

**S. Brooks and Associates, Inc.  
dba  
Brooks Staffing**

**EMPLOYEE HANDBOOK**

Effective September 2016

**BROOKS STAFFING  
EMPLOYEE HANDBOOK**

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## I. INTRODUCTION

Welcome to our company! We are delighted to have you as part of our team. We want to make our employment relationship with you as successful as possible. To that end, we have created this employee handbook to acquaint you with the policies, procedures, practices, and benefits of S. Brooks and Associates, Inc. and Brooks Staffing (both referred to here as "Brooks Staffing"). It is intended to provide you with information about the company that will be helpful to you in the course of your employment. We ask that you take the time to read it and become familiar with its contents.

All policies, procedures, practices, and benefits in this handbook are effective as of September 2016. This handbook supersedes all previous policies, procedures, practices, and benefits of Brooks Staffing, both oral, and written.

As stated above, this handbook is intended to provide you with information about Brooks Staffing's employment policies, practices, benefits, and other general information. Please understand that this handbook is simply a guideline for Brooks Staffing's current policies, procedures, practices, and benefits, and therefore should not (and cannot) be construed as a promise of specific treatment or a guarantee of employment for a specific period of time. **This handbook is not a contract of employment.**

EMPLOYMENT AT BROOKS STAFFING IS "AT-WILL." THIS MEANS EITHER BROOKS STAFFING OR AN EMPLOYEE GENERALLY CAN TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME FOR ANY REASON WITH OR WITHOUT NOTICE OR CAUSE.

Circumstances may occur that will require the policies, procedures, practices, and benefits described in this handbook to change from time to time. Except for the at-will employment relationship, which can be altered only by an express written agreement signed by both you and a staffing coordinator of Brooks Staffing, Brooks Staffing reserves the right to amend, supplement, or rescind any or all provisions of this handbook as it deems appropriate at its sole and absolute discretion. Only Brooks Staffing can make interpretations of and changes to the policies, procedures, practices or benefits in this handbook. Any time the Brooks Staffing agree to a change to the policies, procedures, practices or benefits in this handbook, such a change becomes effective only when reduced to writing and signed by Brooks Staffing.

We look forward to sharing a positive work environment with all of our employees. If you have any questions about our policies or anything else, please ask us.

Simone M. Brooks  
President

## **II.EQUAL EMPLOYMENT OPPORTUNITY AND ANTI-HARASSMENT POLICIES**

### **EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

At Brooks Staffing, one of our core business objectives is to maintain a workplace in which all employees can achieve their full potential without being impeded by discrimination or harassment based on sex, race, national origin, age, religion, sexual orientation, gender identity, disability, military, veteran status or any other status or characteristic that is protected by applicable nondiscrimination law. Our practices and policies are intended to impress upon every employee at every level of the company the seriousness of this commitment and to encourage employees to report any conduct that they perceive to be discriminatory or harassing in nature. Hiring, promotion, discipline, wages, termination and all other decisions regarding the terms and conditions of employment are to be made without discrimination based on any of the characteristics described above.

It is critical for all employees to remember that our workplace is fundamentally a place for work; any conduct that interferes with an employee's ability to do his/her job, including harassing or other discriminatory conduct, is detrimental to every one of us and to our business as a whole. Consequently, Brooks Staffing's policy of nondiscrimination requires more than just obeying the law; it requires that all employees at all levels of our business conduct themselves with maturity and professionalism in all that they do at Brooks Staffing and its clients. Any employee who engages in harassing, discriminatory or other objectionable behavior is subject to discipline, which may include immediate termination of employment.

### **RELIGIOUS ACCOMMODATION**

We will make reasonable efforts to accommodate the religious beliefs and practices of our employees unless it causes undue hardship on the company. We will determine whether if a requested accommodation would create an undue hardship based on the particular facts in each case.

### **INDIVIDUALS WITH DISABILITIES**

Brooks Staffing will afford reasonable accommodation to qualified applicants and employees with a known disability, unless providing such accommodation creates an undue hardship on the company's operations.

Any employee who is a disabled person may voluntarily inform their supervisor of any physical or mental disability and may suggest methods of reasonable accommodation. This information is confidential and will be used only to evaluate reasonable accommodation alternatives to permit you to perform the essential functions of the job in a safe and efficient manner.

Any employee who believes that he/she is having difficulty in continuing to meet the performance requirements of the job due to a physical or mental disability is encouraged to advise his/her supervisor regarding the nature of the disability, the work limitations covered by the disability and any suggested reasonable accommodation.

## SEXUAL HARASSMENT

Like other forms of discrimination, sexual harassment is a violation of the law and is strictly prohibited. In general, sexual conduct, or conversation is inappropriate in the workplace. In addition, sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that may be offensive or intimidating to others are strictly forbidden. Sexually harassing conduct may be verbal, visual, or physical in nature. It may include the use of sexually oriented comments, posters, e-mail, and jokes when they contribute to a hostile or offensive working environment.

Conduct meets the legal definition of sexual harassment when:

1. Submission to sexual conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
2. Submission to or rejection of sexual conduct influences employment decisions affecting the individual;  
or
3. Sexual conduct or language interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

No employee of Brooks Staffing –no matter what position he/she holds–has the authority to engage in harassing conduct or to condition any term or condition of employment on submission to any sexual conduct. Likewise, harassment of any Brooks Staffing employee by a vendor or customer is unacceptable and will not be tolerated.

## OTHER FORMS OF PROHIBITED HARASSMENT

Like sexual harassment, harassment based on gender, race, national origin, age, religion, sexual orientation, gender identity, disability, military, veteran status or any other protected status or characteristic that is protected by applicable nondiscrimination law also is strictly forbidden and is contrary to Brooks Staffing's goals and objectives. Epithets, jokes and hostile or degrading comments based on these characteristics are prohibited in the strongest possible terms and will not be tolerated.

## WHAT TO DO IF YOU FEEL THAT DISCRIMINATION OR HARASSMENT HAS OCCURRED

If you believe that you or any other employee or customer has been subjected to discrimination, including sexual or any other form of harassment, you must immediately notify your supervisor, the next level of authority, or anyone in management of Brooks Staffing or the customer for whom you are working. Brooks Staffing takes such complaints seriously and investigates promptly so that appropriate corrective action can be taken to eliminate and prevent any unacceptable conduct.

It is critical to our continued success that all employees feel free to come forward with any complaints or concerns regarding inappropriate conduct. We protect the confidentiality of complaints to the extent possible. **Retaliation against any employee for making a complaint or for providing information**



**concerning a complaint is forbidden in the strongest possible terms.** Should you have any questions about this policy, please address them to your supervisor.

### III. EMPLOYEE CLASSIFICATION/STATUS

#### EXEMPT AND NONEXEMPT STATUS

Pursuant to the Fair Labor Standards Act (the "FLSA") and applicable state laws, employees are classified as "exempt" or "nonexempt" from overtime pay. Exempt employees typically perform administrative, professional, supervisory, managerial or outside sales responsibilities, and are paid on a salary basis. Exempt employees are not eligible for overtime pay. Nonexempt employees are normally paid hourly and are eligible for overtime pay at a rate of one and one-half their regular rate for all hours worked more than 40 in a workweek.

