



Employee Handbook

For Hourly Employees

Temporary

Temp-To-Hire

Contract

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WELCOME

Welcome to JobGiraffe, the oldest and largest recruiting and staffing firm specializing in full-time or part-time direct hire placement, with several offices located throughout the Chicago area. This Handbook is designed for our “Hourly” employees who work for our clients in positions on a Temporary (short-term or long-term temporary assignments at client companies), Temp-To-Hire (assignments that start as temporary assignments and become direct hire positions working for our client), or Contract (assignments to special projects at client companies lasting up to 24 months) basis.

This Handbook sets forth helpful information regarding our employment policies. Please review it carefully and let us know if you have any questions about its content. The Handbook is not and should not be interpreted as a contract or agreement between JobGiraffe and any of its employees. JobGiraffe will have the final authority to interpret and enforce the Handbook and other employee policies. Furthermore, all policies, practices, procedures, and benefits described in this Handbook, except for the Employment “At Will” policy, may be changed, modified, or discontinued without prior notice. To the extent that the language in this Handbook conflicts with any federal, state, or local law, the law shall be controlling.

No policy contained in this Handbook will be interpreted or administered to interfere with, limit, or restrain employees in their right to engage in any activity protected under applicable law, including, but not limited to, concerted activity protected under Section 7 of the National Labor Relations Act.

Please let us know if you have any questions, comments, or concerns about any of the policies described in this Handbook or about your employment in general. Welcome to our team!

EMPLOYMENT ORIENTATION

Employment “At Will”

We hope each employee will enjoy a productive and rewarding employment relationship with JobGiraffe. Nonetheless, employment termination can occur at any time with or without reason and employees should understand their employment with JobGiraffe is “at will.” This means that just as an employee is free to resign at any time, for any reason or no reason, with or without prior notice, JobGiraffe reserves the right to discharge an employee at any time, for any reason or no reason, with or without prior notice. “At will” employment also means that JobGiraffe may make decisions regarding terms of employment, including, but not limited to, demotion, promotion, transfer, compensation, benefits, duties, and location of work at any time, for any or no reason, and with or without prior notice.

Only the President of JobGiraffe has the authority to enter into any agreement for employment for a specified duration or to make any agreement for employment other than “at will”. Any such agreement must be explicit, in writing, and must be signed by both the employee and the President of JobGiraffe. Accordingly, information in this Handbook, and anything said or written elsewhere, is not and should not be construed as a contract of any sort, including, but not limited to, a promise of permanent employment, of employment for any particular length of time, of discharge only for reason, of a right to any particular corrective action, benefit, or discharge procedure, or any other term or condition of employment.

Equal Opportunity Employment

JobGiraffe is committed to equal opportunity for all employees and applicants. We administer all personnel actions without regard to age, race, color, religion, creed, national origin, disability, medical condition, protected veteran or military status, sex, marital status, sexual orientation, gender expression, gender identity, genetic information, or any other status protected under local, state, or federal law. This policy applies to all areas of employment, including recruitment, hiring, training, promotion, job referrals, job placement, compensation, benefits, discipline, termination, and all other privileges, terms, and conditions of employment. It is the strict policy of JobGiraffe to recruit, hire, and promote individuals and to refer and place candidates based on merit and qualifications without regard to the protected categories described above.

It is the responsibility of all employees to follow this policy. Any employee who violates JobGiraffe’s commitment to equal employment opportunity will be subject to disciplinary action, up to and including termination of employment. Any employee who believes he or she has been subjected to any form of unlawful discrimination is encouraged and expected to notify any JobGiraffe Temp Manager or the President of JobGiraffe.

EMPLOYMENT ORIENTATION, (cont.)

People with Disabilities

JobGiraffe provides reasonable accommodation(s) to qualified applicants and employees with disabilities unless doing so creates an undue hardship, in accordance with all legal requirements. If an applicant or employee thinks he or she may need reasonable accommodation, the employee should notify a JobGiraffe Temp Manager, in writing if possible, of his or her work limitations and the suggested accommodations he or she needs to perform his or her job. JobGiraffe will work with the affected employee to identify appropriate and reasonable accommodations, if any. A suggested accommodation that imposes an undue hardship upon JobGiraffe is not a reasonable accommodation. Consistent with applicable law, JobGiraffe may request medical opinions to verify the disability, identify potential reasonable accommodations, or determine whether continued work would pose a safety or health risk.

