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*Field Employee
Handbook
v11.1.19*

FIELD EMPLOYEE MANUAL

Table of Contents

100. INTRODUCTION 3

200. EMPLOYMENT POLICIES 4

201. Equal Employment Opportunity 4

202. Immigration Law Compliance..... 4

203. Individuals with Disabilities 4

204. Anti-Harassment and Mutual Respect Policy..... 6

205. Confidentiality and Trade Secret Information 7

206. Employment Status 8

207. Rehire Policy..... 9

208. Business Conduct Policy 9

209. Drugfree Workplace - Use of Alcohol, Illegal Drugs or Controlled Substances..... 11

210. Injury Reporting Procedure..... 13

211. Workplace Violence Policy 14

212. Personal Information and Employment Applications 14

213. Professional Appearance..... 14

214. Personal Telephone Calls, Text and Emails 15

215. Social Media and the Workplace 15

216. General Safety Rules and Worksite Guidelines 16

300. PAYROLL POLICES 18

301. Work Hours and Schedule with Meal & Rest Periods 18

302. Attendance, Absence and Punctuality Standards 19

303. Overtime Policy 19

304. Paydays..... 19

305. Time Records..... 20

306. Progressive Discipline..... 20

400. EMPLOYEE BENEFITS 21

401. Paid Sick Leave - PSL..... 21

402. Holidays..... 24

403. Workers' Compensation..... 24



404.	Health Insurance	25
405.	401(k) Savings Plan.....	26
500.	LEAVES OF ABSENCES	26
501.	Personal Leave of Absence.....	26
502.	Jury Duty or Witness Leave.....	27
503.	Domestic Violence Leave	27
504.	Time Off to Vote.....	28
505.	Military Leave.....	28
600.	PRIVACY, COMPUTER and EQUIPMENT POLICY	30
601.	Use of Company or Customer Assets.....	30
700.	ADVERSE POLICY IMPACT.....	31
Exhibit 1	33
Employee Acknowledgement	39

100. INTRODUCTION

Welcome to USA Staffing Services (herein after referred to as USA or Company), we are excited to have you as a part of the USA Team. Our two main focuses at USA are to provide you with consistent and rewarding work, but most importantly in a safe working environment. Your company takes safety very seriously and you are an integral part of our safety plan. If at any time, you are ever concerned with your wellbeing as it relates to your work environment, please feel free to contact:

Matt Kolinski: 813.518.6584 or mkolinski@usastaffingservices.com

Mark Curtiss: 813.513.0834 or mcurtiss@usastaffingservices.com

USA is a general reference used to refer, in the aggregate, to all USA Staffing Services affiliated branches and operating entities.

This manual is not a contract; it does not bind or obligate the USA in any manner and may be withdrawn or modified unilaterally at any time by the company.

USA Staffing Services provides employer-of-record and associated responsibilities for our Authorized Dealers. Our Authorized Dealers (or AD's) are the recruiters you worked with to be placed on assignment and to complete your onboarding paperwork.

This Employee Policy Handbook sets forth the policies applicable to all full-time and part-time employees. This handbook contains the major policies and procedures and is not designed to provide specific practices or policies for every situation; rather, it describes many of your responsibilities as an employee and outlines the programs developed by the company to benefit employees. The terms of individual written employment letters or offers may supersede the policies herein, if consistent with Federal and State employment and payroll laws. Regardless of content of any employment letter, offer or agreement, employment with the Company is strictly on an "at-will" basis.

This handbook supersedes all previously issued handbooks and any inconsistent policy statements or memoranda made in the past. With or without prior notice, the Company reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook or in any other related document. However, any such changes must be in writing and must be signed by the Company President.

Any written changes to this handbook will be distributed to all employees, so that they will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this handbook.

This handbook sets forth the entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

We ask you to read and familiarize yourself with the policies in this Employee Policy Handbook. If you have any questions concerning the contents of this handbook, please consult your supervisor.

RECITALS:

Company's Customer or Customer directly refers to the Customers and Clients of USA at which USA employees are assigned to work.

Authorized Dealer or Recruiter directly refers to the contractor of USA who is responsible for recruiting and placing USA employees on assignment.

200. EMPLOYMENT POLICIES

201. Equal Employment Opportunity

USA Staffing Services is an equal opportunity employer and makes decisions related to compensation and all terms, conditions or privileges of employment on the basis of merit and qualification. It is and will continue to be the policy of company, that all persons are entitled to employment without discrimination based on race, color, creed, sex (including pregnancy), religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, sickle cell trait, genetic information, marital status, sexual orientation, gender identity and expression, veteran status or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and prohibited by the Company.

202. Immigration Law Compliance

The Company is committed to employing United States citizens and aliens who are authorized to work in the United States. The Company does not discriminate on the basis of citizenship or national origin.

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. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Company within the past year, or if their previous I-9 is no longer retained or valid.

203. Individuals with Disabilities

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

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

The Company will engage in an interactive process to determine if we can reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so is an undue hardship or causes a direct threat to workplace safety. Contact your supervisor or USA HR at 877.312.8964 ext 414 with any questions or requests for accommodation.

Individuals who are currently illegally using unlawful or prescription drugs are excluded from coverage under the Company ADA policy.

Terms used in the policy

As used in this ADA policy, the following terms have the indicated meaning:

Disability means a physical or mental impairment that substantially limits one or more major life activities of the individual, a record of such an impairment or being regarded as having such an impairment.

Major life activities include the following, but are not limited to: caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.

Substantially limiting: In accordance with the ADAAA final regulations, the determination of whether an impairment substantially limits a major life activity requires an individualized assessment. Some examples of these types of impairments may include, but are not limited to, epilepsy, hypertension, asthma, diabetes, major depressive disorder, bipolar disorder and schizophrenia. An impairment such as cancer that is in remission but that may possibly return in a substantially limiting form also is considered a disability under EEOC final ADAAA regulations.

Qualified individual means an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.

Reasonable accommodation includes any changes to the work environment. For example, a reasonable accommodation may include, making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, a leave of absence, telecommuting, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

Essential functions of the job refer to those job activities that are determined by the Company to be essential or core to performing the job; these functions cannot be modified.

The definitions and examples provided in the above terms are not meant to be all-inclusive and should not be construed as such. They are not the only conditions that are considered to be disabilities, impairments or reasonable accommodations covered by the ADA/ADAAA policy.

The USA HR department is responsible for implementing this policy, including resolution of reasonable accommodation requests, and may be contacted with any questions at 877.312.8964 ext 414.

204. Anti-Harassment and Mutual Respect Policy

It is the Company's policy that employees and their work environment should be free from all forms of harassment and intimidation. The Company is committed to providing a work environment that encourages mutual respect and is free of unlawful harassment, discrimination and bias. The Company's anti-harassment policy applies to all persons involved in the operation of the Company and prohibits unlawful harassment by any employee of the Company, including supervisors and co-workers. This extends to Company employees engaged in an assignment at Company's Customer worksite. The same expectation of a harassment free workplace applies to any worksite location and includes the Company's Customer's supervisors, employees and vendors. The law also prohibits unlawful harassment by any employee towards customers, vendors, contractors and persons working or visiting on the Company's or Customer's premises and third parties are prohibited from unlawfully harassing an employee.

Prohibited unlawful harassment includes, but is not limited to, the following: Any harassment or use by anyone in its employ of any derogatory epithet (whether verbal, written or gestural) based on race, color, creed, sex (including pregnancy), religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, genetic information, sexual orientation, gender identity and expression, veteran status or any other consideration made unlawful by federal, state or local laws; or sexual harassment, defined as:

1. unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature; or
2. any form of sexually offensive behavior including gender-based harassment of a person of the same sex as the harasser when;
3. submission to the conduct is made explicitly or implicitly a term or condition of an individual's employment,
4. submission to or rejection of the conduct by an individual is used for employment decisions affecting an individual, or
5. such conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment.

Any employee violating this policy will be subject to disciplinary action up to and including termination of employment.

If you or any employee believes that this anti-harassment policy is being violated or that he/she is being harassed by a co-worker, manager, supervisor, customer or other individual or believes his/her employment is being adversely affected by such conduct, whether directed at the employee or another employee it is strongly encouraged to report that belief immediately, either:

1. To the Company's HR at 877.312.8964 x 414
2. To your supervisor (either in writing or personally), or
3. To your supervisor's superior, if you believe that your supervisor is violating this policy, or
4. To your Authorized Dealer

Upon notice of an employee's concern about being harassed the Company will promptly act to stop any further harassment, take process to correct any effect of the harassment and will:

1. Inform the complainant of his or her rights and of any obligation to secure those rights;
2. Promptly investigate the complaint with the intentions to protect the confidentiality of harassment allegations to the extent possible, and although the company cannot guarantee complete confidentiality, information about the allegations of harassment will be shared on a need to know

basis. The investigation will be immediate, thorough, objective and complete. We will make diligent efforts to interview all persons with information on the matter.

3. Take prompt and effective action to remedy/correct harassment.
4. Respond in a timely manner to any complaint of harassment describing the disposition of the complaint and any action taken in resolution of the complaint.

All employees, including supervisors, customers and Authorized Dealer, have an obligation to stop discrimination and all forms of harassment from occurring and must report conduct, which they observe, that violates this policy to HR or Management.