### IV. HOURS OF WORK

#### WORK WEEK

Generally, for overtime purposes, the workweek extends from 12:00 a.m. Monday through 11:59 p.m. Sunday. However, some clients have different work weeks. Please consult your staffing coordinator to determine if your work week varies from the general rule.

#### WORK HOURS

Work hours vary depending on the job assignment. Requests for schedule changes must be submitted in writing and pre-approved by the employee's supervisor.

#### ATTENDANCE, PUNCTUALITY AND ABSENTEEISM

We depend on the regular and prompt attendance of all our employees in order to serve our clients. Our staffing levels and business commitments are based on the assumption that our employees will meet our attendance requirements. Occasional tardiness and absenteeism may be unavoidable and excusable. Whenever such an occasion is anticipated, however, you are expected to notify your supervisor sufficiently in advance to arrange for coverage of your position. If the absence is unexpected, you should notify us as soon as practicable. Frequent unexcused tardiness, and absenteeism, and/or failure to follow our notification requirements is not acceptable. Such conduct will likely result in discipline, up to and including termination.

## **MEAL AND REST PERIODS**

We provide an unpaid and normally uninterrupted 30- minute or one-hour meal break to nonexempt employees who work six (6) or more hours in a day. If, in the unusual situation that you are required to remain on duty during your meal period or to perform tasks during your meal period, or if your meal period is interrupted due to work purposes, and if you are unable to get at least 30 minutes of uninterrupted time for your lunch break, you will be paid for that meal period.

State laws on meal breaks and rest periods vary depending on worksite location. Contact your staffing coordinator should you have questions.

Nonexempt employees receive 10-minute paid rest breaks for each four (4) hours or greater portion thereof worked. By law, your breaks need to be taken in the middle of the work period. Nonexempt employees may not work through their lunch or skip their rest breaks in order to leave early or arrive to work later than scheduled. If you believe that you are not receiving your meal and rest breaks, you must contact your staffing coordinator.

## **LACTATION ACCOMMODATION**

Upon request, we will provide unpaid rest breaks as required by law for an employee who needs lactation accommodation at the workplace. If feasible, the break should be taken concurrently with the paid 10-minute rest break already provided to all employees. The employee may work before or after her normal shift to make up the amount of time used during unpaid rest breaks. Alternatively, the employee is entitled to use any accrued unused paid time off during the unpaid portion of her rest breaks. Brooks Staffing will also make a reasonable effort to provide the employee a private location for the expression of breast milk during her work day.



## **V. COMPENSATION**

### **PAYDAYS**

Paydays normally are every Friday. Brooks Staffing offers direct deposit or will be available for pick up at Brooks Staffing. S. Brooks and Associates, Inc. employees will be paid twice per month, on or before the 5th and the 20th of each month, or every Friday. Please consult your staffing coordinator if you have questions about your payday schedule.

### **TIMEKEEPING**

Care should be taken to maintain accurate time records. Nonexempt employees are responsible for accurately and completely filling out their time cards and submitting them to their supervisor on time. Lunch breaks and other absences during the workday must be correctly recorded on the time card. Please do not make entries on any other employee's time card or allow a coworker to make any entries on your time card. Your supervisor must approve corrections to time cards. Recording time worked on another employee's time card or altering, falsifying, or otherwise tampering with a time card (your own or someone else's) will lead to disciplinary action, including termination, for the employee(s) involved. Changes to any time card must be approved and initialed by a supervisor.

### **OVERTIME**

Nonexempt employees will be compensated at one and one-half times their regular rate of pay for all hours worked more than 40 in a workweek. Overtime must be approved in advance by your staffing coordinator. From time to time, employees are expected to work overtime to complete projects or meet other deadlines. Advance notice is given whenever possible. Exempt employees are not eligible for overtime pay.

### **PAYROLL DEDUCTIONS**

We make payroll deductions as required by law, including FICA (Social Security) and federal income tax withholding. The federal income tax withholding is based on the Withholding Exemption Certificate ("W-4 Form") you file with us. We may also make deductions for garnishments or child support orders, as required by law. Eligible employees may also authorize payroll deductions for the costs associated with our benefit programs, the use of company resources, or for a contribution to an outside charity. Such authorization must be in writing, and signed by you.

### **WAGE OR SALARY REVIEW AND INCREASES**

Wage or salary increases are based on merit and may also reflect cost-of-living trends or other economic factors. Increases are awarded to eligible employees solely at the discretion of Brooks Staffing.

## **EXPENSE REIMBURSEMENT AND CASH ADVANCES**

Under most circumstances, employees should not incur expenses on behalf of Brooks Staffing. In the unusual situation when this happens, employees of Brooks Staffing may be reimbursed for reasonable expenses associated with the conduct of Brooks Staffing business. Brooks Staffing reserves the right to determine which expenses are reasonable and what restrictions are to be placed on reimbursing expenses. As a general rule, it is expected that employees will plan their activities and expenses to be cost-effective and will obtain prior approval for expenditures. Expense accounts and supporting documentation should be turned in immediately following the expenditure, but no later than 30 days after the expenses were incurred.

## **VI. STANDARDS OF CONDUCT**

The purpose of this section is to assist you in understanding the standards of conduct and work rules at Brooks Staffing. These standards are intended to address situations that have the potential to affect the safety, health, and welfare of employees and/or pose problems in achieving effective company operations and the desired quality of Brooks Staffing services. Although the subjects discussed in this section are what we anticipate to be the most common, other situations may also arise that would require Brooks Staffing to take corrective action. Please consult with your supervisor if you have any questions.

### **TREATMENT OF OTHERS**

Employees at all levels are expected to treat one another with courtesy and respect. Failure to comply with this requirement may result in disciplinary action up to, and including immediate termination. Examples of unacceptable behavior include, but are not limited to, the following: abusive or profane language; racial, ethnic, sexual, religious, disability, sexual orientation, gender identity or age-related slurs; offensive teasing or jokes, threats or coercion; bullying; and all other forms of verbal abuse. If you encounter such a problem, you should immediately contact your supervisor or anyone in management.

### **DISHONEST ACTS**

Dishonesty is considered unacceptable behavior and may result in disciplinary action up to, and including termination. Examples of such behavior include falsification of any Brooks Staffing employee records; theft; unauthorized use of company materials, time, or equipment; fraud; or dishonesty in any work-related matter.

### **WORK PERFORMANCE**

Performance problems such as, but not limited to, inadequate quality or quantity of work, insufficient productivity, failure to carry out directions from management, inattentiveness to the job, disrupting productivity, causing unnecessary waste, concealing deficient work, and excessive unexcused absences or



lateness are examples of work deficiencies that may merit corrective action up to, and including termination.

## **CONFIDENTIALITY**

In the course of work, employees may have access to confidential and proprietary information concerning Brooks Staffing; its fellow employees; its clients, files, projects, business development activities, or other office matters; or other information pertinent to an employee's particular job. No employee of Brooks Staffing shall disclose to individuals outside Brooks Staffing any matter pertaining to Brooks Staffing work that could be reasonably considered confidential, whether it relates to Brooks Staffing, fellow employees, or Brooks Staffing's clients. Employees with access to other employees' personnel information shall exercise discretion as to whom this information is disseminated to within Brooks Staffing.

Protecting Brooks Staffing's and its affiliated companies', customers', vendors' information is the responsibility of every employee, and we all share a common interest in making sure such information is not improperly or accidentally disclosed. Please do not discuss Brooks Staffing's confidential business with anyone who does not work for the company.

