

Policy Handbook

For Temporary Associates



This Manual applies to all Associates of Staffing Specificix Inc.

Equal Opportunity Employer

NOTE: This handbook governs the terms and conditions of your employment with Staffing Specificix. Staffing Specificix expressly reserves the right to change or withdraw any benefits and or policies at any time, without notice. Changes can be made only in writing by the Chief Executive Officer of Staffing Specificix Inc.

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Introduction

Staffing Specifix, Inc. (the "Company") is pleased to have you as one of our employees. We believe that you will find your employment with us to be both rewarding and challenging.

This Employee Handbook sets forth the policies applicable to all full-time and part-time employees. It contains the major policies and procedures of the Company, as well as the benefits afforded to our employees. The terms of individual written employment contracts supersede the policies contained herein to the extent the written contract is inconsistent with this handbook.

We ask you to read and familiarize yourself with the policies in this Employee Handbook.

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 Chief Executive Officer.

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 set 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.

If you have any questions concerning the contents of this handbook, please consult your Staffing Specifix representative.

Please note that this Associate Handbook and any other updated versions will always be available for your access and review on our Employee Portal. Our Employee Portal can be accessed through our website at www.staffingspecifix.com

If you need help to access your account on our employee portal, please contact a Staffing Specifix representative for assistance. Your username and password are the same as the ones that you created when you first filled out our on-line application. If you don't remember your username or password, please contact a Staffing Specifix representative for assistance.

Equal Employment Opportunity Policy

Staffing Specifix is an equal opportunity employer and makes employment decisions on the basis of merit. Staffing Specifix reaffirms its policy of equal employment opportunity to ensure that all employees as well as applicants for employment are treated fairly, with dignity and personal respect. Company policy prohibits unlawful discrimination in any form based on race, color, creed, sex (including pregnancy), child birth, religion, marital status, registered domestic partner status, Veteran status, age, national origin or ancestry, physical or mental disability, medical condition, genetic characteristic, sexual orientation, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and prohibited by the Company.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, and to the extent required by the Americans With Disabilities Act, the Company will make a reasonable accommodation for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship for the Company would result.

Any applicant or employee who requires an accommodation in order to apply for the position or to perform the essential functions of the job should contact their local Staffing Specifix Branch Manager at their local Staffing Specifix office and request such an accommodation. The individual with the disability should specify what accommodation is required to perform the essential functions of the job. The Company will then engage in a timely, good faith interactive process with the applicant or employee to identify possible accommodations, if any, that will enable the applicant or employee to perform the essential functions of the job. If the accommodation is reasonable, will not create an undue hardship on the Company or create a safety threat, the Company will make the accommodation.

If you believe you are a victim of discrimination, you should immediately report the facts of the incident and the names of the individuals involved to the CEO of Staffing Specifix (Mr. Alex Fernandez), or to the corporate human resources department, who will investigate all claims and take appropriate action. You may call the corporate office directly at 305-974-1850.

Employment “At-Will”

The nature of your employment with Staffing Specifix is “at-will”, which means that your employment may be terminated at any time, by either you or Staffing Specifix, with or without cause, advance notice or stated reason. You can exercise that right by expressly notifying us that you have quit and do not wish to be considered for future assignments. We have the same right and can expressly notify you of the decision to terminate your employment, either with or without cause. It is Staffing Specifix’s policy not to discuss hiring or termination decisions with Associates. Terms and conditions of employment, including promotions, change in job duties, locations and compensation can be changed at the sole discretion of Staffing Specifix at any time, with or without cause, advance notice or stated reason. Further, Staffing Specifix may warn, reassign, suspend, demote, or terminate any Associate in its sole discretion, at any time, with or without cause, advance notice or stated reason.

No Employee or Representative of Staffing Specifix, other than the CEO, has any authority to change this “at-will” employment arrangement, or to enter into an agreement for any specified period of time. Only the CEO may enter into an employment agreement for a specified period of time by doing so in a formal written agreement fully executed by the CEO and the Associate.

The fact that Staffing Specifix voluntarily agrees to arbitrate all employment and/or termination claims shall not be deemed in any way to undermine the parties “at-will” employment relationship. The Arbitrator shall not have the authority to alter or otherwise modify the parties “at-will” relationship and must enforce this provision of the Temporary Associate Policy Handbook.

Job assignments may be sporadic, intermittent, unpredictable, and irregular. As a result, significant gaps may occur between assignments. Nevertheless, we both agree that the employment relationship will not end at the conclusion of any assignment, unless one of us expressly notifies the other of the decision to end the employment relationship in the manner noted above. It is agreed that, in the absence of such notice, the end of an assignment will not constitute or be considered a discharge, release, resignation, or termination of the employment relationship. You may, on a purely voluntary basis and when the opportunity arises, interview on an unpaid basis with one or more of our Client’s for prospective assignments or take advantage, on an unpaid basis, of our training resources between assignments.

It is further agreed that, between assignments, we will continue to consider you for suitable work opportunities for which we determine you are qualified. You will not earn wages except when you perform actual work on assignments you are given or when otherwise required by law.

We also both agree that, while the employment relationship continues, you will be paid in accordance with the regular payday rules governing current employees. You will be paid on regular paydays following the completion of services on any assignment. If you expressly notify

us of your decision to quit, or if you are terminated, you will receive your final wages sooner, as the law requires.

After you are hired, you normally will not need to complete a new application form or additional new-hire paperwork in order to receive additional assignments as long as you remain employed. Exceptions will occur if you seek a new assignment that requires special screening or if special requirements are imposed by a particular Client or are required by law.