Retaliation Is Strictly Prohibited

It is illegal to retaliate against an employee because they complained about harassment or discrimination, even if no harassment or discrimination ever happened. Company policy STRICTLY PROHIBITS any form of retaliation against an employee who makes a good faith report of inappropriate conduct. The Company will not tolerate adverse treatment of an employee because they report harassment or provide information related to such complaints. If you feel you have been retaliated against based on a complaint, please notify HR or management immediately.

In addition to prohibiting discrimination and harassment in the workplace, state and federal law also prohibits retaliation. One type of retaliation occurs when the Company takes adverse action against an employee who complains about harassment or discrimination if such action may likely discourage a reasonable employee from making or supporting a claim of harassment or discrimination. Harassment and discrimination may be based on a protected status as outlined in the Company Equal Employment Opportunity policy as well as protected activities such as testifying at or providing information related to a labor investigation, filing or having filed a workers' compensation claim, or whistleblower status. Examples of adverse action may include, depending on the circumstances, demotion, failure to promote, termination, change of work hours or change of job duties. Another type of retaliation occurs when co-workers ostracize, employ derogatory epithets (verbal, written or gestural) against or otherwise harass an employee because he or she has complained about discrimination or harassment.

205. Confidentiality and Trade Secret Information

As a condition of initial and continued employment with the Company, all current and former employees are expected to conduct themselves in a manner which protects and preserves the Company's and Company's Customers proprietary, confidential, and trade secret information. The protection of confidential business information is vital to the interests and the success of the company. "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that:

- Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
- Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The following are examples of confidential and/or trade secret information that must be maintained as confidential by employees and former employees.

1. Business matters relating to marketing, costs, profits, and pricing methods.

2. The details or provisions of any private written or oral contract or understandings between the Company, the Company's Customer and a third party, client, or vendor to include pending projects and/or proposals.
3. The details of any statistical data, training manual, financial statements, forms, techniques, methods, or procedures not generally known to competitors of the Company or Company's Customer.
4. Procedural, training, or instructional manuals which have been developed by the Company or Company's Customer and which are not generally known to the public.
5. Long-range plans, budgets, acquisition strategies, methods of operations, pricing, bid information, and financial performance belonging to the Company or Company's Customer and not generally known to the public.
6. Computer software and programs, proprietary information, and other data relating to aspects of the Company or Company's Customer finances or unique operations which cannot be obtained from sources other than the Company or Company's Customer.
7. Other confidential information that provides the Company or Company's Customer with a substantial competitive advantage in conducting its business that has not, by legitimate means, become generally known and in the public domain.
8. Names and addresses and any related information pertaining to the Company's customers or Customer's customers that is not generally known in the public domain.
9. All information protected by the Uniform Trade Secrets Act and any state version thereof.
10. Confidential employee information which includes, but is not limited to Social Security Numbers, Financial Information, Payroll details and/or any personal information contained within the employees' personal files obtained within the course and scope of your employment duties.

Employees who improperly use or disclose confidential business information or trade secrets will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information. Any employee found to be in violation of any of the above listed, when such violation constitutes a direct violation of local or federal laws, if found guilty, will be prosecuted to the fullest extent of the law, which may include financial restitution and/or up to imprisonment.

Employees are not prohibited by this policy from engaging in activities for their mutual aid and protection. Employees have the right, without violating this policy, to discuss among themselves or with others issues relevant to their pay, benefits supervisors, safety, and other working conditions, or otherwise legally engage in activity with others in an effort to change working conditions.

206. Employment Status

Due to the nature of our industry, employees of USA are as-needed employees. Based on specific skills and work experience, the Company, under the direction of Authorized Dealers, will make available employment as deemed appropriate for both customer and employee. Please note you will not be deemed an employee of USA until you have been assigned and begin work on your first job.

Employment with the Company is on an "at-will" basis. Employment at-will may be terminated at the will of either the Company or the employee. Employment may be terminated with or without cause, and with or without notice, at any time by you or the Company. Terms and conditions of employment with the Company may be modified at the sole discretion of the Company with or without cause and with or without notice unless there is a properly executed written agreement to the contrary.

No one other than the Company President or CEO has the authority to create an employment relationship other than on an “at-will” basis, and may only do so in writing unless the Company has entered into a properly executed written agreement to the contrary.

No implied contract concerning any employment-based decision or terms and conditions of employment can be established by any other statement, conduct, policy, or practice. Examples of the types of terms and conditions of employment that are within the sole discretion of the Company include, but are not limited to, the following: promotions, demotions, transfers, hiring and discharge decisions, compensation, benefits, qualifications, disciplines, layoffs or recalls, rules, hours and schedules, work assignments, job duties and responsibilities, production standards, subcontracting, reductions, cessation or expansion of operations (sale, relocation, merger or consolidation of operations), determinations concerning the use of equipment, methods or facilities, or any other terms and conditions that the Company may determine to be necessary for the safe, efficient, and economic operation of its business.

207. Rehire Policy

All employees who return to work after an inactive period of 6 months are subject to all new hire policies and procedures, including pre-employment drug screening and background investigation.

208. Business Conduct Policy

The successful business operation and reputation of the Company is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the intent and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

A key element to our continued success is each employee's commitment to be guided by certain standards and principles in performing his or her job. It is important that employees be guided by the following:

1. Adherence to all applicable federal, state, and local laws and regulations.
2. Protection of our corporate reputation and assets (e.g. being honest with our customers, and treating them with respect, taking care to lock doors, or report suspicious behavior to help prevent theft.)
3. Responsible action that avoids conflicts of interest and other situations potentially harmful to the Company (e.g. never post confidential business planning information on a personal social media account).
4. Being ethical and honest, including providing truthful information in response to any management inquiry or investigation.

The Company considers work rules, guidelines, and work performance important responsibilities. They are essential to the proper management of our business, and ensure that employees work together effectively. When these rules and guidelines are not followed, or an employee's work performance is below Company standards, written disciplinary warnings may be issued.

Violations of company rules and guidelines, or the employee's failure to improve work performance may result in disciplinary action, up to and including termination. The company reserves the right to terminate employment with or without cause and with or without notice. However, none of these rules and guidelines shall be construed to limit an employee's right to discuss working conditions, wages, benefits, or other terms and conditions of employment.

Prohibited Conduct

1. Making false statements or omitting pertinent information on company applications, records of employment, forms or reports, or in the course of participation in company investigations or in responding to management inquiries.
2. Harassing (verbally or physically) or acting in an unprofessional manner towards, a colleague, customer, or visitor.
3. Recording the work time of another Employee, allowing any other Employee to record work time inaccurately, or allowing falsification of any time card, whether the Employee's or another's.
4. Insubordination: Refusal to obey work orders of supervisors, refusal to perform job assignments, or the use of abusive or threatening language toward a supervisor or member of management, but this prohibition is not intended to limit an employee's right to discuss working conditions, wages, benefits, safety, etc.
5. Committing any act of violence, threats or intimidation, fighting, or using abusive or profane language on company premises, but this prohibition is not intended to limit an employee's right to discuss working conditions, wages, benefits, safety, etc.
6. Theft, unauthorized removal, or willful damage of property belonging to the Company, company employees, or customers. Theft of Company or Company's Customers' resources.
7. Disregard of safety rules and practices and security regulations including horseplay, wrestling, dangerous practical jokes, or throwing objects.
8. Unauthorized operation of machinery and equipment, or operation of any machinery or equipment that you are not trained and authorized to operate.
9. Unauthorized entry or exit from Company or Customer property at any location at any time. Leaving the workplace without properly notifying your supervisor.
10. Carrying firearms or any other dangerous weapons, at any time, on premises owned or occupied by the Company or Customer unless it is **in compliance with local conceal and carry laws** and the employee has a valid and current license giving rights to.
11. Substandard or unsatisfactory work performance.
12. Repeated absences or tardiness, including unreported absences, without authorization or unless otherwise allowed by law and/or abusing paid Personal Time Off.
13. Working overtime without authorization or refusing to work reasonably assigned overtime.
14. Gambling, in any form, on company or customer premises.
15. Possessing, distributing, selling, transferring, or using – or being under the influence of – alcohol or illegal drugs in the workplace.
16. Distribution of non-Company or non-Customer written materials during working time; distribution of non-business or non-company literature in working areas; littering; solicitation of or by employees during working time in the workplace. Work time does not include designated breaks, meal periods, and before or after work. This prohibition is not intended to limit an employee's right to engage in efforts to change or improve working conditions, wages, benefits, etc.
17. Any and all forms of solicitation during working times. Work time does not include designated breaks, meal periods, and before or after work. Employees are further prohibited from solicitation on the Company or Customer property in work areas where other employees are actively working. Employees may engage in solicitation only during non-working time in non-working areas such as break rooms, sidewalks, and parking lots. This prohibition is not intended to limit an employee's right to engage in efforts to change or improve working conditions, wages, benefits, etc.
18. Sleeping or deliberately loafing during working hours.
19. Smoking in non-designated areas. In keeping with Company's and Customer's intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace. Smoking is restricted to a designated outside building areas and limited to designated break times.

20. Failure to fully cooperate with any Company or Customer investigation as required by management.
21. Any other conduct that is prohibited by Company, Customer or law. There is no substitute for good judgment and common sense.