Employees have the responsibility to, and are expected to fully comply with client confidentiality requirement. For employees working at medical or medical-support facilities, a separate Health Insurance Portability and Accountability Act (HIPAA) training will be provided. Employees are expected to complete initial and any ongoing training on the subject as required by the client.

## **ELECTRONIC EQUIPMENT**

Brooks Staffing computers, computer files, e-mail system, Internet access, and software furnished to employees are company property and are to be used for company business only.

Brooks Staffing specifically prohibits the use of its computers (including Internet access) and e-mail system in ways that are disruptive, offensive to others, or harmful to morale, including sexually explicit messages, images, and cartoons; offensive slurs, comments or jokes; or anything that could be construed as harassment or shows disrespect for others, defames or slanders others or otherwise harms another person or business.

Employees must not access the Internet to log onto any websites that contain any such material, including any pornographic website or any website that contains any discriminatory message or disparages any group. Employees must not use company computers or e-mail system for commercial messages of any kind or for messages of a religious or political nature, chain letters, solicitations, gambling, or other inappropriate usage. E-mail and Internet access should be used for business purposes only and must be used in such a way that all transmissions, whether internal or external, are accurate, appropriate, ethical, and lawful.

An employee shall not use a password, access a file or retrieve a stored communication not normally accessible to that employee.

To enforce these policies, computer, Internet, and e-mail usage may be monitored by management, including, retrieving and reading e-mail messages and other computer files and monitoring Internet traffic. Therefore, e-mail messages and other use of Brooks Staffing's computers are not confidential, and even though you may be issued a private password or other private access code to log in to a computer, you should have no expectation of privacy with regard to your use of the system.

Employees should immediately notify their supervisor or manager of any violations of this policy. Employees who violate this policy are subject to disciplinary action up to and including termination of employment.

Consult Brooks Staffing's IT Policy for additional information.

Employees, while on assignment at clients' facilities are expected to follow similar, if not stricter, electronic equipment policy as set by the customers.

### **SAFEGUARDING AND PROPER USE OF ASSETS**

Brooks Staffing assets and assets of the clients are intended to be used for business purposes. Employees are responsible for safeguarding the company, and its client assets against misuse, waste, damage, loss, impairment, and theft. Assets include buildings, equipment, furniture, supplies, company funds, electronic assets, knowledge, and information. Employees all rely on access to these assets to do our work. Therefore, it is important that employees do not exploit Brooks Staffing and its clients' property, information, services, resources, or other assets for personal gain or benefit.

### **DRUG-FREE WORKPLACE**

Brooks Staffing strives to provide a safe and healthy workplace for our employees. The use, possession of, or attempting to work while under the influence of illegal drugs or alcohol is prohibited.

Brooks Staffing strictly prohibits the improper use, abuse, possession, distribution, manufacture, dispensing, purchase, transfer or sale of alcohol, controlled substances or illegal drugs by employees during work hours, on Brooks Staffing premises or a client's premises, or in other circumstances in which an employee could adversely affect Brooks Staffing's reputation. Employees must not report for duty, be on Brooks Staffing premises or represent Brooks Staffing while under the influence of illegal drugs or controlled substances. Under the influence is defined as a positive drug or alcohol test. On occasions when alcoholic beverages are served in conjunction with certain business or social events related to company business, employees should drink moderately and must be fit at all times to perform their duties and other responsibilities in a safe and efficient manner.

An employee's use of prescription or over-the-counter medicine can also pose a significant risk to the safety of the employee and of others. Employees must report to their immediate supervisor the use of medically authorized drugs or other substances that may impair job performance, and an employee may

be required to provide proper medical authorization from a physician before being allowed to work while using such authorized drug.

Brooks Staffing reserves the right to inspect and search all Brooks Staffing property as well as any employee's personal property on Brooks Staffing premises, for alcohol, controlled substances, illegal drugs or related paraphernalia if reasonable suspicion of prohibited possession exists. Violations of this policy are determined by Brooks Staffing in its sole discretion and may subject an employee to discipline up to and including termination.

Any employee who is using illegal drugs or is abusing alcohol or a controlled substance obtained under a lawful prescription is encouraged to seek help before the problem jeopardizes the person's employment. However, it is the employee responsibility to seek such assistance before job-related issues develop. An employee's willingness to seek help after on-the-job issues have developed will not excuse the misconduct and the employment relationship shall remain subject to termination based upon any violation of the drug-free workplace policy. Help may be obtained through medical providers under and subject to the terms of Brooks Staffing's medical insurance program or through the various community organizations available for drug and alcohol counseling purposes.

Employees, while on assignment at clients' facilities, are expected to follow similar, if not stricter, drug-free workplace policy as set by the client.

#### **CONFLICT OF INTEREST**

A conflict may arise when personal or financial interests influence your judgment or interfere with your official responsibilities to Brooks Staffing and/or a Brooks Staffing client. Employees are tasked to make sure that your decisions are free of actual or potential conflicts of interests, or even the appearance of conflicts.

The following sections provide guidance to help address some of the more common conflicts. Gifts, in any forms such as meals, entertainment, and other offering, may be accepted or provided only if (a) they do not violate any law, (b) they cannot be construed as a bribe, payoff, deal, or any other attempt to gain advantage, and (c) they are worth less than \$25.

In all cases, if the value exceeds \$25, disclosure to your supervisor is required, and you must establish the business necessity and appropriateness of the gift or entertainment. Perishable items such as food and flowers that are not lavish and can be shared with colleagues may be accepted.

Just as we have policies about giving and receiving gifts, the recipient may have similar policies. Please make a prudent effort to ensure that the gift meets the recipient's gift policy.

#### **NON-RETALIATION/WHISTLE BLOWER PROTECTION**

Employees are encouraged to report illegal conduct or practices or violations of these policies to his/her supervisor or anyone in management. No employee, who in good faith reports a violation of the Brooks

Staffing policy or law, shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Non-Retaliation / Whistleblower Policy is intended to encourage and enable employees to raise serious concerns within Brooks Staffing prior to seeking resolution outside Brooks Staffing.

Any good faith report, concern, or complaint is fully protected by this policy, even if the report, question or concern is, after investigation, not substantiated. Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of Brooks Staffing policy, or law. Any allegations that prove not to be substantiated and have been made maliciously or with knowledge that they were false will be treated as a serious disciplinary offense.

Upon the request of the complainant, Brooks Staffing management will use its best efforts to protect the confidentiality of the complainant for any good faith report. Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

## **WORKPLACE VIOLENCE POLICY**

For the purpose of this policy, Workplace Violence is defined as any physical assault, threatening behavior or verbal abuse occurring in the workplace by employees, customers, vendors, or any other third party. It includes, but is not limited to, physical (fighting, stabbing, shooting, etc.) and psychological trauma (threats, obscene phone calls, swearing, etc.). This policy also covers harassment of any nature such as stalking, shouting, or other behavior that may cause a real or perceived threat.

The Workplace is defined as any location, either permanent or temporary, where an employee performs any work-related duty. This includes, but is not limited to, the buildings and the surrounding perimeters, including parking lots, alternate work locations, and traveling to and from work assignments.