Pre-Assignment Requirements

On occasion, our client may require that a JobGiraffe hourly employee sign a pre-assignment confidentiality compliance agreement, take a pre-assignment drug test, or submit to a pre-assignment criminal, credit, and/or other background check. Should you choose not to comply with our client's requirements, you will then be considered ineligible for any assignment at that client.

EMPLOYMENT POLICIES AND PROCEDURES

The “DOs” and “DON’Ts” of Working for JobGiraffe

DO arrive on time every day.

DO call JobGiraffe **BEFORE YOUR SCHEDULED START TIME** if you are unable to report to your assignment or will arrive late. Failure to do so may result in immediate termination. Leave a complete message, including the reason why you will not be in or will be late, when you expect to return to the assignment, and the number where you can be reached. **JobGiraffe will notify your supervisor at our client.**

DO call JobGiraffe if your job duties change in any way from those described to you by JobGiraffe when you accepted the assignment.

DO comply with all of our client’s policies, procedures, and rules, including dress code. Always conduct yourself in a professional manner. Always be willing and eager to help with other projects.

DO call JobGiraffe if there are any changes in the days and/or hours you are scheduled to work. If our client asks you to work overtime, JobGiraffe must confirm your overtime with our client’s authorized contact. (Refer to Overtime Policy - Page 8)

DO assume all client information you handle is confidential and should not in any way be discussed or shown to anyone other than your supervisor. Comply with all security measures at our client and honor both the written and the spirit of any client confidentiality compliance request, whether expressed to you verbally or in writing.

DO understand our client retains all proprietary rights to patents, copyrights, trade or service marks, and trade secrets you may come into contact with (or design or invent) during your assignment.

DO inform JobGiraffe if you are interested in seeking employment with our client, if you fill out an employment application for our client, or if you have been offered employment by our client.

DO inform JobGiraffe if our client ends or extends your assignment. It is your responsibility at the conclusion of each assignment to contact JobGiraffe and inform JobGiraffe of your availability. Failure to contact JobGiraffe within 24 hours of the conclusion of your assignment will be considered a voluntary quit.

DO call JobGiraffe weekly when you are available for work. If you fail to notify JobGiraffe, we will assume you are not available for reassignment and you are not ready, willing, and/or able to work in accordance with the laws of the Illinois Department of Employment Security.

DO inform JobGiraffe if you have a change of address, home or cell phone number, and/or email address.

DO inform JobGiraffe immediately if you are experiencing any signs of illness or any unexplained feelings that may interfere with your ability to perform your duties.

EMPLOYMENT POLICIES AND PROCEDURES, (cont.)

The “DOs” and “DON’Ts” of Working for JobGiraffe, (cont.)

DO NOT remove anything (i.e. documents, pass keys/cards, files, computers, laptops, data sticks, desk keys, door keys, etc.) from our client’s premises. Permission to do so must be given by our client and verified by JobGiraffe. Any and all client property must be returned promptly at the end of your assignment, including security badges. This protects you as well as our client.

DO NOT falsify, alter, or forge any documents related to our client or JobGiraffe, including time cards.

DO NOT perform any tasks other than the tasks described to you by your JobGiraffe Temp Manager.

DO NOT approach our client regarding a position either with our client, or any affiliated company, before consulting JobGiraffe.

DO NOT use a personal vehicle for client business or use a client-provided vehicle for personal or client business without notifying JobGiraffe immediately. JobGiraffe will require you to present a valid driver’s license, provide valid proof of insurance, and subject yourself, at JobGiraffe’s expense, to a DMV record search.

DO NOT leave any personal items at our client’s office overnight such as sweaters, pictures, food, coffee cups, etc. Remember – assignments can change and/or end without notice. Any personal items left behind will be available for pick-up at your JobGiraffe office for no longer than five business days.

DO NOT use our **client’s phone** to make or receive personal calls **of any type**. Personal calls should be made during your breaks or lunch from a public phone or from your cell phone once you are outside of the work area/facility. Cell phones and any other personal electronic devices must be off except for lunches or breaks outside the work area/facility. If necessary, give our JobGiraffe office number for emergency incoming calls; we will get the message to you at your assignment immediately.