This is not meant to be a total list of all work rules, but rather is illustrative of the type of conduct that will not be tolerated by the Company or Customer. This list should be interpreted in conjunction with all other applicable federal, state, and local laws. Moreover, employees are free to discuss among themselves or with others issues relevant to their pay, benefits supervisors, safety, and other working conditions, or otherwise legally engage in activity with others in an effort to change working conditions. This statement of prohibited conduct does not alter the Company's policy of at-will employment.

209. Drugfree Workplace - Use of Alcohol, Illegal Drugs or Controlled Substances

USA Staffing has implemented a Drug-Free Workplace (DFWP) to support a safe working environment. A copy of the company's complete DFWP Policy can be found in Exhibit 1 and made a part of this policy. In the case of any conflict with the State law where the employee resides, the applicable State's DFWP requirement will apply. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety and health and therefore seriously impair the employee's value to the Company.

In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage, or injury to other persons.

Furthermore, the use of prescription drugs and/or over-the-counter drugs may affect an employee's job performance and seriously impair the employee's value to the Company. Any employee who is using prescription and/or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, should not report for work during the time the employee is using the medication. You may be required to provide a doctor's note validating your need for time off due to the use of medication which interferes with your ability to safely perform your duties. The employee should use any accrued vacation or sick leave during this time period. If the employee does not have accrued leave, the employee should discuss their need for time off with their supervisor or Human Resources to determine if an accommodation may be made.

Proper use of prescription drugs directly prescribed to the employee is exempt from these restrictions so long as the employee is complying with physician orders and does not create a safety hazard for the employee or his/her co-workers.

The following rules and standards of conduct apply to all employees either on the Company's property (owned or leased) or during the workday (including meals and rest periods) at client or customer locations.

The following is prohibited:

1. The use, abuse, possession, distribution or sale of alcohol and/or illegal drugs while on the job or on company premises. Relative to alcohol usage, responsible consumption will be allowed during Company sanctioned events.
2. Reporting to work with the presence of illegal drugs or alcohol in one's body.
3. The illegal use of prescription drugs.

4. The unlawful/unauthorized possession, use, consumption, sale, trade, purchase, distribution, dispensation, or manufacture by any Employee of alcohol or any illegal drugs or illegally obtained drugs in the workplace, on company premises or within its facilities or vehicles, or in the action of company related work off company premises.
5. Reporting to work or to perform duties after having ingested alcohol or illegally obtained drugs, or while impaired or under the influence of alcohol.
6. Driving a company vehicle while under the influence of alcohol or a controlled substance.

Violation of the above rules and standards of conduct will not be tolerated.

1. Drug Testing

Each employee, as a condition of employment, will be required to participate in pre-employment (unless otherwise notified), post-accident, reasonable suspicion, and follow-up testing upon selection or request of management in accordance with prevailing Federal, State and Local laws and ordinances. Any employee who refuses to submit to drug or alcohol testing requested by management will be subject to disciplinary action, up to and including immediate termination. Altered samples, substituted samples and negative dilutes constitute employee failure to cooperate with a management investigation in violation of the Company's business conduct policy. Any employee submitting such a sample will be subject to disciplinary action, up to and including immediate termination.

Drug or alcohol testing required or requested by the Company will be conducted at the Company's expense.

Testing for the presence of alcohol will be conducted by analysis of breath. Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine or saliva.

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to DHHS/SAMHSA guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

2. Post-Accident Testing

When an Employee is injured in a work-related accident. **Post-accident testing must be conducted immediately after the accident in accordance with prevailing Federal, State and Local laws and ordinances. Report all accidents to the Manager.** Refusal of a post-accident drug test will result in termination. A positive test result will also result in termination and may result in denial of Workers' Compensation benefits. An individual discharged for failing or refusing a post-accident drug test is not eligible for re-hire.

3. Testing Based on Reasonable Suspicion

Employees may be referred by a supervisor to a company-approved physician or medical group for evaluation when the supervisor has reason to believe that the employee is intoxicated or using controlled substances or other illegal drugs during work hours or at a time which may affect job performance or safety. Evidence of such behavior may include, but is not limited to: slurred speech, uneven gait, mood swings, violent temper, excessive absenteeism and/or tardiness, or a reportable work-related accident or injury if the employee appears to be under the influence.

4. Employee Consent to Release Chemical Analysis

When the Company requires an employee to submit body fluids for chemical analysis, the employee must sign an Employee Consent Form authorizing the results to be forwarded to the Company. An employee who refuses to submit body fluid samples upon request of the Company or who refuses to execute the Employee Consent Form has failed to cooperate with a management investigation in violation of the Company's business conduct policy. Such conduct will subject the employee to disciplinary action, in compliance with prevailing Federal, State and local laws up to and including immediate termination of employment.

5. Confidentiality of Test Results

Test results of the chemical analysis of body fluids for substance abuse will be kept confidential in the same manner that all other confidential personnel records and confidential medical records are kept. Upon written request, the employee will be furnished with a copy of his or her substance abuse test results.

6. Analysis of Test Results

Being under the influence of drugs or alcohol on the job or during work hours will be presumed by the Company to pose a serious safety and health risk. Additionally, any use of alcohol or drugs during non-work time which results in a positive test of the employee during work hours may result in a similar presumption that the use of the drugs or alcohol poses serious safety and health risks.

7. Positive Test

The Company reserves the right to impose discipline, up to and including immediate termination of employment, upon any employee who tests positive, depending upon the particular situation and in accordance to Federal, State and Local laws. The Company reserves the right to require, as a condition of reinstatement and continued employment, completion of an approved rehabilitation program, at employee expense, which shall include but not be limited to:

- A period of inpatient care
- A return to work test prior to reinstatement
- Follow up testing

Any employee testing positive during or subsequent to a rehabilitation program will be subject to immediate termination.

If a potential employee's drug test results are positive, the individual may reapply with the Company after ninety (90) days. The individual must present themselves as drug free.

210. Injury Reporting Procedure

Employees are required to report any work-related injury or illness immediately, no matter how small, to their immediate supervisor and USA at 813.518.6587. The supervisor will supply, and the employee shall help the supervisor complete the required injury and illness incident report. In addition, all employees who have experienced a work-related injury or illness shall refer to and observe the Company policy or procedure in regard to submitting a claim for workers' compensation. An employee who needs assistance with filing a claim for workers' compensation should contact Human Resources or a supervisor as soon as possible. Failure to submit a timely claim can adversely affect workers' compensation benefits.

Employee's experiencing an injury resulting from a work place accident will be required to submit to a post-accident drug test as outlined in section 209 under a Drug-Free Workplace (DFWP) and comply with said procedures and policies.

PROCEDURES TO FOLLOW IF YOU ARE INJURED:

1. Alert your job supervisor of the nature of your injury
 - a. If medical care is needed:
 - i. Life threatening - Job supervisor or yourself call 911, please ask job supervisor to also contact USA at 813.518.6587
 - ii. Non-life threatening – contact Job supervisor and USA at 813.518.6587 and they will direct you to a nearby medical facility
2. After medical treatment, has been issued please contact USA at 813.518.6587 and provide them with all pertinent accident information. USA will provide you with a form to complete.
3. Comply with any special restrictions issued by attending physician. If work restrictions are issued a full duty release will need to be obtained from the attending physician prior to returning back to full duty work.

211. Workplace Violence Policy

The Company has a zero-tolerance policy for workplace violence, verbal and nonverbal threats and related actions. Firearms and weapons are prohibited and cannot be brought into the workplace or any client or customer facility or location at any time, unless it is in compliance with local conceal and carry laws and the subject has a valid and current license giving rights to. Employees licensed to conceal and carry must abide by individual workplace, client and customer facilities policies on the right to carry on their premises. Employees who violate this policy are subject to immediate discipline up to and including termination.

Maintaining a safe workplace is one of the Company's top priorities. Suggestions regarding ways to improve security and reduce the risks of workplace violence are welcome and encouraged. Employees who experience, witness or have information about incidents of workplace violence or threats thereof must promptly report what they know to any supervisor or manager. The Company will not retaliate against any employee for providing information about actual or threatened violence. Additionally, the Company will not knowingly tolerate retaliation by your co-workers.

212. Personal Information and Employment Applications

The Human Resources office is responsible for maintaining your personnel record. Company policy requires all employees' personnel files to be maintained confidentially and stored in a secure location. This is the Company practice and only those with a business "need to know" will be permitted to view an employee's file, except where required by law. Human Resources and your supervisor should always have a current address and telephone number for each employee, as well as information regarding the person to be contacted in case of an emergency. You are responsible for advising the Human Resources office and your supervisor of any changes.

The Company relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in termination of employment.

213. Professional Appearance

All personnel are required to dress appropriately for their active assignment. Employees working at Customer locations will abide by the Customer's Professional Appearance and/or dress code policies. The customer is responsible for properly notifying employee or Company to notify employee of said policies. Good judgment and taste is always required. Each employee is a representative of the Company in the eyes of our customers and the public, so it is important that each employee report to work properly groomed and wearing appropriate dress.

Employees who report to work inappropriately dressed may be asked to leave and return in acceptable attire.

214. Personal Telephone Calls, Text and Emails

The Company recognizes that employees will need to make personal telephone calls, texts and emails (collectively "personal communication") from time to time. Personal communication, both incoming and outgoing, must be kept to a minimum and must not interfere with the Employee's duties and responsibilities, Company or Customer's policies. Employees who make or receive an excessive amount of personal communication or use a camera/cell phone camera or who are otherwise in violation of this policy will be subject to disciplinary action up to and including termination.