The following is a list of Prohibited Acts. This should only be used as a guide. Other occurrences may constitute Workplace Violence as defined. All concerns should be reported to your staffing coordinator and/or immediate supervisor. This includes any interpretation of the policy as it currently written.

1. Injuring another person physically;
2. Engaging in behavior that subjects another individual to extreme emotional distress;
3. Possessing, brandishing, or using a weapon that is not required by the individual's position while in the work place.
4. Intentionally damaging Company or private property;
5. Threatening to injure an individual or to damage property;
6. Committing injurious acts motivated by, or related to, domestic violence or harassment; and

7. Retaliating against any employee who, in good faith, reports a violation of this or any other policy.

Policy violations will lead to disciplinary action, up to and including termination. Furthermore, violent acts of employees occurring outside the workplace may also be grounds for disciplinary action, up to, and including termination. In these situations, Brooks Staffing must demonstrate in writing that the violent conduct committed has an adverse impact on the employee's ability to perform the assigned duties and responsibilities or that it undermined the effectiveness of Brooks Staffing activities.

Incidents of Workplace Violence should be reported directly to your staffing coordinator and/or immediately supervisor.

## **VII. GENERAL POLICIES**

### **LICENSURE**

If your position with Brooks Staffing requires a license or professional certification, you must provide documentation of your current license or certification when you start employment at Brooks Staffing. It is your responsibility to maintain these professional credentials and remain in good standing at all times. Misrepresentation of or failure to maintain active status of professional credentials may result in termination.

### **PERFORMANCE APPRAISALS**

We encourage working relationships that include informal feedback from coworkers and supervisors on individual and team performances. Generally, your supervisor will review your performance. An employee's performance will be reviewed annually, and reviews on an as-needed basis may also occur at the discretion of his /her supervisor. When a review is conducted, your supervisor should meet with you to discuss the review, your contributions to Brooks Staffing and any areas that need improvement. A performance appraisal does not necessarily affect your compensation level.

### **PERSONAL APPEARANCE**

Dress, grooming, and personal cleanliness standards contribute to the morale of employees and affect the business image Brooks Staffing presents to clients. We expect our employees to present a clean, neat, professional appearance, and to dress according to the requirements of their positions. Contact your supervisor if you have questions about the appropriate dress for your job.

Brooks Staffing reserves the right to send an employee home (without pay) to change his/her attire if the employee arrives at work dressed inappropriately.

## **SAFETY**

All employees should work in a safe, healthy environment. We care about your safety and strive to comply with all applicable state and federal occupational safety and health regulations. Please use caution and appropriate judgment when carrying out your work duties. Report to your supervisor any situation, equipment or procedure that may be unhealthy or unsafe. Inform your supervisor immediately about any workplace injury or illness, no matter how minor.

## **WORK-RELATED ACCIDENTS**

We provide a workers' compensation insurance program to employees at no cost. This program covers certain injuries or illnesses sustained in the course of employment that require medical, surgical, or hospital treatment. You must report all accidents and/or injuries occurring in the workplace to your supervisor immediately, regardless of the nature or severity of the accident or injury. We will evaluate any injury or suspected injury and assist in securing appropriate medical assistance. All on-the-job injuries, no matter how slight must be reported.

Employees who provide false information, or fail to provide important relevant information, in reports related to on-the-job accidents, injuries or illnesses will be subject to disciplinary action, up to and including termination.

## **SOLICITATION**

To reduce interference with work and imposition on others, employees must not solicit or distribute literature or products on behalf of any commercial enterprises (their own or others) at any time or anywhere on Brooks Staffing's premises during work hours. Non-employees are not permitted to solicit or distribute literature or products for any purpose anywhere on Brooks Staffing's property, except as arranged for by Brooks Staffing.

In addition, employees may solicit other employees for noncommercial causes only during the lunch or break time of any employees involved. Employees must not distribute advertising, political or other solicitation material of any kind in work areas at any time.

Employees, while on assignment at client facilities are expected to follow similar, if not stricter, solicitation policy as set by the customers.

## **USE OF CELL PHONES AND PDAS**

Employees may not use personal cell phones or PDAs in the workplace during working hours except in the case of an emergency. Employees may use cell phones and PDAs during break and lunch periods, provided the use is not disruptive to other employees. Employees, while on assignment at clients facilities, are expected to follow similar, if not stricter, cell phone policy as set by the client.



## **EQUIPMENT USAGE**

Brooks Staffing equipment, supplies, and facilities normally are not available to employees for personal use. Personal telephone calls should be kept to a minimum during working hours and, whenever possible, should be taken care of on breaks or during lunch periods.

All Brooks Staffing facilities, photocopying, e-mail, and facsimile machines are to be used for business purposes only, as are those of their clients.

Keys, badges, swipe cards, and other property of the company, and/or of Brooks Staffing clients provided to an employee must be returned to Brooks Staffing management at the time of the employee's termination.

## VIII. CORRECTIVE ACTION AND DISCIPLINARY PROCEDURES

### AT-WILL EMPLOYMENT STATUS AND DISCIPLINE, UP TO AND INCLUDING TERMINATION

Brooks Staffing is an at-will employer and reserves the right to terminate an employee at any time, for any or no reason, with or without cause or notice, just as an employee has the right to terminate employment with Brooks Staffing at any time, for any or no reason, with or without cause or notice. Nothing in these disciplinary policies modifies the at-will nature of our employment relationship or requires us to use progressive discipline in any particular circumstance.

### ELEMENTS OF EMPLOYEE DISCIPLINE

- A. A goal of employee discipline is to develop and maintain long-term, successful employees. One aspect of employee discipline is to emphasize counseling and focus on communicating an expectation of change and improvement when problems occur.
- B. Nothing herein is intended to diminish Brooks Staffing's right to exercise its discretion regarding personnel matters. This section is an explanation of a preferred method of dealing with disciplinary or performance problems. Brooks Staffing expressly reserves the right to determine the method of proceeding in each individual case.
- C. Each option other than termination is designed to explore, on a case-by-case basis, a performance or behavioral problem and determine how to address the problem. Factors such as an employee's training instruction, abilities, job requirements, record, as well as Brooks Staffing procedures and policies, shall ordinarily be considered when analyzing a performance problem.
- D. When considering employee discipline, a Brooks Staffing supervisor has the discretion to consider one or more of the following options or to determine that immediate termination is appropriate:
  1. Oral Reminder. An oral reminder is a private conversation between a supervisor and an employee, aimed at correcting a performance or disciplinary problem. It is primarily a counseling session, and it generally occurs if informal conversations have failed to correct a problem. The goal is to make certain that the employee understands that his/her behavior or performance is creating a problem and to help the employee make the desired change.
  2. Written Reminder. A written reminder usually begins with a conversation between a supervisor and an employee about the need to correct a behavioral or performance problem, followed by a written memorandum that may summarize the conversation and/or the need to improve certain performance or behavior. A copy of the written reminder is filed for future reference in the employee's personnel file, and the employee's ongoing performance is monitored.

- E. A disciplinary problem may be minor, serious, or major in nature and may involve a performance, attendance, or behavioral problem. Depending on Brooks Staffing's interpretation of the seriousness of the problem, either of the above options may be implemented, or, if warranted in the opinion of Brooks Staffing, other action may be deemed appropriate or the employee may be terminated.