DO NOT use our **client’s e-mail system** and/or **Internet** for any personal business such as checking personal email, searching, viewing or downloading information, files, or images of any type. You are expected at all times to follow our client’s policy with regard to personal use of technology resources. Even if our client does allow brief, intermittent use of its technology for personal reasons, such personal use must be kept to a minimum and must not interfere with the performance of your work duties for our client. (Refer to Social Media Policy - Page 11)

PAYROLL POLICIES AND PROCEDURES

Pay Period / Job Number / Employee ID Number

You will typically be paid weekly and payroll checks will be mailed to the address provided on your tax forms. Our work week begins on Monday and ends on the **Sunday after you have worked**. JobGiraffe will make certain deductions from every employee's compensation as required by law. These include applicable federal, state, and local taxes, as well as Social Security and Medicare taxes on each employee's earnings. In addition, JobGiraffe must comply with any court, IRS, or administrative orders to withhold wages.

Each new assignment you accept will be given a **Job Number**. Be sure to enter it when filling out your time card.

You will receive an **Employee ID Number** – this is not your social security number – it is your employee number assigned by JobGiraffe. It will be located in the upper left corner of your first paycheck and will be on each paycheck thereafter. Unlike the Job Number, your Employee ID Number will remain the same during your employment with JobGiraffe. Please note: You will not have an Employee ID Number until you receive your first paycheck; therefore, you will not have an Employee ID Number to fill in on your first time card, but please include it on subsequent time cards.

JobGiraffe works hard to ensure that all employees are paid correctly and in accordance with the law, but mistakes can happen. Employees should review each paycheck and pay stub in a timely manner to make sure all pay and deductions are correct. Employees must report errors immediately, and JobGiraffe will make every effort to ensure employees receive the pay to which they are entitled.

Timekeeping Procedure

Please record all the time you have worked at our client, including start times, end times, and meal breaks, accurately (Refer Time Card Procedure – Page 7). It is the policy of JobGiraffe to comply fully with the Fair Labor Standards Act and any related state laws regarding meal and rest breaks. If you have any questions about meal or rest breaks or about recording your time, please contact your JobGiraffe Temp Manager for assistance.

PAYROLL POLICIES AND PROCEDURES, (cont.)

Time Card Procedure:

Print your legal name as it appears on your tax forms.

Print your Employee ID Number.

Print our client's name, street address, and city.

Record Sunday's date in the "week ending box".

Record the time you start work and end work each day.

Always round to the nearest quarter hour.

If an employee arrives or leaves between:

:00 to :07 minutes after the hour, calculate from the top of the hour

:08 to :22 minutes after the hour, calculate from quarter after the hour

:23 to :37 minutes after the hour, calculate from the half hour

:38 to :52 minutes after the hour, calculate from three quarters past the hour

:53 to :60 minutes after the hour, calculate from the top of the next hour

Here are some examples:

Employee arrives at 7:37 a.m. Employee's start time is 7:30. Employee arrives at 7:53 a.m. Employee's start time is 8:00. Employee arrives at 8:07 a.m. Employee's start time is 8:00. Employee arrives at 8:08 a.m. Employee's start time is 8:15.

Enter the total time you took for lunch each day. Calculate and record your total time worked each day. Add and record your total hours for the week in the boxes marked "straight time" and "overtime". (Refer to Overtime Policy - Page 8)

Have your time card signed by an authorized client supervisor on the last day of each workweek OR on the last day of your assignment.

Once your time card is signed, immediately fax/scan/email a copy to your JobGiraffe office, leave a copy with your supervisor, and keep a copy for your records.

Please contact your JobGiraffe Temp Manager if you experience any payroll problems.

PAYROLL POLICIES AND PROCEDURES, (cont.)

Overtime Policy

Time worked over **40 hours** in a single week is considered overtime in accordance with applicable law. All overtime must be approved by JobGiraffe AND confirmed with an authorized contact at our client BEFORE it is taken. Record the total amount of overtime hours in the space on your time card marked “overtime” and record such time regardless of whether it was authorized. Employees of JobGiraffe may not work “off the clock.” If you are directed to do so, please contact your JobGiraffe Temp Manager immediately.

Only non-exempt employees (both regular and non-exempt and salaried non-exempt) are eligible for overtime pay. Non-exempt employees will be compensated for all overtime hours in accordance with all applicable legal requirements.