215. Social Media and the Workplace

In the rapidly-expanding world of electronic communication, social media can mean many things. The term "social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal, or diary, personal web site, social networking or affinity web site, web bulletin board, or a chat room, whether or not associated or affiliated with Company or Customer, as well as any other form of electronic communication.

The same principles and guidelines found in Company's policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of Company or Company's legitimate business interests may result in disciplinary action up to and including termination.

If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, that disparage customers, members, associates, or suppliers, or that might constitute harassment or bullying. Violation of this or deliberate slander of character will not be tolerated and will result in disciplinary action up to termination and possible legal repercussion.

Examples of such conduct might include, but are not limited to:

- Offensive posts meant to intentionally harm someone's reputation
- Posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law, Company or Customer policy.
- Maintain the confidentiality of Company and Customer trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes,

products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications.

- Do not create a link from your blog, website, or other social networking site to a Company or Customers website.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Company or Customer. If the Company or Customer is a subject of the content you are creating, be clear and open about the fact that you are an associate and make it clear that your views do not represent those of Company or Customer, fellow associates, members, customers, suppliers, or people working on behalf of Company. If you do publish a blog or post online related to the work you do or subjects associated with Company or Customer, make it clear that you are not speaking on behalf of Company or Customer. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Company or Customer."
- Posts, verbally or photographically, that violate any policy as outlined within this handbook

Accessing or using personal social media while on work time or on Company or Customer equipment, is strictly prohibited, unless it is work-related as authorized by your supervisor and compliant with the Company and Customer Policy. Do not use Company or Customer e-mail addresses to register on social networks, blogs, or other online tools utilized for personal use.

Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct or violate any of the aforementioned policies will not be tolerated and may subject you to disciplinary action up to and including termination.

Company prohibits taking negative action against any associate for reporting a possible deviation from this policy or for cooperating in an investigation. Any associate who retaliates against another associate for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

216. General Safety Rules and Worksite Guidelines

Job safety is the responsibility of each individual employee. Job safety is often applying common sense to a situation. Use good common sense and stay alert on the job at all times.

Your Authorized Dealer will endeavor to perform an initial job safety inspection. As a part of this process you should be provided with the name and contact phone number of your direct job site supervisor. This supervisor will have direct responsibility for your safety and supervision. **If at any time, you feel this person is not providing proper direction or you are concerned for your safety, please contact USA Corporate Office at 877.312.8964 ext 414.**

All injuries, no matter how slight, **must** be reported to your USA Corporate Office immediately at 813.518.6587

In addition, as part of your initial job site orientation your jobsite supervisor should orientate you to the job sites specific **First Aid and Injury Procedures** which should include:

- Location of onsite First Aid facility (if available)

- In the absence of medical assistance that is reasonably accessible in terms of time and distance to the worksite, Customer or the controlling contractor of the job site should have a person who has a valid certificate in first aid shall be available to render first aid. The person rendering care must have a valid certificate in first aid training obtained from the U.S. Bureau of Mines, the American Red Cross, or equivalent training that can be verified by documentary evidence.
- Location of the closest First Aid Kit and or First Aid Station
 - First aid kits shall be easily accessible and consist of appropriate items determined to be adequate for the environment in which they will be used as determined by Customer or the controlling contractor of the job site.
 - The contents of first aid kits shall be periodically assessed to ensure the availability of adequate first aid supplied as determined by Customer or the controlling contractor of the job site.
- Location of eye and or body washing station (if required)
 - Where the eyes or body of any person may be exposed to injurious corrosive materials, suitable facilities shall be provided within the work area.
- Location of rest rooms or port-a-johns and hand washing or sanitizing stations.

If at ANY TIME you are concerned with your job site safety or the adequacy or accessibility of the job site First Aid Supplies, Facilities or Personnel, please contact USA Corporate Office immediately at 877.312.8964 ext 414.

Submitting false or fraudulent information when reporting an injury is cause for immediate discharge and may result in denial of medical and wage loss benefits.

Employees under the influence of drugs and/or alcohol on the job will be subject to immediate discharge. Employees taking prescribed medication should advise their supervisor and USA prior to the start of their shift.

If you feel ill discuss your situation with your supervisor and USA before starting or continuing work.

Report any unsafe conditions to your supervisor and USA Corporate Office at 877.312.8964 ext 414 immediately regardless of whether the unsafe condition directly affects you.

If at any time, you are not sure how to perform the job you have been asked to do, STOP AND CHECK WITH YOUR SUPERVISOR. This is for your safety and that of your fellow workers.

DO NOT start or operate any equipment without the proper authority and safety instruction. **NEVER** operate a piece of equipment when guards or other safety devices are not in place.

DO NOT attempt to repair or tamper with equipment that is not working properly. Report the condition to your supervisor or USA immediately.

Employees must wear personal protective equipment (PPE) at all times while on a commercial construction site or as required by customer or worksite. This includes, but is not limited to, hardhat, safety glasses, steel toed boots, rubber soles shoes, long pants, gloves and ear protection. There will be no exception to this requirement and a safety violation will be issued if you are found not utilizing the required PPE's.

Good housekeeping practices should be followed at all times. This includes clean tools, dry floors, neat work areas, and properly arranged materials.

Use the correct method of lifting objects. Lift with your legs, not your back. If a load is too heavy or awkward, ask for assistance.

All electrical power tools and cords must have an operational third wire positive ground. Electrical tools and cords without positive grounding should not be used. Double insulated tools must be so marked. Employees must maintain all personal power equipment and guards in good condition. **Equipment in questionable condition or without adequate guards shall not be used.**

DO NOT use flammable liquids, toxic materials, chemicals or acids unless authorized and instructed in the proper procedures.

DO NOT smoke in areas that are not specifically designated as smoking areas.

While driving, wear seatbelts at all times and do not utilize a cell phone in any capacity.

Obey all safety and warning signs at all times.

Actions Subject to Disciplinary Action or Discharge: (to include but not limited to)

- **Not utilizing PPE (hard hats, safety glasses, gloves, appropriate foot wear & ear protection). If you are in need of any of these items, please contact USA at 877.312.8964 ext 414.**
- **Not following written or verbal safety procedures and or rules**
- **Horseplay or working in an unsafe manner**

If you are issued a written or verbal safety violation you will have the opportunity to defend your actions. The USA Manager will meet with you to discuss the issue and determine proper corrective action.

300. PAYROLL POLICIES

301. Work Hours and Schedule with Meal & Rest Periods

USA's standard work week runs from 12.00 a.m. Monday until 11:59 p.m. the following Sunday night. This may differ depending on the nature of your assignment. If an alternate work week will be in effect, employees will be notified prior to the start of their assignment. The Employee will be assigned a work schedule and will be expected to begin and end work according to the schedule.

The normal workweek consists of forty (40) hours per week. Any time worked over the normal forty (40) hours in a workweek will be considered overtime. Overtime is paid at the rate of one and one half times the normal hourly rate or in compliance with prevailing local overtime laws. All overtime must be pre-approved by the employee's supervisor. Any unauthorized overtime may lead to disciplinary action.

Regardless of work week, all employees will receive their payroll on Friday of each week, unless if a bank observed holiday falls on a Friday the payday will be the adjusted as needed. **A new employee will receive their first week's pay the following Friday for the previous week worked. USA mandates that compensation be paid through direct deposit, a Rapid Pay Card and/or in compliance with local compensation laws.**

A fifteen (15) minute paid rest period will be provided for each four (4) hour scheduled work shift. Additionally, if an employee is scheduled to work more than five (5) consecutive hours in a work shift the employee will be provided with a thirty (30) minute unpaid meal period.

302. Attendance, Absence and Punctuality Standards

All employees are expected to work on a regular and consistent basis to complete their regularly scheduled hours per week. Excessive absenteeism may lead to disciplinary action, up to and including termination of employment. Other continuing patterns of absences, early departures, or tardiness – regardless of the exact number of days – may also warrant disciplinary action.

Employees are expected to report to work as scheduled, on time and prepared to start work at their scheduled start time. Employees are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on company authorized business. Late arrival, early departure or other absences from scheduled hours are disruptive and will not be tolerated.

An employee who does not call or report to work for three consecutive work days will be considered to have voluntarily resigned employment with the Company, unless there are extenuating circumstances. Supervisors experiencing such absences should contact Human Resources at 877.312.8964 ext 414.

Tardiness is defined as being 5 minutes or more late for a scheduled shift. Being late more than three (3) times in a three-month period will be considered cause for disciplinary action. Unless requested by your supervisor, tardiness cannot be made up by staying late. Excessive or unjustified absences or tardiness will be cause for disciplinary action up to and including termination. Five (5) unexcused absences in one (1) year will be grounds for termination of employment.

Personal appointments should be scheduled during non-work hours unless approved in advance by your supervisor.

If it is not possible to be at work at the scheduled time, an employee shall call his or her supervisor, Authorized Dealer or the corporate office at 877-312-8964 ext 414 before the start of his or her scheduled work time on each and every day of absence except when there are extenuating circumstances. In all cases of absence or tardiness, employees must provide their supervisors with an honest reason or explanation. A doctors' note or credited reports may be required for extended absences.