#### **GUIDELINES FOR APPROPRIATE CONDUCT**

Employees are expected to adhere to acceptable business principles in matters of personal and business conduct, to accept responsibility for the appropriateness of their own conduct and to exhibit a high degree of personal integrity at all times. It is impossible to list all forms of conduct that might be considered inappropriate. Certain behavior (such as theft, fighting, insubordination, falsification of records, bribery and/or threats of violence) is clearly unacceptable at any time in any workplace. Other conduct (such as failure to cooperate with other employees, harassing or intimidating others, and rudeness to coworkers or clients), though often more subtle, is equally unacceptable.

Brooks Staffing expects all employees to observe the highest standards of professionalism at all times, comply with all laws applicable to Brooks Staffing business wherever conducted, and treat others (clients and coworkers) with dignity and respect. Unsatisfactory performance, work habits, overall attitude, attendance record, conduct or demeanor; violation of company policies, procedures, guidelines or practices; or any other behavior or conduct deemed inappropriate by Brooks Staffing may result in disciplinary action up to, and including termination.

### **IX. BENEFITS**

This section provides only a brief description of the benefits currently in effect for Brooks Staffing employees. The terms contained in the specific plan documents control eligibility, benefits determinations, and all other conditions. Employees with specific questions should obtain a copy of the appropriate summary plan description from the office manager. Availability of benefits may change over time; Brooks Staffing will endeavor to give reasonable notice of any change in benefits.

#### **MEDICAL, VISION, AND DENTAL INSURANCE**

Brooks Staffing provides health insurance. Please contact Brooks Staffing management to learn more about eligibility and premiums. Brooks Staffing does not currently provide vision or dental group insurance.

#### **401K RETIREMENT PROGRAM**

Brooks Staffing maintains a 401K retirement plan. Generally, employees are eligible to start participation following 1,000 hours and a year of employment. You will have an opportunity to direct some of your pay

into your 401K plan, subject to IRS limits. For each year of participation, Brooks Staffing may contribute to the plan at a rate determined annually according to the full discretion of Brooks Staffing.

## **WORKER'S COMPENSATION INSURANCE**

All Brooks Staffing employees are covered by worker's compensation insurance for work-related injuries and illnesses. An employee injured on the job, regardless of how minor the injury, is required to report the injury to his/her supervisor immediately.

## **X. PAID TIME OFF**

### **PAID HOLIDAYS**

Employees may be eligible for holiday pay at their regular rate for certain holidays. Consult your staffing coordinator for more information regarding holiday pay.

### **PAID TIME OFF (PTO)**

This Paid Time Off ("PTO") policy combines into one plan paid vacation, sick leave, and other time off that an employee may wish to take without having to specify a reason.

**Year.** A "Year" under this policy means the 12-month period based on employee's anniversary date.

**Eligibility.** All employees who work for the company will accrue paid time off (PTO) under this Policy.

**Associate Employees.** Employees who work for the company, performing duties on behalf of the company's clients, typically at client sites.

**Internal Employees.** Employees who work for the company, performing operational or managerial functions for the company.

**Accrual Generally.** PTO begins to accrue on an employee's date of hire. Accrued PTO may only be used after 90 calendar days of employment.

Associate Employees accrue one (1) hour of PTO for every 30 hours of work performed. For nonexempt employees, eligible hours include straight-time and overtime hours worked. Exempt employees who work full-time will be presumed to work forty (40) hours each work week for purposes of accruing PTO, unless the regular work week is less than 40 hours, in which case PTO is earned and accrued based on the regular workweek. No employees accrue PTO during paid or unpaid absences.

**Accrual/Carryovers.** Accrual, use, and carryover are each limited to 40 hours per Year. This means that an employee accrues a maximum of 40 hours of PTO per Year, may use a maximum of 40 hours of PTO per Year, and may carry-over a maximum of 40 hours of PTO into the following Year. Thus, if

an employee uses the maximum amount of PTO that is allowed to be used in any Year, the employee may not use any additional PTO that is accrued or carried-over that Year.

Internal Employees with **fewer than 5 years of service** accrue one (1) hour of PTO for every 26 hours of work performed. For nonexempt employees, eligible hours include straight-time and overtime hours worked. Exempt employees who work full-time will be presumed to work forty (40) hours each work week for purposes of accruing PTO, unless the regular work week is less than 40 hours, in which case PTO is earned and accrued based on the regular workweek. No employees accrue PTO during paid or unpaid absences.

**Accrual/Carryovers.** Accrual, use, and carryover are each limited to 80 hours per Year. This means that an employee accrues a maximum of 80 hours of PTO per Year, may use a maximum of 80 hours of PTO per Year, and may carry-over a maximum of 80 hours of PTO into the following Year. Thus, if an employee uses the maximum amount of PTO that is allowed to be used in any Year, the employee may not use any additional PTO that is accrued or carried-over that Year.

**After 5 years of service,** Internal Employees accrue 1.5 hours of PTO for every 26 hours of work performed. For nonexempt employees, eligible hours include straight-time and overtime hours worked. Exempt employees who work full-time will be presumed to work forty (40) hours each work week for purposes of accruing PTO, unless the regular work week is less than 40 hours, in which case PTO is earned and accrued based on the regular workweek. No employees accrue PTO during paid or unpaid absences.

**Accrual/Carryovers.** Accrual, use, and carryover are each limited to 120 hours per Year. This means that an employee accrues a maximum of 120 hours of PTO per Year, may use a maximum of 120 hours of PTO per Year, and may carry-over a maximum of 120 hours of PTO into the following Year. Thus, if an employee uses the maximum amount of PTO that is allowed to be used in any Year, the employee may not use any additional PTO that is accrued or carried-over that Year.

**After 15 years of service,** Internal Employees accrue 2 hours of PTO for every 26 hours of work performed. For nonexempt employees, eligible hours include straight-time and overtime hours worked. Exempt employees who work full-time will be presumed to work forty (40) hours each work week for purposes of accruing PTO, unless the regular work week is less than 40 hours, in which case PTO is earned and accrued based on the regular workweek. No employees accrue PTO during paid or unpaid absences.

**Accrual/Carryovers.** Accrual, use, and carryover are each limited to 160 hours per Year. This means that an employee accrues a maximum of 160 hours of PTO per Year, may use a maximum of 160 hours of PTO per Year, and may carry-over a maximum of 160 hours of PTO into the following Year. Thus, if an employee uses the maximum amount of PTO that is allowed to be used in any Year, the employee may not use any additional PTO that is accrued or carried-over that Year.

Unused PTO is not paid for upon termination, resignation, retirement or other separation from employment.

**Use.** Employees may use PTO for the following reasons:

- 1. Diagnosis, care, or treatment of the employee or the employee's family member who has a mental or physical illness, injury, or health condition or for preventative care. For purposes of this policy, "family member" includes spouses, domestic partners, biological parents or children, adoptive or foster parents or children, grandparents, grandchildren, parents-in-law, or other individuals with whom the employee had or has a relationship in loco parentis;**
- 2. Pregnancy, childbirth, post-partum care, or preventive care;**
- 3. To care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability;**
- 4. Reasons related to domestic violence, harassment, sexual assault or stalking, that affect the employee or the employee's minor child or dependent, including to seek legal or law enforcement, medical treatment, counseling, victim services or to relocate or secure safe housing;**
- 5. To deal with the death of a family member within 60 days of learning of the death;**
- 6. Closure of work, school, or childcare by order of a public official due to a public health emergency;**
- 7. To care for family member whose presence in the community would jeopardize the health of others as determined by lawful public health authority or by the family member's health care provider;**
- 8. Exclusion of employees from workplace for health reasons, as required by law;**
9. Vacation;
10. Personal leave; or
11. Other reasons as provided by applicable law.