Our Standards of Excellence

As an Associate, you will be expected to uphold Staffing Specifix's standards of excellence when on an assignment with our Clients. You make the difference while at work!

You Work for Staffing Specifix

Staffing Specifix is your employer of record. We will offer you assignments, pay your wages, withhold taxes as applicable laws dictate, administrator benefits and monitor your performance on each assignment. Any questions you may have regarding your employment, your pay rates or benefits must be directed to Staffing Specifix and not our Clients for resolution. The issues that relate directly to the tasks performed in the role of your position should be directed to your Client supervisor. Though you are assigned to our Client, you are not eligible for any of the benefits offered to their regular full or part-time employees.

All Assignments are Temporary

All assignments are temporary and range in length from one day to six months or more. Please understand that the Client has the right to end your assignment at any time.

Work Locations

You are not permitted to work at any location other than the Client's worksite. Associates are not authorized to perform work out of residences, including their own. If you are requested to work from a residence, including your own, please call your Staffing Specifix representative immediately.

Dress Appropriately for Each Assignment

Some Client locations have a more formal dress code while others are more casual. Whenever possible, your Staffing Specifix representative will tell you exactly what to expect. But, when in doubt, always dress more conservatively your first day. Avoid extremes in hairstyle and clothing. Remember, you don't get a second chance to make a first impression!

Be Prompt

Take pride in being punctual and dependable, from the first day of the assignment to the last! Try to arrive at least 10 to 15 minutes early on your first day.

Call Staffing Specifix Immediately in Case of Emergencies

Call Staffing Specifix if you are running late or will be out due to illness or an emergency. We will inform your Client Supervisor of your call. Our Client, as well as Staffing Specifix, will appreciate your consideration and dependability.

Arrive Ready and Willing to Work

Remain positive and flexible as you may be asked to do many things to help out in the area to which you are assigned. However, if you are asked to do something that you are unsure of, express that uncertainty to your Client Supervisor. Let us know at once if the tasks you are being asked to do differ from what your Staffing Specifix representative told you to expect. (For example, if you are asked to move furniture while on a data entry job, notify us immediately!)

Ask Questions

It is always better to ask questions than to redo the work. Make sure you know the equipment and understand each task before you begin. Please let us know if you are not comfortable with the assigned job or if the Client asked you to do something other than what you have been assigned to do. Special attention should be given to your own safety so never conduct activities that you feel are unsafe.

Take Initiative

Always try to do a little more than you've been asked and be as productive as possible. If you complete your tasks earlier than expected, ask your Client Supervisor what else may need to be accomplished.

Be Professional and Don't Make or Take Personal Phone Calls

Staffing Specifix recognizes that employees will need to make personal telephone calls from time to time. Personal cellular phones may or may not be carried on your person depending on our Client's policy. If in doubt, make sure to ask your supervisor at your work site. However, receiving and placing personal cell phone calls is to be kept to an absolute minimum and reserved for emergencies and unusual circumstances. Please inform your friends and families of this policy. Personal cellular phones must be set on "silent" or "vibrate" modes during work hours. Sending or receiving of text messages is not permitted at any time other than during your lunch or break.

Employees are prohibited from using cell phones (even with a hands-free device) while operating any motor vehicle (including a lift truck) on company business, regardless of whether the employee is on company time or personal time. Exception: In an emergency situation, an employee may use a cellular phone while driving for the purpose of dialing 911 or another number to reach an emergency services provider (police, fire, ambulance). The above prohibitions against

the use of cell phones also apply to sending, composing or reading text messages on devices of any type.

Employees who make or receive an excessive amount of personal cell phone calls or text messages or who are otherwise in violation of this policy will be subject to disciplinary action up to and including termination.

Client Work is Confidential

It is Staffing Specifix's policy that all information concerning our Clients (such as their personal traits) and their businesses (such as their business plans and operations) is to be kept strictly confidential by you and is not to be discussed with anyone within or outside of Staffing Specifix, other than your Staffing Specifix representative, both during and after your work as an Associate. You are obligated to treat and maintain all confidential information of Staffing Specifix's Clients, such as trade secrets, as strictly private and confidential. Your failure to do so may not only be grounds for termination, but may also subject you to a possible lawsuit by Staffing Specifix and/or by our Client.

Communicate With Us

We want to hear from you! Let us know how the assignment is progressing. If you encounter any difficulties, we want to be able to correct them before they become more difficult for you. We look forward to hearing about all of your great experiences at our Clients.

Smoking

Because of the various health and safety hazards that smoking may present and the requirements of local ordinances, smoking is often prohibited in our Clients' facilities at all times. As an Associate, you are expected to comply with the established policy at our Clients as it relates to smoking on their property.

Unacceptable Conduct

Certain conduct, including, but not limited to, the following activities, may be considered cause for immediate termination:

1. Theft, unauthorized removal, or willful damage of property from Staffing Specifix, any Staffing Specifix employee or any Client;
2. Cashing a check after a stop payment has been ordered, and the replacement check has been issued and/or cashed;