303. Overtime Policy

Overtime pay will be paid to hourly employees as required by applicable state law or federal law. For purposes of determining which hours constitute overtime, only actual hours worked in a given workday or workweek will be counted unless otherwise required by law. On occasion, you may be required to work overtime. Refusal to work required overtime may result in disciplinary action. Overtime must be approved supervisor in advance. Failure to obtain prior approval for overtime will result in disciplinary action.

304. Paydays

Employees will receive their week's pay the following Friday for the previous week worked. All Employees are paid weekly on every Friday by either direct deposit or a pay card. Each pay amount will include earnings for

all worked performed through the end of the previous week. If a regular payday falls on a holiday, Employees will be paid on the preceding workday. Unless required by state law, the company does not offer paper paychecks.

The Company makes every effort to ensure employees are paid correctly. Occasionally, however, unintentional errors happen. Mistakes brought to our attention will be promptly corrected. If there is an error in an Employee's pay amount, it should be immediately reported to USA's payroll department.

305. Time Records

Employees must record their actual time worked for payroll purposes. Employees should record the time that work begins and ends, as well as the beginning and ending time of each meal period. Employees must also record any departure from work for any non-work-related reason.

It is the Employee's responsibility to have his or her job supervisor sign the time record to certify accuracy of all time recorded and worked. Altering, falsifying, or tampering with time records is prohibited and subject to disciplinary action up to and including termination of employment.

Timesheets must be submitted via email to payroll@usastaffingservices.com, fax to 877.406.3349, or via the Employee Portal before 5:00 PM each Monday. It is the responsibility of each Employee to have their timesheet completed and presented on time. Failure to complete and handle time sheets properly may delay any and all payment for hours worked.

The compliant submission of timesheet is essential in USA's ability to process all employee's payroll efficiently and on time. Per the USA Late Timesheet Policy that all employees have the ability review, accept and sign as part of the Company onboarding process, late submissions of weekly payroll can result in delayed payroll and include the following:

USA's Late Timesheet Policy Consequences:

If the employee's timesheets are not received in compliance with the above referenced Timesheet Policy Guidelines, the following actions will occur:

- 1st Late Timesheet: Verbal Warning to Employee
- 2nd Late Timesheet: Written Warning to Employee
- 3rd Late Timesheet: Employee Termination from assignment

If there is an error in an Employee's check, it should be immediately reported to USA's payroll department. No one other than the Employee to whom the paycheck is written will be allowed to access, inquire regarding or pick up a paycheck unless written authorization has been given for another person to do so.

306. Progressive Discipline

The purpose of this policy is to state the Company's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

The Company's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with USA is based on mutual consent and both the employee and the company have the right to terminate employment at will, with or without cause or advance notice.

Disciplinary action may call for any of four steps -- verbal warning, written warning, final warning/probation, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a final warning; and, still another offense may then lead to termination of employment.

The Company recognizes that there are certain types of employee problems that are serious enough to justify either a probation, suspension or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy includes examples of problems that may result in immediate probation, suspension or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and the Company.

400. EMPLOYEE BENEFITS

401. Paid Sick Leave - PSL

Many states across the country have mandated paid sick leave programs and given USA Staffing Services does business in the majority of states, management has developed a paid time off which is synonymous or commonly referred to by many states as paid sick leave. The USA Staffing Services' Paid Sick Leave (PSL) program was defined to mirror the State of California's PSL program, given at the time of writing this policy, California's PSL program was the most generous to the employee in the utilization of earned sick leave, of all the states that have enacted PSL programs. If state PSL mandates change, USA Staffing Services' program will be modified as necessary, so as to remain compliant on a nationwide basis. Management will endeavor to provide as much notice as possible to all employees, but it is again dependent on state mandates and the timing there of.

Following is our PSL policy followed by a Q&A section as to specific interpretations and commonly asked questions:

Effective January 1, 2017 USA Staffing Services is happy to provide Paid Sick Leave (PSL) of up to forty (40) hours or five days of paid sick leave to eligible non-staff / field employees. Eligibility requirements and accrual specifics are described below. This PSL Plan applies to all USA Staffing Services' non-staff / field employees not engaged or assigned to a Federal issued contract that requires the compliance of the Service Contract Act (SCA). If you are uncertain if your assignment falls under the SCA please contact your Authorized Dealer (recruiter) or USA directly.

Eligibility to use PSL

- In order to be eligible to use accrued PSL employees must complete 90 calendar days of consistent employment or 390 hours worked. PSL is not eligible to be used or paid out prior to this milestone.

Accrual Specifics

- Accrual begins your first day of employment, however the accrual plan is based on a calendar year. This means carryover balances and PSL usage is based on January through December of each year. You will accrue one (1) hour of PSL for every thirty (30) hours worked as an employee of USA Staffing Services. This accrued amount will be listed on your weekly pay stub. As a reminder, electronic pay stubs can be accessed via the Employee Portal. To login, go to www.USASTaffingservices.com and click on the Employee Portal button. If you need assistance with your username or password, please contact 877.312.8964.
- **Annual and Maximum Hours of PSL that can be Accrued:** Forty-eight (48) hours or six (6) days per year.
- **Maximum Carryover of Unused Hours:** Accrued unused PSL carries over into the next calendar year, but is limited to forty-eight (48) hours or six (6) days per year.
- **Maximum PSL hours that can be Used or Paid Out in the Calendar Year:** Forty (40) hours or five (5) days can be used within a calendar year.
- **Maximum PSL Hours that can be Used or Paid Out per Usage:** Twenty-four (24) hours or three (3) days can be used per usage.
- **Permitted Uses of PSL:** (1) Medical need of the employee or the employee's family member; and (2) Purposes related to domestic violence or related issues by an employee.
- **How to Request PSL:** If the need for PSL is foreseeable, the employee must provide as much advance notice of absence as possible. If the need is unforeseeable, the employee must provide notice as soon as able, but no more than fourteen (14) calendar days of absence. Please inform your supervisor and Authorized Dealer (recruiter) of any absence as soon as possible. To request PSL please send an email request to USA directly at payroll@usastaffingservices.com with absence date(s), amount of time absent and reason for absence.
- **When will Used PSL be Paid Out:** On the payday for the next regular payroll after the PSL is requested and approved.
- **What happens to my accrued PSL if there is not work for me or a gap in my employment:** As long as you have not been terminated for cause, if you are reassigned or rehired within one (1) year from the date of separation or previous assignment ending, any previously accrued and unused PSL will be reinstated and can be used immediately upon reassignment or rehire, given the eligibility mandate of 90 calendar days of consistent employment or 390 hours worked has been met.

Frequently Asked Questions and Answers of USA Staffing Services Standard PSL Policy

1) **Q - If my start date was before 1/1/17, when does my accrual start?**

A -Your accrual start date is your first day of work OR 1/1/17, whichever is later. Meaning if you started before 1/1/17, you did not start accruing PSL until 1/1/17. Exception to this, are those employed within the state of California, your accrual start date is your first day of work OR 7/1/15, whichever is later.

2) **Q – How do I know if I am eligible to use my accrued PSL?**

A – After your 390th hour worked or 90th consecutive calendar day of work from your accrual start date as described in question 1. If your PSL balance listed on your check stub is 13 or higher, this means you have completed the 390 hours worked and are eligible to use the PSL. You can also call or email your USA Staffing Services' contact to confirm.

3) **Q – How do I request PSL?**

A – By sending an email request for PSL usage to USA Payroll Dept at payroll@usastaffingservices.com with absence date(s), amount of time absent and reason for absence. Always let your Supervisor and Authorized Dealer (recruiter) know that you will be absent from work.

4) **Q – How many continuous hours or days of PSL can I use at once?**

A – You can use up to twenty-four (24) hours or three (3) days per usage, not to exceed your accrued amount or yearly maximum use limit of forty (40) hours or five (5) days.

5) **Q – Do I need to provide a Doctor's note or any other supporting documentation when I use PSL?**

A – No, a doctor's note and/or any supporting documentation will not be required.

6) **Q – Can I cash out my unused PSL accrual balance during my assignment or after my assignment ends?**

A – No, employees are not able to cash out PSL or receive pay for unused PSL during or after your assignment.

7) **Q – Can I use my accrued PSL after my assignment ends?**

A – No, PSL can only be requested and used when you are actively on an assignment with USA Staffing Services.

8) **Q – If I have had different pay rates during my accrual period, what pay rate is used to pay PSL if I need to use it?**

A – PSL is paid either: (1) at the regular rate of pay for the workweek in which PSL is used; or (2) calculated by dividing total wages (excluding overtime premium pay) by the total hours worked during the full pay periods of the prior 90 days.

If you have any questions, please contact your USA Staffing Services' representative at 877.312.8964 x414.

This PSL Plan as described, meets or exceeds requirements as set forth by prevailing mandated local, state and/or Federal PSL requirements.

402. Holidays

At this time, USA does not offer paid Holidays for interim and field employees.

403. Workers' Compensation

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

Employees who sustain work-related injuries or illnesses must inform their immediate supervisor and USA at 813.518.6587. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

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

The following applies to employees needing time off due to an on-the-job injury/illness:

- * Employees who require treatment beyond first aid on the day of the injury and seek care from an authorized treating physician will continue to receive pay for the remainder of that scheduled work day.

- * If follow-up medical care is necessary, appointments should be made during non-working hours. If arrangements cannot be made during non-working hours, you may use personal or vacation time, if available. Employees must coordinate requests for time off with their supervisor, providing advance notice unless it is an emergency situation.