For vacation and personal leave, employees must use PTO in half-day increments. For all other reasons, Employees must use PTO in increments of one (1) hour. PTO may run concurrently with other leave under federal or state law, such as Family Medical Leave Act, Oregon Family Leave Act and Oregon Sick Leave Act.

**Notice Absences/Verification.** Employees who miss work for reasons covered by PTO are required to comply with the normal notification policies and/or procedures applicable to the location where they were scheduled to work, including notifying the Company of the use of PTO. Whenever possible, the notice of absence should include the expected duration of the absence.

Whenever the need to use PTO is foreseeable, (such as a planned vacation or medical treatment or procedure), a written request to take PTO time off shall be provided by the employee to the company within 10 business days before the PTO absence is expected to start. If the need to use PTO is foreseeable, but there are not at least 10 business days before the start of such absence, the written request must be given to the company as early as possible in advance of the foreseeable absence. The employee is responsible for making a reasonable effort to schedule leave to avoid unnecessary disruption to the company or the employee's work, including, by way of example, attempting to schedule a routine visit outside peak hours or mandatory meetings. PTO may be denied if such reasonable efforts are not made. The employee is also responsible for updating the company of changes to the length of PTO needed as soon as practicable.

If the need to use PTO is unforeseeable, (such as unanticipated employee or family member illness or injury), the employee must provide notice of the need to use PTO at least two (2) hours before the start of the employee's workday, or as soon as practicable, and must generally comply with the normal notification policies and/or procedures for unscheduled absences for the location where the employee was scheduled to work.

An employee using PTO for reasons 1-3 above for more than three consecutive days of absence from scheduled work must be confirmed by proper documentation upon the company's request. Documentation for absence due to illness, injury or health condition may include a qualifying statement from a health care provider. For PTO for domestic violence, harassment, sexual assault or stalking, reasonable documentation may be requested from the employee, such as a police report; court order or agency document; written statement from an attorney, law enforcement officer, health care professional, licensed mental health professional or counselor, clergy member or victim services provider regarding qualifying services or relocation sought; or a signed personal statement by the employee that he or she is using PTO for a qualifying absence (including the relationship to any family member for whom the PTO is needed) and the general purpose for which PTO is being used. The company may deny PTO until adequate documentation is provided. Where required by law, the company will pay the cost of verification by a health care provider if not covered by insurance or benefit plan. The company further reserves the right to request documentation as required by law.

#### **Anti-Retaliation Policy for Portland Employees**

Brooks Staffing will not discharge, demote, suspect, take or threaten to take adverse employment action against employees in retaliation for using PTO for reasons 1 through 8 above, which are protected by the Oregon Sick Leave Act and Seattle Paid Sick and Safe Time Ordinance. If an employee believes that his or her rights under those laws are violated, he or she must immediately report the incident to Human Resources or to any manager so that a prompt investigation may be conducted to eliminate and prevent any retaliation. An employee may file a complaint with the Commissioner of the Bureau of Labor and Industries (for Oregon employees) or the Seattle Office for Civil Rights (for Seattle employees) if they believe they have been aggrieved by a violation of the law.

## **XI. STATUTORY TIME OFF**

All time off described herein shall be treated as time off without pay. Employees may use accrued vacation, if appropriate, during the statutory leave.

### **JURY DUTY/WITNESS SUBPOENA LEAVE**

Employees will be allowed time off work to serve on a jury or to respond to a witness subpoena. The employee must present the jury summons or witness subpoena to his/her supervisor. The supervisor should be notified at least two weeks before the start of jury or witness duty, or as soon as the employee receives the summons or subpoena. An employee is expected to continue to work during jury duty, to the extent possible. An employee may be asked to defer jury duty to another time if Brooks Staffing is unable to release the employee due to business necessity.

### **CRIME VICTIMS' LEAVE**

For Oregon employees, an employee who has been the victim of a crime, or whose family member has been the victim of a crime may be entitled to an unpaid leave of absence to attend criminal proceedings related to the crime. To be eligible for this unpaid leave, an employee must have worked an average of 25 hours or more per week for 180 days prior to the request for leave. Employees must provide reasonable notice of their intention to take leave under this policy, discuss the approximate length of the leave with their supervisor, and provide copies of scheduling notices upon request. Employees may use any accrued, unused vacation for all or part of their absence. If the employee's leave would create an undue hardship on the company, the leave may be limited, and the employee may request that the court take the employee's work schedule into account when scheduling the proceedings.

### **LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE, STALKING OR SEXUAL ASSAULT**

In accordance with the law, reasonable leave will be granted for eligible employees who are victims (or parents/guardians of minor/dependent victims) of domestic violence, sexual assault or stalking. For Oregon employees, to be eligible for this unpaid leave, an employee must have worked an average of 25 hours or more per week for 180 days prior to the request for leave.

Unpaid leave under this policy may be requested for the following purposes:

- To seek law enforcement assistance or legal help;
- To obtain medical treatment or recovery;
- To attend counseling from a licensed mental health professional;
- To seek services from a victim service provider (for example, a domestic violence shelter or rape crisis center); or
- To relocate an employee's residence or to secure an existing home.



Employees taking leave under this policy may use any accrued paid leave in conjunction with this leave. Employees may be asked to provide certification of the need for leave. Such certification may include but not be limited to, police reports or documentation from a court, attorney or health care professional.

### **MILITARY LEAVE**

An employee who serves in the military reserve or the National Guard may take a leave of absence for the period of active-duty service or training, in accordance with federal law. Leave is also available for regular annual-reserve duty occurring during the employee's regular workdays. An employee must give notice and if possible, provide a copy of his /her military orders to his/her supervisor a minimum of two weeks before the employee wishes to take military leave or as soon as practicable.

An employee returning from military leave is reinstated in accordance with the requirements of applicable federal law.

### **VETERANS DAY HOLIDAY FOR VETERANS**

Qualified veterans who provide at least 21 calendar days' notice and proof of qualifying veteran status may take Veterans Day off. Brooks Staffing will notify the employee at least 14 days before Veterans Day whether the time off will be granted, and whether it will be paid or unpaid. If the employee's request is denied because of an undue hardship or business disruption to the company, Brooks Staffing will grant the employee an alternate day off work during the year. Generally, veteran means those who served on active duty in the Armed Forces for at least six months or in a combat zone, and received a discharge under honorable conditions. Normal military training in the reserves or National Guard is not enough to qualify.

## **XII. PERSONAL TIME OFF/LEAVE OF ABSENCE**

All time off not charged to holiday or paid time off (PTO) or not otherwise described herein shall be treated as time off without pay. Except as approved in advance by a supervisor, time off without pay is not available as a substitute for personal holiday or paid time off. PTO benefits, holiday pay, and sick-pay benefits cease and do not accrue when an employee is on an unpaid leave of absence for more than one (1) work week, except as specifically prohibited by law.