3. Divulging Client trade secrets or other company information;
4. Making false statements or omitting pertinent information on company applications or during the application process including falsifying your right to work document(s) and/or your abilities to perform the essential functions of the job, records of employment, forms or reports, or in the course of participation in company investigations or in responding to management inquiries;
5. Falsifying time records (hours, signatures, etc.) - NOTE: Falsifying time records may also be considered a crime and may subject you to criminal prosecution;
6. Failure to show up timely for a job assignment, including unauthorized tardiness, absence from work, or from your assigned work area;
7. Absence of three or more consecutive working days without notice or approval of your Staffing Specifix representative;
8. Substandard or unsatisfactory work performance;
9. Unauthorized use of company material, time, equipment or property, to include but limited to unauthorized operation of machinery and equipment, or operation of any machinery or equipment that you are not trained and authorized to operate;
10. Insubordination while at a Client facility or Staffing Specifix office to include but limited to refusal to obey work orders, refusal to perform job assignments or the use of abusive or threatening language;
11. Committing any act of violence, threats or intimidation, harassing, fighting, horseplay, bullying, practical jokes, using abusive or profane language or other disorderly conduct which could offend others or which may endanger the well-being of any Associate or company operations;
12. Negligence in observing fire prevention and safety rules;
13. Unauthorized entry or exit from company property at any location at any time. Leaving the workplace without properly notifying your supervisor;
14. Walking off the assignment;
15. Smoking in non-designated areas;
16. Sleeping or deliberately loafing during working hours;
17. Gambling, in any form, on Staffing Specifix or Client premises;

18. Any other conduct that is prohibited by 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 Staffing Specifix. These guidelines do not constitute a contract of employment and your employment remains at-will. These guidelines merely outline Staffing Specifix's policy. They should not be interpreted to create any express or implied contractual rights between Staffing Specifix and the Associate.

Work Hours

Your work hours may vary depending on your assignment. Of course, the hours of coverage our Clients may need will vary from area to area. Some areas operate around the clock, while others have standard business hours. Upon accepting an assignment, your Staffing Specifix representative will inform you of the hours required.

When We Call You With An Assignment

When we call you with a temporary assignment, your Staffing Specifix representative will tell you the following:

- The Client, address and directions.
- What time work begins and ends.
- What skills are required.
- How long the job will last.
- Who you report to.
- What you'll be doing and any special protective clothing or equipment you will have to wear.
- How much the assignment will pay.

When you accept, you are committing yourself to complete the entire assignment. Please do not accept any assignment that you cannot complete.

When you arrive at a Client location, ask for your contact person and report to them immediately. This contact person will be your "on-the-job" supervisor. Take work instructions from them and ask anything about their particular environment (restroom, breaks, etc...).

Be sure to call your Staffing Specifix representative:

- If you are asked to stay on the job longer than you thought.
- If the Client changes your assignment or job duties, or wants you to work in a different department or location.
- When your assignment is complete.
- When you will be working overtime.

Associates must notify Staffing Specifix each day that they are available for assignment. If you failed to give such notice, Staffing Specifix may assume that you have voluntarily terminated your employment and are not available for assignment. **Failure to report your availability may affect your ability to receive unemployment compensation.**

Seeking Full or Part Time Employment with Clients

Please check with your Staffing Specifix representative regarding the proper procedures for applying for work with any Client to which you are assigned. On some assignments, our Client may offer you a job working directly as a regular full or part-time employee. Please notify Staffing Specifix immediately if this occurs. Staffing Specifix must approve all such offers of regular employment under its contract with the Client.

Attendance and Punctuality Expectations

Regular attendance and punctuality are required of all Associates. We are committed to providing our Clients with Associates who recognize and value their responsibilities and who are motivated to perform throughout the length of their assignment. Of course, there will be occasions where illness or an emergency will require you to miss a day of work or arrive later than your scheduled time.

If you're going to be late or absent once you have been placed on an assignment, you must immediately contact your Staffing Specifix representative. Failure to do so may be grounds for termination from your assignment. We will want to provide coverage in your assigned area and we'll do our best to retain the assignment for you upon your return. However, there may be occasions where by this will not be possible, and an assignment maybe ended without notice.

Once we have been notified, we will contact your Client supervisor. Please do not contact your Client supervisor yourself. Should there be an occasion when you need to report an absence, illness or injury before or after our regular business hours, please leave the following vital information on our office voicemail system:

1. Clearly articulate your first and last name.
2. Explain the reason you are not able to work or running late.
3. Leave your Client supervisor's name and department to which you have been assigned.
4. Leave a telephone number where you can be reached. Answer when we call you.
5. Give an anticipated return to your assignment, or time you will arrive in running late.

Be advised that repeated absences and/or excessive and repeated tardiness will be grounds for termination. Additionally, it is rarely appropriate for Associates to schedule personal business during business hours. Doctors' appointments, interviews or other personal business should be conducted before or after working hours or between assignments.

Lunch and Break Periods

Lunch and break periods will vary depending on many factors. To avoid confusion and to ensure that department coverage needs are met, please ask your Client Supervisor what will be a convenient time for lunch and breaks in your area. Additionally, please be sure to remind your Client Supervisor when you are about to leave for lunch or break so that they are aware of your whereabouts.

Payroll Information

Payday is the Friday following the week that you worked. If Friday is a holiday, then pay day will be the preceding Thursday. You will keep track of your time with a paper time record or a swipe card. Your Staffing Specifix representative will tell you which method you will use at each assignment. To ensure that there are no delays in your pay you must:

1. Accurately and completely fill out a time record; include your name, dates and hours worked, and your last four digits of your social security number.
2. Sign it and have it approved and signed by your Client Supervisor.
3. The Client or yourself, if still on assignment, will need to send us the time record by Monday at 10:00am following the week you worked.

Overtime

Different overtime rules apply in some states and industries. Contact your Staffing Specifix Representative if you have questions.

If you have elected to receive a paper paycheck, you can pick up your check from your local employee office during regular business hours on the Friday following the week you've worked, unless instructed otherwise. We strongly recommend some form of direct deposit.

In January, you will receive a form W-2 for wages earned the previous year through Staffing Specifix. Please inform your Staffing Specifix representative if you have a change of address so your form W-2 reaches you in time. Staffing Specifix does not provide pay advances.