404. Health Insurance

USA Staffing Services is pleased to offer new employees three levels of health plans as described below. Enrollment is not mandatory, but per the Affordable Care Act (ACA) guidelines you are required to either Accept or Reject each of the plans. Employees have 30 days from your first day of service to change your selections. Following the 30 day period, there will be a specified Open Enrollment period, which you will be notified regarding, when you will be able to modify or enroll for coverage.

Following is a summary of health care benefits provided by the Company as of the version of this handbook. For detailed information please contact our provider Essential StaffCARE at 866 798-0803 Ext: 606 and reference Group# 2934600.

MEC Wellness / Preventive Plan (monthly direct payment)

- Eliminates employee Individual Mandate tax for those enrolled
- Covers 63 mandated benefits to qualify as Minimum Essential Coverage
- Options for family coverage
- The MEC Plan will be payable via direct payment and information will be sent to you once you have enrolled
- No waiting period to enroll

ESC Fixed Indemnity Plan (weekly after tax payroll deduction)

- ESC Supplemental Health Care Plans
- No Pre-existing condition limitations
- No waiting period on medical
- No deductibles on medical
- Doctor office visit benefit
- Prescription drug benefit
- Dental, Vision, Life & Disability benefits also available
- No waiting period to enroll.

Bronze ACA Compliant Major Medical Health Insurance

Note: This plan is limited to Full Time employees who work on average or anticipated to work 30 hours per week for the 90 day waiting period. Employee will be notified by Essential StaffCARE upon qualification for this plan.

- Coverage cost based on hourly wage rate
- Major medical insurance plan administered by Blue Cross
- Insured is responsible for paying for all medical costs out-of-pocket up to \$6,350 for individual \$12,700 for in-network services
- No Pre-existing condition limitations

405. 401(k) Saving Plan

USA Staffing Services is pleased to offer a 401(k) savings plan. To qualify, employee must be full time for twelve (12) consecutive months. At this time this plan will be strictly an employee contribution plan and company will not match or contribute on a mandatory basis.

500. LEAVES OF ABSENCES

501. Personal Leave of Absence

A personal leave of absence without pay may be granted at the discretion of the Company. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks. Employees are required to use any available vacation and/or sick leave before beginning a Personal Leave of Absence.

Unpaid personal leave for illness and injury is governed by company policy and federal and state laws. Employees who are pregnant should contact human resources at 877.312.8964 ext 414 to discuss leave of absence options.

The Company will not pay the Health Care premiums of any employee or if applicable an employee's dependents during a leave of absence unless such payment is required by State or federal law. See Human Resources or the Company designee for information on continuation benefits.

Employees are required to use vacation and/or sick leave for personal absences of duration shorter than two weeks. If an employee does not have sufficient accumulated vacation and/or sick leave, a leave without pay may be granted at the Company's discretion. However, unscheduled short term leave without pay is disruptive to the Company's staffing goals and such leave, unless required by law, will be granted only under emergency circumstances. Excessive absenteeism will result in disciplinary action up to and including termination.

When an employee is ready to return to work following a leave of absence for illness or injury, a written release from the treating physician must be provided to the employee's supervisor or the Human Resources office.

502. Jury Duty or Witness Leave

The Company encourages Employees to serve on jury or witness duty when called. The Employee must notify their Supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received.

Failure to return timely from jury duty is treated as an unexcused absence. You must sign over check received from performing jury duty to receive full pay by Company.

Employees who receive a subpoena to be a witness at a hearing or trial will be granted Witness Leave according to the same requirements for Jury Duty above. Witness Leave is not granted if you volunteer to be a witness.

No employee will be discharged or discriminated against because he or she complies with a jury summons or valid subpoena.

503. Domestic Violence Leave

In the event that you or a member of your family or household is a victim of domestic violence, in accordance with state law you may be eligible for up to three days of unpaid leave in any 12-month period. To be eligible for this leave, you must have worked for the Company for at least three months and must have used up all available vacation and sick leave.

Under state law, domestic violence leave must be used for one or more of the following purposes:

- to seek an injunction for protection against domestic violence, dating violence or sexual violence;
- to obtain medical care, mental health counseling or both for yourself or for a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
- to obtain services from a victims' services organization (domestic violence shelter, rape crisis center, etc.) as a result of the act of domestic violence;
- to make your home secure from the perpetrator of domestic violence or to seek new housing to escape the perpetrator; or
- to seek legal assistance in addressing issues arising from the act of domestic violence or to prepare for and attend court-related proceedings arising from the act of domestic violence.

You are expected to provide your supervisor with reasonable notice of your need for domestic violence leave except in cases of imminent danger to your health or safety or to the health or safety of a member of your family or household. Upon your return from domestic violence leave, you must provide your supervisor with documentation of the purpose of your leave.

As required by law, the Company will maintain the confidentiality of all information you provide in support of your domestic violence leave. No disciplinary action, discrimination or retaliation will be taken against you for requesting or taking domestic violence leave.

For Employees who reside in California:

Time Off for Victims of Crime (family members and domestic partners) [ALL, LABOR CODE 230 and 230.2]

Employees who are victims of domestic violence, sexual assault, stalking, and certain felony crimes, or who are an immediate family member of a victim (as defined), who are a registered domestic partner of a victim

(as defined), or who are the child of a registered domestic partner of a victim of certain felony crimes will be given time off as necessary in accordance with the law. Employees are required to provide a copy of the notice or other documentation for each scheduled proceeding in advance of the proceeding if feasible, and where not feasible in advance as soon as possible after an unscheduled absence, establishing the right to such time off. The employee may elect to use accrued vacation time or sick leave time for purposes of this leave. The Company will make every effort to maintain the confidentiality of any employee requesting leave under this policy, including the confidentiality of any documentation submitted in support of the time off.

Time Off for Victims of OTHER Crimes [ALL, LABOR CODE 230.5]

Employees who are a victim of one of crimes listed below will be given time off upon request to appear in court to be heard at any proceeding, including any delinquency proceeding, involving a post arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue. The Company will make every effort to maintain the confidentiality of any employee requesting leave under this policy, including the confidentiality of any documentation submitted in support of the time off. As a condition of taking time off for a purpose set forth below, you must give the Company reasonable advance notice of your intention to take time off, unless the advance notice is not feasible. When an unscheduled absence occurs, the Company will not take any action against you if, within a reasonable time after the absence, you provide a certification to the Company.

Certification is sufficient in the form of any of the following:

- A police report indicating that the employee was a victim of a crime listed below.
- A court order protecting or separating the employee from the perpetrator of a crime listed below, or other evidence from the court or prosecuting attorney that the employee has appeared in court.
- Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from a crime listed below.

Time off for employees who are a victim of the following crimes will be provided:

- Vehicular manslaughter while intoxicated.
- Felony child abuse likely to produce great bodily harm or a death.
- Assault resulting in the death of a child under eight years of age.
- Felony domestic violence.
- Felony physical abuse of an elder or dependent adult.
- Felony stalking.
- Solicitation for murder.
- A "serious felony," as defined in subdivision (c) of Section 1192.7 of the Penal Code.
- Hit-and-run causing death or injury.
- Felony driving under the influence causing injury.

504. Time Off to Vote

The Company encourages Employees to exercise their privileges and duties as citizens, including their right to vote. Due to the availability of reasonable polling hours, an Employee is expected to exercise their right to vote in a statewide public election before or after working hours. There will be no time off granted for voting except extreme circumstances at discretion of management.

505. Military Leave

Eligibility

Generally, an employee returning from military leave is guaranteed reemployment and other rights as long as he or she complies with certain notification and other requirements. An employee is protected if he or she meets the following criteria:

- The employee gave notice that (s)he was leaving the job for military service (unless military necessity or other extenuating circumstances precluded the notice);
- The period of service was five years or less;
- The employee was not discharged from service under dishonorable or other punitive conditions; and
- The employee must have reported to his/her civilian job in a timely manner or submitted a timely application for reemployment.
- In some cases, military leaves of absence beyond five years will be protected.

Employees who are members of the National Guard and are called to active duty will not be discharged, reprimanded or in any way penalized for absence from work for this purpose.

Return to Work

The period of time within which an employee must return to work after the completion of service depends on the duration of the military service. Employees who serve less than 31 days are required to return to employment by the beginning of the first regularly scheduled work period after the completion of military service. Such employees, however, are excused for the amount of time required to return home safely and for an eight-hour rest period.

If an employee served between 31 and 180 days, (s)he must file an application for reemployment within 14 days after the completion of military service.

If an employee served more than 180 days, (s)he must file an application for reemployment no later than 90 days after the completion of military service.

In all cases, if compliance with the time limits becomes impossible or unreasonable through no fault of the employee, he or she will be given additional time. Furthermore, reporting and application deadlines are extended for up to two years for persons who are hospitalized or convalescing from a service-related illness or injury.

Employees returning from the armed services will be reemployed in the job that they would have attained if they had not been absent for military service, including any promotion, increase in pay and additional job responsibilities. Further, a returning service member is entitled to all general across-the-board pay raises which he or she would have received but for the absence for uniformed service. With respect to pay, the term includes all elements of compensation for which they were eligible including an hourly rate, piece rate, salaries, commissions, bonuses and shift premiums. The Company will provide training or other assistance to returning service members to help them refresh or upgrade their skills to qualify for reemployment.

