment-at-will. All such changes will generally be communicated through official written notices, and I understand that revised information may supersede, modify, or eliminate existing policies. I understand that it is my responsibility to comply with the policies contained in this handbook, and any revisions made to it.

I have received a copy of the Lingo Staffing Employee Handbook on the date listed below. I understand that this form will be retained in my personnel file. I understand that I should consult the applicable resources regarding any questions not answered in the handbook.

Signature of Employee

Date

Employee's Name – Printed

ANTI-HARASSMENT & ANTI-SEXUAL HARASSMENT POLICY ACKNOWLEDGEMENT AND RECEIPT

I, _____, have received and reviewed a copy of the Lingo Staffing Anti-Harassment and Anti-Sexual Harassment Policies. I understand that the policies and guidelines are designed to provide information about Lingo Staffing's expectations and procedures, and that it is my responsibility to familiarize myself with its contents. My signature below confirms knowledge, acceptance, and agreement to comply with the policies.

Signature of Employee

Date

Employee's Name – Printed