### **FAMILY AND MEDICAL LEAVE OF ABSENCE**

Brooks Staffing will act in accordance with the Oregon Family Leave Act ("OFLA") and federal Family and Medical Leave Act ("FMLA") regarding time off for family and medical leave of absence ("Family Leave") or other state's leave laws, when applicable.

Please note that an employee may be entitled to more than one type of Family Leave for the same absence and that leave under OFLA and FMLA may run concurrently at times. For information on these leave of absence policies, please contact your staffing coordinator.

### Eligibility

- A. OFLA: You must have been employed by Brooks Staffing at least one hundred eighty (180) calendar days immediately preceding the date your Family Leave would begin. For all OFLA leave except Parental Leave, you must have worked an average of twenty-five (25) hours per week during that time period.
- B. FMLA: You must have been employed by Brooks Staffing for at least twelve (12) months, and for at least 1250 hours during the twelve-month period immediately preceding the date the leave begins, and work at a worksite with at least fifty (50) employees within a seventy-five (75) mile radius. The 12 months of employment are not required to be consecutive in order for an employee to qualify for FMLA leave. However, employment prior to a continuous break in service of seven years or more need not be counted toward the 12-month requirement unless the break in service was (1) due to an employee's fulfillment of military obligations, or (2) governed by a collective bargaining agreement or other written agreement.

### Leave Year Designation

Brooks Staffing uses a calendar year in accordance with applicable law in determining leave availability.

### Type and Length of Family Leave

#### OFLA:

A total of twelve (12) workweeks of leave under OFLA may be taken for one or more of the following purposes:

- "Parental Leave": To care for a newborn child or a newly adopted or newly placed foster child under age eighteen (18), or adult "child" who is incapable of self-care because of a disability. This leave applies to each parent of the child. Parental Leave must be completed within twelve (12) months after birth or placement.
- "Family Member's Leave": To care for a family member with a serious health condition. For the purpose of this leave, "family member" includes an employee's spouse; same-sex domestic partner; biological, adoptive, stepchild, foster child, and any person with whom the employee has a loco parentis (i.e., in place of parents) relationship); parent (biological parent or an individual who stands or stood in loco parentis); parent-in-law; grandparent, and grandchild.

- “Employee’s Serious Health Condition Leave”: To recover from or seek treatment for a serious health condition that renders you unable to perform one or more of the essential functions of your regular position.
- “Sick Child Leave”: To care for your child if that child is suffering from an illness, injury, or condition that requires home care but is not a serious health condition. The availability of another family member to provide home care for the child will be considered by the company in determining if you are eligible for this leave.

An eligible female employee may take an additional twelve (12) workweeks off within any leave year for any other OFLA leave if she took Employee’s Serious Health Condition Leave because pregnancy or childbirth disabled her from performing any available job offered to her by Brooks Staffing. Also any eligible employee, male or female, who takes a full twelve (12) weeks of Parental Leave may take up to an additional twelve (12) weeks of Sick Child Leave within the one-year period to provide home care to ill or injured children.

**Bereavement Leave:** Employees may take up to 2 weeks of leave to deal with the death of a covered family member, including grieving the death of the family member, attending the funeral of the family member, and making arrangements necessitated by the death of the family member.

#### FMLA:

Under FMLA, a total of twelve (12) workweeks of leave may be taken for one or more of the following purposes:

- “Parental Leave”: To care for a newborn child or a newly adopted or newly placed foster child under age eighteen (18), or adult "child" who is incapable of self-care because of a disability. Spouses who are both employed by Brooks Staffing are limited to a combined total of twelve(12) workweeks of Parental Leave. Parental Leave must be completed within twelve (12) months after birth or placement.
- “Family Member’s Leave”: To care for a family member with a serious health condition. For the purpose of this leave, "family member" includes an employee's spouse; biological, adoptive, stepchild, foster child (and any person with whom the employee has a loco parentis ( i.e., in place of parents) relationship; or parent (biological parent or an individual who stands or stood in loco parentis).
- “Employee’s Serious Health Condition Leave”: To recover from or seek treatment for a serious health condition that renders you unable to perform one or more of the essential functions of your regular position.
- “Active Duty of Family Member Leave”: Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on

active duty (or has been notified of an impending call or order to active duty) in the Armed Forces, including the National Guard or Reserves, in support of a contingency operation. A qualifying exigency includes short notice deployment; military events and related activities; childcare and school activities; financial or legal arrangements; counseling; rest, and recuperation, and post-deployment activities. Employee may be required to provide Brooks Staffing with the active duty orders of the employee, or other appropriate documentation that supports the exigent circumstances being claimed upon request.

- “Service Member Family Leave”: To care for service member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty, and you are the service member’s spouse, son, daughter, parent, or next of kin.

An eligible employee may take up to a total of twenty six (26) workweeks for Service Member Family Leave during the leave year. During a single twelve-month (12) period, an eligible employee shall be entitled to a combined total of twenty six (26) workweeks for Service Member Family Leave and other leave available under the FMLA. In the event that both a husband and wife are employees of Brooks Staffing, the aggregate number of workweeks of Service Member Family Leave available to them is limited to twenty six (26) weeks during a single 12-month period. Family member includes grandparents, aunts, uncles, and first cousins in addition to immediate family.

#### Intermittent Leave and Concurrent Application

In most circumstances under OFLA and FMLA, employees may take leave intermittently, which means taking leave in blocks of time or by reducing their normal weekly or daily work schedule. However, Parental Leave must be taken in one uninterrupted period, unless otherwise approved by Brooks Staffing. An exception is that Parental Leave needed to effectuate adoption or foster placement of the child need not be taken in one, uninterrupted period.

#### Benefits

Family Leave is without payment of wages. However, you are required to use all accrued paid time off first, unless you are receiving disability pay.

Employees who are absent due to a serious on-the-job injury or health condition are eligible for workers' compensation benefits. Family Leave required by FMLA, but not OFLA, will run concurrently with a worker compensation absence. OFLA will run concurrently if you refuse an offer of light duty or modified employment.

### Definition of Serious Health Condition

"**Serious health condition**" has specific meanings under these laws. It means an illness, injury, impairment, or physical or mental condition that involves:

- a. **Hospital Care:** Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of **incapacity** or subsequent treatment in connection with or consequent to such inpatient care.
- b. **Absence Plus Treatment:** A period of incapacity of **more than three consecutive calendar days** (including any subsequent treatment or period of incapacity relating to the same condition) that also involves:
  - **Treatment two or more times** by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider within 7 days of the initial event and within 30 days total; or
  - Treatment by a health care provider on **at least two (2) occasions** per year for periodic treatment which results in a **regimen of continuing treatment** under the supervision of the health care provider. The first treatment must occur within seven (7) days of incapacity and must involve an in-person visit. The second must occur within thirty (30) days of incapacity and be in person.

Note that OFLA does not specify the timing of the treatments.