Please contact your Staffing Specifix representative if you have additional questions regarding pay procedures or if you need to change any information on your withholding status. Questions about your pay are only to be directed to your Staffing Specifix representative.

Our Benefits Program

Staffing Specifix is constantly striving to offer our Associates the most attractive benefits package in the industry. Thus, we routinely supplement and amend our available benefit programs. As the benefits offered by each of our offices may vary somewhat, please ask your Staffing Specifix Representative to describe the benefits offered in your location.

Note: Staffing Specifix reserves the right to change, modify, reduce or increase Associate benefits without prior notice.

Security Procedures

Many of Staffing Specifix's Clients have security procedures that must be strictly followed. When you arrive on assignment, a Staffing Specifix representative or Client Supervisor will explain any security procedures which must be followed at that client facility. Be sure to secure your personal belongings at your job site as there is no insurance to compensate for any such loss.

Vehicle Operation

Associates are not permitted to operate any vehicle, including forklifts, industrial lift trucks, cars, or trucks, without proper Staffing Specifix authorization. Proper licensing and/or certification must also be obtained prior to use, as well as specific Client training. Operating vehicles, equipment or machinery, without authorization will result in disciplinary action, which may include immediate termination. Staffing Specifix does not cover any damage or liability arising from Associates driving their own vehicles or client owned vehicles.

Americans With Disabilities Act (ADA) Policy

Staffing Specifix is committed to the Americans with Disabilities Act (ADA). For any individual who is covered by the ADA, we will make every effort to provide reasonable accommodation for positions with our clients. Any Associate, who believes he/she is the victim of unlawful discrimination under the ADA, must immediately report the incident to the C.E.O. of Staffing Specifix, Mr. Alex Fernandez, or Staffing Specifix's human resources department. We will immediately investigate all such complaints.

Discrimination and Harassment Policy, Including Sexual Harassment

Staffing Specifix is committed to providing a work environment that is free of discrimination and harassment, including sexual harassment. As your employer, we will take all reasonable steps to prevent discrimination and harassment from occurring.

1. Discrimination is Against the Law

Discrimination in any form based on race, color, creed, sex (including pregnancy), child birth, religion, marital status, registered domestic partner status, Veteran status, age, national origin or ancestry, physical or mental disability, medical condition, genetic characteristic, sexual orientation, or any other consideration made unlawful by federal, state, or local laws is against the law and contrary to Staffing Specifix's company policy. Discrimination can take the form of verbal, physical or visual conduct of a racial, ethnic, or other source which could impair the Associate's ability to perform their job.

2. Sexual Harassment is Against The Law

Under federal law, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

A - Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

B - Submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or

C - Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The law also recognizes various forms of sexual harassment:

1 - Verbal harassment: epithets, derogatory comments, threats, or slurs;

2 - Physical harassment: assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual;

3 - Visual harassment: derogatory posters, cartoons, drawings, computer screen or email;

4 - Sexual favors: unwanted sexual advances which condition and employment benefit upon an exchange of sexual favors.

Sexual harassment can occur when males or females harass the opposite sex or the same sex. It can come from a coworker, a Client, an employee of a Client, or anyone doing business on the job site.

3. Sexual Harassment Can Be Costly

If you, as an Associate, are found guilty of sexual harassment, you may be personally liable for monetary damages. Staffing Specifix will not pay damages assessed against you personally.

In addition, Staffing Specifix will take disciplinary action, up to and including termination against any Associate who engages in sexual harassment.

4. If Discrimination or Harassment Occurs

If you believe that you or another coworker have been discriminated against or harassed by a coworker, supervisor, agent of Staffing Specifix, or a Client, you should immediately report the facts of the incident and the names of the individuals involved to the CEO of Staffing Specifix, Alex Fernandez, (phone: 305-974-1850 or email at afernandez@staffingspecifix.com) who will promptly investigate a claim and take appropriate action.

Specifically, it is recommended that you proceed as follows:

A. Confront the person and tell him/her that their behavior or advances are unwelcome and must stop.

B. Next, report the incident(s) immediately to the C.E.O of Staffing Specifix or to the corporate human resources department. It is up to you to report all incidents of discrimination and harassment. Failure to do so will delay our ability to resolve the complaint.

If you feel your complaint has not been satisfactorily resolved, you may also want to contact The Equal Employment Opportunity Commission, The federal agency that resolve complaints of discrimination and harassment, or the equivalent state agency.

5. Protection Against Retaliation

If you are a victim of discrimination or harassment, you have the right to complain without fear of retaliation and are encouraged to come forward so that corrective action can be taken and an end may be put to the discrimination or harassment. You may report such activities even though you were not the target of the discrimination or harassment.

Staffing Specifix's policy as well as federal and state laws, forbid retaliation against any Associate who opposes discrimination or harassment, complains about such discrimination or harassment to Staffing Specifix, files a complaint, testifies, assists or participates in any manner in an investigation, proceeding or hearing conducted by the Equal Employment Opportunity Commission, or the equivalent state agency.

6. Our Commitment to You

We take all reports of discrimination and harassment, including sexual harassment, very seriously and are committed to the prompt resolution of all such complaints. We believe that you are entitled to work in an environment that is free of discrimination and harassment and we will do everything we can to put an end to any discrimination or harassment that is occurring in your workplace.

We will conduct an immediate, confidential investigation of all reports of discrimination and/or harassment, and will take any necessary disciplinary action.