Benefits

Service members and their families will continue to receive health benefits if the employee's absence is for 30 days or less. If the service member's absence will be longer than 30 days, eligible dependents may continue health care coverage under COBRA at their expense for up to 24 months. Employees returning from military leave will resume health plan coverage without a waiting period or other exclusion.

The period of military duty will be counted as covered service for the purposes of retirement plan eligibility, vesting and benefit accrual. The Company may not make plan contributions during a military leave. However, upon reemployment, the Company will restart contributions, and make up contributions that would have been made during your absence. If you are required to contribute to the retirement plan, you will have up to three times the period of military duty or five years, whichever is first, to make the contributions.

600. PRIVACY, COMPUTER and EQUIPMENT POLICY

601. Use of Company or Customer Assets

The Company and or Customer provides furniture, desks, storage areas (e.g., drawers, lockers, files, and cabinets), work areas, vehicles, other company provided equipment/facilities, computers and communication systems (including mobile phones and smartphones (collectively, "mobile devices"), electronic mail, email addresses, instant messaging, text messaging and internet messaging systems, electronic bulletin boards, and other systems). These assets are referred to collectively as "Assets." These Assets are provided to employees at the Company's or Customer's expense to assist you in carrying out your assignment. Unless otherwise authorized by management or by Company or Customer policy, employees may not use Assets to access the internet at work for non-work purposes. An employee may only use Assets, including computers and company information accessible through their use, for purposes authorized by the Company or Customer in connection with the employee's job duties.

Assets belong to the Company or Customer, and the Company and Customer reserves the right (at any time and without notice) to access, inspect, inventory, or search any Asset. Items or information of a personal nature may be discovered in the course of any such exercise of the Company's and Customer's rights if you use Assets for personal purposes. There is no right to privacy, and you consent to such access by accepting and using Assets.

The Company's and Customer's computer network, email, instant messaging, text messaging, internet messaging, and electronic bulletin board systems are to be used for business-related purposes and only to transmit and receive business information. The Company treats all messages sent, received, or stored in its email, instant messaging, text messaging, internet messaging, and electronic bulletin board systems as business messages.

The Company and Customer has the capability to access, review, copy, and delete any messages sent, received, or stored on the computer network, email system, on other company or customer computers, electronic and internet resources, and on the message recording and storage systems of company-issued mobile phones. The Company and Customer reserves the right to access, review, copy, or delete all such messages or to search any Assets for any purpose, and to disclose them to any party (inside or outside the Company or Customer) it deems appropriate. By using the Assets, you agree that you have no reasonable expectation of privacy in relation to such usage or any items or information stored in Assets.

Unless specifically granted in this policy, any non-business use of the Assets is expressly forbidden.

Use of Company or Customer computers, networks, and Internet access is a privilege granted by management and may be revoked at any time for inappropriate conduct carried out on such systems, including, but not limited to:

- Sending chain letters or participating in any way in the creation or transmission of unsolicited commercial e-mail ("spam") that is unrelated to legitimate Company or Customer purposes;
- Engaging in private or personal business activities, including excessive use of instant messaging and chat rooms;
- Accessing networks, servers, drives, folders, or files to which the employee has not been granted access or authorization from someone with the right to make such a grant;
- Making unauthorized copies of Company or Customer files or data;
- Destroying, deleting, erasing, or concealing Company or Customer files or data, or otherwise making such files or data unavailable or inaccessible to the Company or Customer or to other authorized users of Company or Customer systems;
- Misrepresenting oneself or the Company and Customer;
- Violating the laws and regulations of the United States or any other nation or any state, city, province, or other local jurisdiction in any way;
- Engaging in unlawful or malicious activities;
- Deliberately propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either the Company's or Customer's networks or systems or those of any other individual or entity;
- Using abusive, profane, threatening, racist, sexist, or otherwise objectionable language in either public or private messages;
- Sending, receiving, or accessing pornographic materials;
- Becoming involved in partisan politics;
- Causing congestion, disruption, disablement, alteration, or impairment of Company or Customer networks or systems;
- Maintaining, organizing, or participating in non-work-related Web logs ("blogs"), Web journals, "chat rooms", or private/personal/instant messaging;
- Failing to log off any secure, controlled-access computer or other form of electronic data system to which you are assigned, if you leave such computer or system unattended;
- Using recreational games; and/or
- Defeating or attempting to defeat security restrictions on Company or Customer systems and applications.

Using Company or Customer automation and/or communication systems to access, create, view, transmit, or receive racist, sexist, threatening, or otherwise objectionable or illegal material, defined as any visual, textual, or auditory entity, file, or data, is strictly prohibited. Such material violates the Company's anti-harassment policies and subjects the responsible employee to disciplinary action. The Company's or Customer's electronic mail system, Internet access, and computer systems must not be used to harm others or to violate the laws and regulations of the United States or any other nation or any state, city, province, or other local jurisdiction in any way. Use of Company or Customer resources for illegal activity can lead to disciplinary action, up to and including dismissal and criminal prosecution. The Company and Customer will comply with reasonable requests from law enforcement and regulatory agencies for logs, diaries, archives, or files on individual Internet activities, e-mail use, and/or computer use.

If you violate these policies, you could be subject to disciplinary action, up to and including dismissal.

Ownership and Access of Electronic Mail, Internet Access, and Computer Files; No Expectation of Privacy

The Company or Customer owns the rights to all data and files in any computer (including personal), network, or other information system used in the Company or Customer and to all data and files sent or received using any Company or Customer system or using the Company's or Customer's access to any computer network, to the extent that such rights are not superseded by applicable laws relating to intellectual property. The Company or Customer also reserves the right to monitor electronic mail messages (including personal/private/instant messaging systems) and their content, as well as any and all use by employees of the Internet and of computer equipment used to create, view, or access e-mail and Internet content. Employees must be aware that the electronic mail messages sent and received using Company or Customer equipment or Company or Customer provided Internet access, including web-based messaging systems used with such systems or access, are not private and are subject to viewing, downloading, inspection, release, and archiving by Company or Customer officials at all times. The Company and Customer has the right to inspect any and all files stored in private areas of the network or on individual computers or storage media in order to assure compliance with Company policies and state and federal laws. No employee may access another employee's computer, computer files, or electronic mail messages without prior authorization from either the employee or an appropriate Company or Customer official.

Confidentiality of Electronic Mail

As noted above, electronic mail is subject at all times to monitoring, and the release of specific information is subject to applicable state and federal laws and Company rules, policies, and procedures on confidentiality. Existing rules, policies, and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software. Since there is the possibility that any message could be shared with or without your permission or knowledge, the best rule to follow in the use of electronic mail for non-work-related information is to decide if you would post the information on the office bulletin board with your signature.

It is a violation of Company policy for any employee, including system administrators and supervisors, to access electronic mail and computer systems files to satisfy curiosity about the affairs of others, unless such access is directly related to that employee's job duties. Employees found to have engaged in such activities will be subject to disciplinary action.

Electronic Mail Tampering

Electronic mail messages received should not be altered without the sender's permission; nor should electronic mail be altered and forwarded to another user and/or unauthorized attachments be placed on another's electronic mail message.

700. ADVERSE POLICY IMPACT

The Company has implemented numerous policies that are designed to achieve important business objectives. We recognize, however, that an otherwise legitimate workplace policy can have unintended consequences to individuals in a particular group or class. If you feel that one of our policies adversely impacts you due to your unique circumstances (e.g. your membership in one of the "protected classes"), you may seek

accommodation regarding such policy. The procedure to seek this accommodation is as follows: Deliver to your supervisor (or your supervisor's supervisor) a memorandum, in writing, which identifies (1) the policy at issue; (2) the reason why the policy, as it applies to you, creates an adverse impact on you; and (3) the accommodation that you request to avoid this adverse impact.

Examples of "protected classes" include, but may not be limited to, race, color, creed, sex (including pregnancy), religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, genetic information, sickle cell trait, sexual orientation, or veteran status.

EXHIBIT 1
FLORIDA DRUG-FREE WORKPLACE PROGRAM

1. STATEMENT OF POLICY

[January 1, 2011] (Implementation Date)

As part of our commitment to safeguard the wellbeing of our employees and to provide a safe environment for everyone, USA Staffing Services has established a drug-free workplace policy.

The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free environment. We encourage those who use illegal drugs or abuse alcohol to seek help in overcoming their problem. Employees who do so will be able to retain their job positions in good standing.

While this company understands that employees and applicants under a physician's care are required to use prescription drugs, abuse of prescribed medications will be dealt with in the same manner as the abuse of illegal substances.

All employees are given a one-time notice as of the above date that it is a violation of company policy for any employee to report to work under the influence of illegal drugs and/or to possess in his or her body, illegal drugs in any detectable amount.