- c. **Pregnancy:** Any period of incapacity due to **pregnancy**, or for **prenatal care**.
- d. **Chronic Conditions Requiring Treatments:** A chronic condition which:
  - Requires **periodic visits** for treatment by a health care provider, or by a nurse, or physician's assistant under direct supervision of a health care provider;
  - Continues over an **extended period of time** (including recurring episodes of a single underlying condition); and
  - May cause **episodic** rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- e. **Permanent/Long-term Conditions Requiring Supervision:** A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be **under the continuing supervision of, but need not be receiving active treatment by, a health care provider**. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

f. **Multiple Treatments (Non-Chronic Conditions)**

Any period of absence to receive **multiple treatments** (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for **restorative surgery** after an accident or other injury, **or** for a condition that would likely result in a period of **incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment**, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

**"Incapacity"** means the inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom.

**"Treatment"** includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

A regimen of **"continuing treatment"** includes for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

## Requirements

Request for Family Leave must be made in writing. If the need for the leave is known to you in advance, you must give thirty (30) days' notice. In addition our usual reporting and call-in requirements must be met, absent unusual circumstances, during the leave. In the case of foreseeable Active Duty of Family Member Leave, you must provide reasonable notice.

Medical certification supporting the need for leave due to the serious health condition of an employee or immediate family member, or the need to provide home care to a child may be required. Failure to return the medical certification within 15 calendar days may lead to your leave being delayed or denied. However, medical certification will not be required to substantiate your need to be absent to provide "home care" for a child unless you are absent for this purpose more than three (3) workdays in a one-year period. Contact between Brooks Staffing and your health care provider will comply with the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations. Brooks Staffing may contact your health care provider for authentication or clarification of the medical certification by using a health care provider, a human resource professional, a leave administrator, or a management official. In no case will your direct supervisor contact your health care provider.

You also may be required to provide second or third medical opinions (at our expense), periodic re-certifications and fitness for duty reports, periodic reports during leave regarding your status, and intent to return to work.

When leave is needed to care for an immediate family member or the employee's own illness and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt Brooks Staffing's operations.

When an employee gives notice of Family Leave, Brooks Staffing shall give the employee specific information on what is required of the employee and what might occur in certain circumstances, such as if the employee fails to return to work after Family Leave.

Employees on leave must keep Brooks Staffing apprised of their anticipated date of return to work, changes in medical status, address or telephone number, and any other reporting obligations directed by Brooks Staffing. All employees who are either fully or partially released to return to work must report to Brooks Staffing upon receipt of the release. Brooks Staffing will generally require a release to return to work from an employee's treating physician before an employee will be allowed to return to work.

## Health Insurance

Brooks Staffing will maintain group health insurance coverage for an employee on FMLA for a maximum of 12 weeks whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave. In some instances, Brooks Staffing may recover premiums they paid to maintain health coverage for an employee who fails to return to work from

FMLA. If you qualify only for OFLA, the Brooks Staffing is not required to maintain your group health insurance coverage, but you may be eligible to maintain the insurance by self-pay.

### Reinstatement

To have reinstatement rights when you are returning from Family Leave, you must request reinstatement promptly upon the expiration of leave. If you make a timely request for reinstatement and comply with other requirements under state and federal regulations, you shall be reinstated to your former position in accordance with applicable law. If you cannot be reinstated to your former position because that position no longer exists, you will be reinstated to an available equivalent position in accordance with applicable law if one exists.

### **OREGON MILITARY FAMILY LEAVE ACT (“OMFLA”)**

- All employees who work an average of 20 hours per week or more are eligible for Oregon Military Family leave.
- During a period of military conflict, employers must provide an eligible employee who is a military spouse up to fourteen (14) days of unpaid leave per deployment of his/her spouse in the Armed Forces, National Guard, or military reserves when the spouse: (1) has been notified of an impending call to active duty; (2) has been ordered to active duty; or (3) has actually been deployed.
- Within five days of receiving official notice and an impending call or order to active duty or of a leave for deployment the employee must notify his/her supervisor.
- Employee must pay for their insurance premiums during any Oregon military leave. Military family leave cannot run consecutive with workers compensation leave. Reinstatement rights are allowed to employees on Military Family Leave.

### **PERSONAL LEAVE**

Under certain conditions, Brooks Staffing may grant eligible employees an unpaid personal leave of absence for a specified period of time. An employee may be granted a leave, at the sole discretion of Brooks Staffing, only if he/she has a satisfactory work record, full approval of his /her supervisor, and a valid reason for requesting the leave. The circumstances determine the length of the leave, but generally a personal leave of absence cannot exceed 90 calendar days. All leaves of absence are unpaid. Temporary and contract employees are not eligible for leaves of absence.



## **EFFECT OF UNPAID LEAVE OF ABSENCE ON EMPLOYEE BENEFITS**

If an unpaid leave of absence is approved and taken, the employee's vacation and sick time accrual stops until the employee returns to work. The employee's eligibility for health care benefits may be affected. Other benefits granted by Brooks Staffing do not accrue during an unpaid leave of absence, except in the case of military leave or when specifically provided for by federal or state law.

## **REINSTATEMENT**

At its discretion, Brooks Staffing may reinstate an employee to the same position previously held or a similar position following a leave of absence; provided that the position is currently vacant, the employee is qualified, is physically able, and willing to do such work with or without reasonable accommodation.

An employee on leave must call his/her supervisor at least five (5) working days before the employee plans to return to work. At that time, it will be determined if there is available and suitable work for the employee. No guarantee can be made of a position available and suitable work for the employee, except when specifically required by federal, state or local law. If an employee does not notify Brooks Staffing that he/she is available to return to work within three days of the agreed-upon date of return from leave or within three days of being released by a doctor to return from medical leave, the employee may be considered to have voluntarily resigned, except when prohibited by law.

## **XIII. ENDING EMPLOYMENT**

### **TERMINATION**

When practicable, we will try to give you two (2) weeks' notice if we decide to end your employment relationship with us. We would appreciate at least two (2) weeks' notice if you decide to terminate your employment voluntarily so that an orderly transition can be made.

We issue final paychecks in accordance with the law.

Any keys to the company that are provided to an employee must be returned to your supervisor at the time of termination.

### **JOB ABANDONMENT OR "NO SHOW"**

Any employee who fails to report for his or her scheduled work shift without contacting management and without a reasonable explanation will be considered a "Voluntary Quit/Abandonment of Job." Employees who abandon their job in this manner will not be eligible for rehire. All final wages due the employee will be mailed to the address shown in the employee's personnel file within 48 hours following our action to confirm job abandonment and end the employee's job status.

## REFERENCES

Upon your termination, Brooks Staffing will verify your date of hire, job title, and date of termination over the telephone. Other inquiries about your employment are provided only with a written approval signed by you. If you wish to have information about you released, please submit a signed request to management.

**ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING**

I acknowledge that I have received the Brooks Staffing Employee Handbook and that I have read and understand the policies.

I understand that this Handbook represents only current policies and benefits, and that it does not create a contract of employment. Brooks Staffing retains the right to change these policies and benefits, as it deems advisable.

Unless expressly proscribed by statute or contract, my employment is "at-will." I understand that I have the right to terminate my employment at any time, for any reason, with or without cause or notice, and that the company has the same right. I further understand that my status as an "at-will" employee may not be changed except in writing and signed by the President of the company.

I understand that the information I come into contact with during my employment is proprietary to the company and accordingly, I agree to keep it confidential, which means I will not use it other than in the performance of my duties or disclose it to any person or entity outside the company, unless otherwise provided by applicable law. I understand that I must comply with all of the provisions of the Handbook to have access to and use company resources. I also understand that if I do not comply with all provisions of the Handbook, my access to company resources may be revoked, and I may be subject to disciplinary action up to and including discharge.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Please Print Your Name \_\_\_\_\_