Workplace Violence Policy and Procedure

Staffing Specifix has adopted a zero tolerance policy for workplace violence because it recognizes that workplace violence is a growing nationwide problem. Consistent with this policy, or threats of physical violence, including intimidation, bullying, harassment, and/or coercion, which involve or affect Staffing Specifix and its Associates, which occur on Staffing Specifix property or the premises of a Client, **will not be tolerated.**

Acts or threats of violence include conduct which is offensive, intimidating, or which creates a hostile, abusive, or intimidating work environment for any Associates. Examples of workplace violence include, but are not limited to the following:

1. All threats or acts of violence occurring on Staffing Specifix or Client premises, regardless of the relationship between Staffing Specifix and the parties involved in the incident.
2. All threats or acts of violence occurring off Staffing Specifix or Client premises involving someone who is acting as a representative of Staffing Specifix or affecting the legitimate interest of Staffing Specifix.
3. Any acts or threats resulting in the conviction of an Associate under any criminal code provision relating to violence or threats of violence that adversely affect the interests and goals of Staffing Specifix.

Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to the following:

1. Hitting or shoving another individual.
2. Threatening an individual or his/her family, friends, Associates, or property with harm.
3. Intentionally destroying or threatening to destroy Staffing Specifix or Client property.
4. Making harassing or threatening phone calls or email.
5. Surveillance or stalking another person.
6. Unauthorized possession or inappropriate use of firearms or weapons.

Staffing Specifix's prohibition against threats and acts of violence applies to all persons involved in Staffing Specifix's operations, including Staffing Specifix personnel, Associates, and anyone else on Staffing Specifix property. Violations of this policy will lead to disciplinary action, up to and including termination, and/or appropriate legal action. No provision of this policy shall alter the "at-will" nature of the employment relationship.

Every Associate and every person on Staffing Specifix or Client property is encouraged to report incidents of threats or acts of physical violence of which he/she is aware. The report should be made to the Client safety officer and a Staffing Specifix representative. Associates should also feel free to contact the corporate safety director or corporate human resources department at 305-974-1850. Nothing in this policy alters any other reporting obligation established in Staffing Specifix's policies or in state, federal, or other applicable law.

Substance Abuse Policy

Staffing Specifix's substance and alcohol abuse policy covers all of our Associates. Staffing Specifix and its Clients will not tolerate the unlawful manufacture, use, possession of, distribution of, solicitation or sale of illegal drugs, alcohol, prescription medication (without a prescription) while on duty, while on Staffing Specifix or Client premises, or while operating any vehicle, whether for a Client or a personal vehicle used to commute to the Client's work site.

Using or being under the influence of any legally obtained drug while working or while on Staffing Specifix or Client premises is prohibited to the extent that such use or influence affects job safety or efficiency. Any Associate who will be using legal drugs should immediately inform their supervisor. Staffing Specifix may consult with the prescribing physician to learn the expected effect of the drug and/or require a written statement from the physician that continued working will be safe and efficient. An Associate may continue to work if Staffing Specifix determines that the Associate does not pose a safety threat and that job performance is not affected by use of the drug. Otherwise, the Associate may be required to take a leave of absence or comply with other appropriate measures.

Staffing Specifix drug testing may include:

Pre-Placement Drug Screening: Certain Clients require drug and/or alcohol screen prior to placement. If an applicant chooses to work for this Client, he or she must agree to take this test.

Reasonable suspicion: When Staffing Specifix has a reasonable suspicion of alcohol or illegal drug use on the job or affecting work performance and/or safety, such as evidence of alcohol on the breath, lapses in performance, inability to appropriately respond to questions, physical symptoms of alcohol or drug influence, or the totality of circumstances including, but not limited to, evidence of drugs or alcohol, fights or other incident or behavior suggestive of drug use, negative performance pattern, or excessive absenteeism or tardiness by an Associate, Staffing Specifix reserves the right to order blood tests, urinalysis or other drug or alcohol test for that Associate.

Post-Accident: If Staffing Specifix has reasonable suspicion that an Associate involved in an on-the-job accident was under the influence of drugs and/or alcohol at the time of the accident, or if the accident was a serious one, Staffing Specifix reserves the right to order blood tests, urinalysis, or any other drug and alcohol test that they may deem necessary.

When Associates test positive for or admit to current substance abuse they will be subject to disciplinary actions, up to and including termination.

Staffing Specifix also reserves the right to take disciplinary action, up to and including termination, based upon its reasonable suspicion of an Associate being under the influence of alcohol while at work, illegal drug used by an Associate when that Associate fails or refuses to

consent to the testing when requested, or tampering with the test specimen and/or the drug test results.

The results of a drug testing will be treated confidentially and used for no purpose other than for Staffing Specifix to make employment-related decisions.

Should drug or alcohol testing be deemed necessary and the result of such test is positive, the Associate will be immediately suspended without pay and subject to disciplinary action up to, and including, termination. No future re-employment consideration will be granted to those Associates terminated in accordance with Staffing Specifix's substance abuse policy.

Leave of Absence

There are various state and federal laws that govern the administration of employee leaves of absence for such matters such as jury duty, Pregnancy disability leave, and medical leave. Please contact your Staffing Specifix representative for more information if you require a leave of absence.

Family Medical Leave Act (FMLA)

See the next page for a description of the Employees rights and responsibilities under the Family and Medical Leave Act.

Employees Rights and Responsibilities under the Family and Medical Leave Act

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or childbirth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative child care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, Staffing Specifix must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by Staffing Specifix within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or

incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt Staffing Specifix's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with Staffing Specifix's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for Staffing Specifix to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform Staffing Specifix if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, Staffing Specifix must provide a reason the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If Staffing Specifix determines that the leave is not FMLA-protected, Staffing Specifix must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

Dispute Resolution Procedure

1. Informal dispute resolution

If you believe you have a grievance or dispute with Staffing Specifix arising out of or relating to your employment, contact your Staffing Specifix representative at the Staffing Specifix office where you last worked and explain the situation to him/her. Your Staffing Specifix representative will discuss your concerns with you and attempt to resolve the dispute.