Thereafter, USA Staffing Services will include notice of drug testing on employment vacancy announcements for positions for which drug testing is required. A notice of the drug-testing policy will be posted in an appropriate and conspicuous location on USA Staffing Services' premises, and copies of the policy must be made available for inspection by the employees or job applicants of the employer during regular business hours in the employer's personnel office or other suitable locations.

a. Types of drug/alcohol testing required.

i. Job applicant drug testing. USA Staffing Services requires job applicants to submit to a drug/alcohol test and may use a refusal to submit to a drug/alcohol test or a positive confirmed drug/alcohol test as a basis for rejecting to hire a job applicant. A job applicant is a person who has applied for a position with USA Staffing Services and has been offered employment conditioned upon successfully passing a drug/alcohol test, and may have begun work pending the results of the drug/alcohol test.

ii. Reasonable-suspicion drug testing. USA Staffing Services requires an employee to submit to reasonable-suspicion drug testing. Reasonable-suspicion drug testing is drug testing based on a belief that an employee is using or has used drugs/alcohol in violation of the drug-free workplace policy. Reasonable suspicion may be drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

- A. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- C. A report of drug use, provided by a reliable and credible source.

- D. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
- E. *Information that an employee has caused, contributed to, or been involved in an accident while at work.*
- F. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on USA Staffing Services' premises or while operating USA Staffing Services' vehicle, machinery, or equipment.

iii. Routine fitness-for-duty drug testing. USA Staffing Services requires an employee to submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the established policy or that is scheduled routinely for all members of an employment classification or group.

iv. Follow-up drug testing. If the employee in the course of employment enters an employee assistance program for drug/alcohol-related problems, or a drug/alcohol rehabilitation program, USA Staffing Services requires the employee to submit to a drug/alcohol test as a follow-up to the program, unless the employee voluntarily entered the program. In those cases, USA Staffing Services has the option to not require follow-up testing. If follow-up testing is required, it must be conducted at least once a year for a 2-year period after completion of the program. Advance notice of a follow-up testing date must not be given to the employee to be tested.

b. The actions that USA Staffing Services may take against an employee or job applicant on the basis of a positive confirmed drug/alcohol test result.

i. Positive Test - Denial of Florida workers' compensation benefits. Upon a positive confirmed drug/alcohol test result, USA Staffing Services will deny an employee workers' compensation medical or indemnity benefits under Florida Chapter 440.

ii. Refusal of Test - Denial of Florida workers' compensation benefits. If an injured employee refuses to submit to a drug/alcohol test, the employee forfeits eligibility for Florida workers' compensation medical and indemnity benefits.

iii. Positive Test – Termination of employment. Upon a positive confirmed drug/alcohol test result, USA Staffing Services may terminate the employee's employment.

2. EXISTANCE OF 440.102

This policy is implemented pursuant to the drug-free workplace program requirements under Florida Statute 440.102 and Administrative Rule 59A-24 of the State of Florida Agency for Health Care Administration.

3. CONFIDENTIALITY

a. Except as otherwise provided in this section, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under Florida Chapter 440 (workers' compensation).

b. Company, laboratories, medical review officers, employee assistance programs, drug rehabilitation programs, and their agents may not release any information concerning drug test results obtained pursuant to this section without a written consent form signed voluntarily by the person tested, unless such release is compelled by an administrative law judge, a hearing officer, or a court of competent jurisdiction pursuant to an appeal taken under this section or is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:

1. The name of the person who is authorized to obtain the information.
2. The purpose of the disclosure.
3. The precise information to be disclosed.
4. The duration of the consent.
5. The signature of the person authorizing release of the information.

c. Information on drug test results shall not be used in any criminal proceeding against the employee or job applicant. Information released contrary to this section is inadmissible as evidence in any such criminal proceeding.

d. This subsection does not prohibit USA Staffing Services, agent of USA Staffing Services, or laboratory conducting a drug test from having access to employee drug test information or using the information when consulting with legal counsel in connection with actions brought under, or related to this section, or when the information is relevant to its defense in a civil or administrative matter.

4. REPORTING USE OF PRESCRIPTION OR NONPRESCRIPTION MEDICATIONS

a. An employee or job applicant may confidentially report the use of prescription or nonprescription medications to a medical review officer, both before and after a drug/alcohol test, by contacting the medical review officer directly; USA Staffing Services will provide the contact information.

b. Prescription or nonprescription medication is a drug or medication obtained with a prescription from an authorized health care provider or a medication that is authorized by federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

c. A medical review officer (MRO) is a licensed physician employed with or contracted with USA Staffing Services, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

5. LIST OF COMMON MEDICATIONS THAT MAY AFFECT A DRUG/ALCOHOL TEST

The following is a list of the most common medications, which may alter or affect a drug test, and is not intended to be all-inclusive:

Alcohol

All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol,

	Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).
Amphetamines	Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin.
Cannabinoids	Marinol (Dronabinol, THC).
Cocaine	Cocaine HCl topical solution (Roxanne).
Phencyclidine	Not legal by prescription.
Methaqualone	Not legal by prescription.
Opiates	Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
Barbiturates	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.
Benzodiazepines	Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.
Methadone	Dolophine, Metadose.
Propoxyphene	Darvocet, Darvon N, Dolene, etc.

6. CONSEQUENCES OF REFUSING DRUG/ALCOHOL TESTING

a. Job applicant drug/alcohol testing. USA Staffing Services may refuse to hire a job applicant who refuses to submit to a drug/alcohol test.

b. Employee drug/alcohol testing.

i. If an injured employee refuses to submit to a drug/alcohol test, the employee forfeits eligibility for Florida workers' compensation medical and indemnity benefits.

ii. If an injured employee refuses to submit to a drug/alcohol test, the employee may be terminated from employment with USA Staffing Services.

7. DRUG REHABILITATION PROGRAMS

Although USA Staffing Services does *not* maintain an Employee Assistance Program (EAP), USA Staffing Services does have a list of local providers of drug and alcohol treatment and family services that an employee may access without USA Staffing Services' involvement.

It is the responsibility of an employee to seek assistance *before* alcohol and drug problems lead to disciplinary actions. Once a violation of this policy occurs, subsequently seeking treatment on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of disciplinary action.

A medical provider can give an appropriate assessment, evaluation and counseling and/or referral for treatment of drug and alcohol abuse. Employees may be granted leave with a conditional return to work, depending on successful completion of the agreed-upon treatment regimen, which may include follow-up testing.

The cost of seeking assistance will be the responsibility of the employee and is subject to provisions of Company's health insurance plan, if any. Please consult the provider for specifics concerning this issue.

8. CHALLENGES TO TEST RESULTS

a. An employee or job applicant who receives a positive confirmed test result may contest or explain the result to USA Staffing Services' designated medical review officer (MRO) within five (5) working days after receiving written notification of the test result. If an employee's or job applicant's explanation or challenge of the positive test is unsatisfactory to the MRO, the MRO shall report a positive test result back to the employer; and that a person may contest the drug test result according to the law/rules adopted by the Florida Agency for Health Care Administration.

b. The terms "confirmation test," "confirmed test," or "confirmed drug test" mean a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

c. Confirmation testing shall be done in accordance with the following:

- (i) If an initial drug test is negative, USA Staffing Services may in its sole discretion seek a confirmation test.
- (ii) Only licensed or certified laboratories may conduct confirmation drug tests.
- (iii) All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Florida Agency for Health Care Administration or the United States Food and Drug Administration as such technology becomes available in a cost-effective form.
- (iv) If an initial drug test of an employee or job applicant is confirmed as positive, USA Staffing Services' designated medical review officer shall provide technical assistance to the USA Staffing Services and to the employee or job applicant for the purpose of interpreting the test result to determine whether the result could have been caused by prescription or nonprescription medication taken by the employee or job applicant.

9. EMPLOYEE RESPONSIBILITY TO NOTIFY LABORATORY

An employee or job applicant is responsible for notifying the testing laboratory of any administrative or civil action brought pursuant to Florida Statute 440.102 (West 2015).

10. DRUGS THAT MAY BE TESTED

USA Staffing Services may test for any or all of the following drugs and alcohol:

- Alcohol
- Amphetamines
- Cannabinoids
- Cocaine
- Phencyclidine HCl
- Methaqualone HCl
- Opiates
- Barbiturates
- Benzodiazepines
- Synthetic Narcotic

11. COLLECTIVE BARGAINING AGREEMENTS

USA Staffing Services' employees are not subject to any collective bargaining agreement; however, if one becomes applicable, there may be a right to appeal actions taken by USA Staffing Services due to an employee's confirmed drug test or refusal to take a drug/alcohol test with the Public Employees Relations Commission or applicable court.

12. MEDICAL REVIEW OFFICER CONSULTATIONS

Employees and job applicants may consult with a medical review officer for technical information, regarding prescription or nonprescription medication.

EMPLOYEE ACKNOWLEDGEMENT

I _____ hereby acknowledge receipt of the **USA Staffing Services - Field Employee Handbook**. I have read, understand, and agree to follow the policies and procedures contained therein. If I have any questions regarding same, I understand that it is my responsibility to review the policies, practices, standards, and rules contained within. I understand that, except for the employment at-will policy, the Company can change any and all policies or practices at any time, unless the Company has entered into a properly executed written agreement to the contrary.

In consideration of my employment, I agree to abide by the policies and procedures of the Company, and agree that, unless subject to a properly executed written agreement to the contrary, my employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of either the Company or me. I further understand that this Manual is not a contract between my employer and me nor is it a guarantee of any specific policies, procedures, standards, rules, or length of employment.

My signature below certifies that I understand that the foregoing agreement on employment at-will status is the sole and entire agreement between the Company and me concerning the duration of my employment and the circumstances under which my employment may be terminated. This Agreement supersedes all prior agreements, understandings, and representations concerning my employment.

Employee Signature

Date