If he/she is unable to resolve it contact either the C.E.O. of Staffing Specifix (Mr. Alex Fernandez) or Staffing Specifix's corporate human resources department to attempt a satisfactory resolution. If your grievance or dispute involves discrimination or harassment, you must follow the reporting procedure outlined in the discrimination and harassment policy, including sexual harassment section. If you and Staffing Specifix reach a mutually satisfactory resolution of the dispute, the matter shall be deemed closed.

2. Arbitration

If, however, you and Staffing Specifix are unable to resolve the dispute informally, the dispute will be submitted to final and binding arbitration in accordance with the procedures of the Federal Arbitration Act and the Revised Florida Arbitration Code (Florida Statutes, Chapter 682)

Associate Investigation Policy

Staffing Specifix recognizes the importance of maintaining a safe working environment with Associates who are honest, trustworthy, qualified, reliable, and non-violent and who do not present a risk of serious harm to their coworkers or to others. Occasionally, Staffing Specifix finds it necessary to investigate current Associates where behavior or other relevant circumstances raise legitimate questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers or to others.

Associate investigations may, where appropriate, include consumer credit reports and investigation of criminal records, including inquiries about any arrest for which the Associate is out on bail. Associates subject to such investigations are required to reasonably cooperate with Staffing Specifix's lawful efforts to obtain relevant information and may be disciplined, up to and including termination, for failure to do so.

Safety Plan

When you arrive at a new job assignment, it is your responsibility to ask the identity of the Client's safety officer and to ask who you should contact in the event of a safety concern, what hazards and hazardous substances the Client knows to exist at the job site, and what the Client has determined you should do in the event of a medical emergency, fire, or natural disaster. In the event of an emergency or disaster, you should follow the Client safety officer's instructions. Staffing Specifix will provide you with general safety guidance (included in this handbook), and the Client will provide job specific training at the worksite. If at any time you are not satisfied with your training, stop what you are doing and notify your Staffing Specifix representative immediately.

Staffing Specifix is committed to maintaining a safe and healthy work environment for you. We have a corporate safety director and safety coordinator in each Staffing Specifix office. We have appointed Melissa Garcia as our corporate lost control manager (305-974-1850). She is responsible for implementing the Staffing Specifix policy to provide a safe and healthy work environment. Of course, such a goal can only be successful when you follow all safety practices and guidelines and bring any concerns about health or safety hazards to the attention of your supervisor at the Client worksite. If your concerns are not resolved, notify your Staffing Specifix representative who can then focus on investigating and acting to correct such problems/hazards.

We welcome your input concerning health and safety issues. You should be aware that State and Federal laws prohibit retaliation against any employee who expresses a health or safety concern to his/her employer, and Staffing Specifix fully complies with this law. If you believe that you have been subject to retaliation for having exercised your rights in this regard, please report your concern immediately to your Staffing Specifix or safety supervisor.

A. **Identification of Hazards** - Staffing Specifix strives to identify safety or health hazards by inspection of our Client worksites and by reports from our temporary Associates about concerns they have identified in the workplace. Although Staffing Specifix safety coordinators are responsible for conducting site inspections on a periodic basis, we rely on you to report all safety problems and concerns of what you become aware of.

B. **Safety Training and Compliance Programs** - you are encouraged to review Staffing Specifix's injury and illness prevention program (IIPP) and workplace safety program. These contain Staffing Specifix policies with respect to safety. They cover training, communication, Staffing Specifix responsibilities, the Associate's responsibilities, disciplinary procedures, workplace hazard identification and abatement, accident prevention, accident investigation, hazardous material communication, including your right to know and how to deal with potential workplace violence. These programs are available in each branch office. If you have any

questions with respect to safety or Staffing Specifix safety programs, please ask your Staffing Specifix representative. **Remember: safety is everybody's job.**

You are expected to follow the instructions of the branch office safety coordinator. Any Associate who fails to follow such instructions may be subject to disciplinary action, up to and including suspension or termination. Staffing Specifix will maintain on file any and all safety and health reports for at least three years. Associates are entitled to reasonable inspection of those reports.

C. Disaster Safety Plans - In the event of an emergency such as a fire or natural disaster, please follow the Client worksite emergency response and evacuation plan. Always know the location of emergency exits in your workplace. Know where your outside assembly area is located. If an evacuation is called, be sure to leave the building quickly, in a calm and quiet manner. Go directly to your designated meeting area and stay clear of the emergency until you are properly directed to change locations. Despite the existence of fire extinguishers, in the event of a fire call 911 to notify the fire department (when it is safe to do so), no matter how small the fire is. Thereafter, use the nearest appropriate exit. Do not attempt to put out the fire yourself and do not use an elevator in the event of a fire.

Safety & Accident Prevention Guidelines

The following safety rules and procedures are preventive measures to be taken and observed by all personnel. They are designed to reduce the risk of accidents happening in the workplace. These are minimum guidelines for working safely. Your continued awareness and cooperation in the promotion of work safety is a vital part of your job. It is your duty to apply these generally accepted standards of safety control.

Failure on the part of an Associate or colleague to report an injury, hazardous situation, potential hazards, or unsafe work practice will result in disciplinary action being taken that may lead to the termination of employment.

General Safety Guidelines

1. All injuries will be reported promptly, regardless of how slight, to the Associate's supervisor so that arrangements can be made for medical or first aid treatment as necessary. The Supervisor must be notified before any Associate sees a doctor concerning a job related injury except in an extreme emergency.
2. All persons shall follow these safe practice rules, render every possible aid to safe operations, and report all unsafe conditions or practices to the Client Supervisor or Safety Officer immediately.

3. Common sense, health and sanitation rules must be observed for the welfare and consideration of other Associates.
4. Supervisors shall insist and shall take all such action as deemed necessary to ensure that Associates observe and obey every rule, regulation and order which is necessary for a safe work environment.
5. Always keep your work area organized and free of clutter.
6. Know the job and follow instructions. If you do not know the safest way to do the job, ask your Supervisor.
7. Inform your Staffing Specifix representative immediately if you reasonably believe a job to which you have been assigned by the Client is dangerous or unsafe. You should tactfully refuse to perform the work until and if the dangerous situation has been corrected. You may do so without fear of reprimand by Staffing Specifix.
8. When using stairs, use the handrail to give you support and balance. Be particularly careful when wearing shoes with heels. Walk; do not run, in all work areas. Always keep to the right and approach corridor intersections carefully. Open doors slowly using handle or push plate. Do not go into rooms or use stairways that are not properly lighted.
9. Do not place or stack materials or objects that will obstruct the pathway to work areas, aisles or walk ways.
10. Watch for conditions or situations that are likely to cause falls, such as objects on floors or stairways.
11. Wear appropriate shoes (safety shoes are recommended in industrial locations). Never wear open toe or open heel shoes. Always wear shoes with non-slip soles.
12. Appropriate clothing is required for each assignment. Loose or frayed clothing, dangling ties, finger rings, earrings, etc... shall not be worn around moving machinery or other sources of entanglement. Long hair must be tied back and secured when working with machinery.
13. Obey all Client rules, governmental regulations, signs, markings, and instructions.
14. Horseplay, scuffling, fighting, and other behavior which may create an unsafe work place, impair one's observance of safety regulations, or may cause serious injury is prohibited.
15. Refrain from unnecessary talking, shouting, or other loud noises. This may distract other Associates and create a safety hazard to you and others.

16. Running in the building premises of the Client or across parking lot or driveways is not permitted.

17. The use of alcohol and/or drugs at the Client's workplace or on any Staffing Specifix property is strictly prohibited. Any person found to be under the influence of drugs or alcohol will not be permitted on the job and any Associate found using or under the influence of such while on the job will be terminated immediately. Supervisors must be notified of any prescription or over-the-counter medication that may impair the Associate's ability to safely perform his/her duties.

18. No one shall knowingly be permitted or required to work while his/her ability or alertness is so impaired by fatigue, illness or other causes that it might unreasonably expose the Associate or others to injury.

19. Only drivers authorized by Staffing Specifix and the Client and trained in the safe operation of industrial trucks, industrial tow tractors, or forklifts shall be permitted to operate such vehicles.

20. Any Associate who is asked to drive an automobile within the scope of his or her job duties, whether the Associate or the Client owns it, must contact Staffing Specifix for prior authorization.

21. Never clean up sharp objects with your hands; instead use a dustpan or other tools.

22. If you or another worker has an accident, never touch another person's blood or other body fluid. Report the situation to your Client supervisor immediately. Blood borne pathogens and microorganisms live in body fluids and can cause or transfer disease.

23. Ladders are never to be used unless you receive proper authorization by your Staffing Specifix representative and are properly trained by your Client supervisor. Never use a damaged or defective ladder.

24. Do not walk on wet floors.

25. Associates shall not enter confined spaces where gases or insufficient oxygen may be a concern. Associates should have knowledge of all possible exits from any such confined space at all times.

In An Office Environment

1. Do not lean back or stand on chairs.
2. Adjust your chair to the appropriate height for your work area. Keep your back straight in the chair, while retaining the natural curve of your back.
3. Adjust your computer monitor so that it is an arm's length away from your eyes and make sure it is at the proper height.
4. Use a wrist pad when possible and keep your arms parallel to the floor.
5. Make sure you have plenty of leg room, and keep your feet on the floor, not on the chair's legs or wheels.
6. Take periodic eye breaks, by focusing on an object about 20 feet away from where you are sitting.
7. Plan your job duties so that you periodically get up from your desk and move around.
8. Keep your workstation well organized so you have room to complete your work without having to put yourself in an awkward position so you can easily reach often used items such as your telephone or calculator.

Personal Protective Equipment

1. Personal Protective Equipment (PPE) is designed to protect you from hazards in the workplace. PPE includes safety glasses, gloves, belts, ear plugs, hard hats, etc. Remember, PPE must be used correctly to protect you. The Client should provide these items; if not; contact your Staffing Specifix representative.
2. You must wear required PPE at all times.
3. If your PPE is lost or damaged, please tell your Staffing Specifix representative or Client supervisor immediately.
4. We are very serious about using proper PPE. Failure to wear your required PPE can result in your termination.
5. If you are working in a hot or cold area, always make sure you have on proper gloves, jackets and other required safety equipment.

Lifting and Loading

1. If you are required to carry anything, the weight should be limited to 30 lbs. or less.
2. When lifting, bend your knees, grasp the load firmly, and then raise the load keeping your back as straight as possible. Lift gradually by straining the legs.
3. Never lift while the body is twisted.
4. Use your leg muscles and not your back when you lift. Make your legs do the work!
5. Make sure your path is clear before moving an object. Never step on pallets or other unstable areas.
6. When loading trucks, pallets or storage racks use proper body mechanics. When loading a pallet do not reach over the pallet, walk to the other side and load the product if necessary. Never climb on storage racks.
7. Never leave pallet on their side. Lay them flat so they do not fall over.

Machinery and Equipment

1. Always use the right tools and equipment for the job. Use them safely and only when authorized.
2. If you are unsure on how to operate a machine or equipment, stop what you are doing and ask for assistance immediately.
3. Know where all the safety shut-off switches are located.
4. Safety guards must be in place and working correctly at all times.
5. Always make sure the area is clear of other employees before turning on a machine.
6. Machinery shall not be repaired or adjusted while in operation, nor shall oiling of moving parts be attempted, except on the equipment that is designed or fitted with safeguards to protect the person performing the work.
7. If a machine malfunctions, make sure you follow proper procedure to clear the machine. Designated tools must be used to clear machines, such as a push stick or paddle. Never place your hands, fingers or other body parts into moving machinery for any reason. If you need assistance, stop what you are doing and ask your Client Supervisor for help.
8. Worn wiring, overloaded outlets and defective equipment should not be used.

9. Associates shall not handle or tamper with any electrical equipment, machinery, or air or water lines, unless they have received instructions on the safe handling of such equipment.

Handling Chemicals

1. Never handle any chemical until you receive proper authorization from your Staffing Specifix Representative and proper training from your Client Supervisor.
2. Know the location of the Client Material Safety Data Sheets (MSDS). This form will tell you what personal protective equipment is required for each chemical and what to do in the event of an accident.
3. Personal Protective Equipment (PPE) may be required for various chemicals. Before using any chemical, make sure you know what is required, and have the proper PPE. If not, stop what you are doing and contact your Client Supervisor.
4. If a chemical spill occurs, contact your Client Supervisor immediately. Do not handle the chemical.
5. Never use a chemical that is not labeled. Only use chemicals for their proper use. Never mix chemicals for any reason.
6. Always wash your hands after working with chemicals, especially when going to break, lunch, or before you go home for the day.

Willful violation of these or other safety rules will be cause for dismissal.

Non Work Related Activity

Non-work related activities are not covered by workers' compensation. These include voluntary activities such as company picnics, parties, and recreational, social or athletic activity during lunch or break, or before or after regular work hours. Staffing Specifix does not expect, nor in any way require, your participation in any recreational, social or athletic off-duty activities, and your participation in such events is strictly voluntary. Staffing Specifix considers any and all injuries stemming from such activity to be non-work related and therefore not compensable.

Reporting An Injury

If an accident occurs and you are injured while on the job, call your Staffing Specifix or safety coordinator immediately! You are employed by Staffing Specifix and covered by Staffing Specifix's workers compensation insurance. We must be notified immediately so that we can make sure you are given the care and attention you deserve at the proper medical facility with Staffing Specifix's medical provider network. The guidelines for reporting an injury are as follows:

1. Report all injuries immediately, however slight, to the Client's supervisor or Foreman first-then to your Staffing Specifix's office. (Your failure to report an accident to Staffing Specifix could adversely affect your claim.)
2. You may be referred to a doctor or medical facility as needed. Obviously, we rely on you to use your common sense in such a situation. If you are unable to transport yourself, a Staffing Specifix Representative will try to arrange transportation. In an emergency, an ambulance should be called by dialing 9-1-1.
3. Accident reports must be completed within 24 hours to ensure immediate coverage and to ensure benefits will not be delayed or denied. Under normal conditions, the accident report form will be sent to you by the safety coordinator. Under emergency conditions, a Staffing Specifix Representative may deliver these forms directly to you.

Remember: If you are injured on the job, call Staffing Specifix immediately, do not go to the client's medical provider

Modified Duty Program

Staffing Specifix's modified duty program is designed specifically to help injured workers remain productive in the workforce, even after a work injury has occurred. When you have sustained a work injury:

1. Your doctor will return you to regular duties or specify if there are any particular physical work restrictions surrounding your condition.
2. Staffing Specifix will inform your Client supervisor of your limitations and ask if the Client can provide you with work within your doctor's specified restrictions. Staffing Specifix provides a maximum of 30 days of modified duty. Staffing Specifix reserves the right to suspend modified duty at any time.

3. If your Client supervisor cannot place you in a modified position while you recover, or if your assignment was ending, Staffing Specifix may:

A. Create a temporary job in our branch office designed specifically to accommodate your physical work restrictions; or

B. Contact another Client company who can accommodate your specific physical work restrictions.

4. Because our offices are administrative in nature, when placed on modified duty in one of Staffing Specifix's offices, your assignment will be light clerical work.

5. Your modified duty job will be available the same or following work day.

6. We ask that you schedule follow-up Dr. appointments before or after work hours. When this is not possible, Staffing Specifix will accommodate your need for these visits during your modified duty placement in our office.

7. When Staffing Specifix finds another Client who can provide a modified duty job for you, the job will be based solely on your personal work restrictions as prescribed by the doctor.

8. We are dedicated to helping you remain gainfully employed and productive when injured. While working on modified duty through Staffing Specifix, your rate of pay will be the same rate you received on the job prior to your injury.

9. Because Staffing Specifix's modified duty program is so accommodating to our injured workers, refusing to accept a modified duty job or failure to show up may make you ineligible to receive disability payments from the workers compensation insurance carrier and/or your State Employment Department.

10. Once your doctor has released you to regular work, you may be returned to the Client where you were injured if your position is still available and you want to return, or, if that job is no longer available, you may be placed on the Availability List while Staffing Specifix looks for another available assignment for you.

11. We reserve the right to offer or deny modified duty to anyone.

Immediate reporting of all injuries and illnesses is mandatory. We prosecute for workers compensation fraud. Any person who knowingly files or assists in filing a false Workers' Compensation claim is guilty of fraud. A conviction for Workers' Compensation fraud can result in fines and confinement in state prison.