All non-exempt employees will be paid one and one-half (1.5) times their regular rate of pay for any hours worked in excess of 40 in a work week and in accordance with applicable local, state, and federal wage and hour laws. Only non-exempt employees (both regular and non-exempt and salaried non-exempt) are eligible for overtime pay. Non-exempt employees will be compensated for all overtime hours in accordance with all applicable legal requirements.

Any paid time off (i.e. holiday hours) do not count as hours worked in calculating overtime. Please contact your JobGiraffe Temp Manager with questions about overtime rules.

BENEFITS

Holiday Pay

All hourly employees are eligible for holiday pay after completing 480 hours of service; however, you must be in attendance both on the day before and on the first scheduled day after the holiday to receive holiday pay. Employees who meet the eligibility requirements may receive holiday pay equivalent to the hours worked in a regularly scheduled day, up to a maximum of eight (8) hours, at their current rate of pay.

JobGiraffe recognizes the following six major holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day and New Year’s Day.

Bonuses

Employees who work at least 1040 hours in a calendar year and demonstrate reliability, safety, dependability, and excellence during this period may be eligible for a discretionary bonus of a discretionary amount determined by JobGiraffe. This discretionary bonus is designed to retain and reward our talented, safe, and dedicated employees.

WORKPLACE POLICIES

Safety and Health Policy

JobGiraffe is dedicated to providing a safe workplace for all employees; therefore, we expect employees to conduct themselves in a safe manner, to exercise caution in all work activities, and to comply with all applicable safety and health regulations and standards.

Employees should immediately report any unsafe conditions to their JobGiraffe Temp Manager for appropriate action. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their JobGiraffe Temp Manager. Such reports are necessary to comply with laws and to initiate insurance and workers' compensation benefits procedures.

Workplace Violence

JobGiraffe is committed to ensuring the physical safety of our employees, our clients and their employees, independent contractors, or others in the workplace, such as consultants, contractors, vendors, and customers at any location, including, but not limited to, client locations and/or workplaces. To assist in that effort, employees are prohibited from, as well as required to report, any of the following events to your JobGiraffe Temp Manager:

- Threats against JobGiraffe property, the property of our client companies, employees or customers, including, but not limited to, any verbal or physical threats or intimidating behaviors that occur on JobGiraffe property or the property of our client companies
- Assault or battery of an employee or customer, including, but not limited to, any physical harm or threats of physical harm that occur to anyone while on JobGiraffe property or the property of our client companies
- Violation of local security procedures that apply to the site where you work
- Infractions of safety rules
- Vandalism, theft, or misuse of JobGiraffe property, the property of our client companies, or another employee's property
- Unauthorized attempts to gain access to the property or information of JobGiraffe or our client companies
- The presence of guns, knives or other weapons, unapproved dangerous chemicals, explosives, or prohibited substances on the premises, parking lots, and property of JobGiraffe or any of JobGiraffe's client companies, unless otherwise allowed by law

WORKPLACE POLICIES, (cont.)

Drug-Free Workplace

JobGiraffe is committed to maintaining a drug-free workplace. Illegal drug use and alcohol misuse by employees subject JobGiraffe to unacceptable risks of workplace accidents or other failures that would undermine JobGiraffe's ability to operate safely and efficiently. Further, illegal drug use and alcohol misuse are inconsistent with the high standards of professionalism and performance that JobGiraffe expects of all of its employees. Illegal drugs are controlled substances that are not being used or possessed under the supervision of a doctor or other licensed health care professional. JobGiraffe strictly prohibits:

- The use, sale, possession, distribution, dispensation, manufacture, or transfer of illegal drugs or alcohol on JobGiraffe property or our client work sites
- The use, sale, possession, distribution, dispensation, manufacture, or transfer of other controlled substances on non-working time to the extent that such use impairs an employee's ability to perform his or her job safely
- Any agent, employee, or contractor from reporting to work while under the influence of illegal drugs or alcohol

Persons violating this policy will be subject to disciplinary action, including termination for a first offense. This policy does not prohibit employees from the lawful possession and use of prescribed medications. Employees have the responsibility to consult with their doctors or other licensed health care professionals about the effect of prescribed medications on their ability to perform their specific job duties in a safe manner and to promptly disclose any work restrictions to their JobGiraffe Temp Manager. Employees should not, however, disclose underlying medical conditions, impairments, or disabilities unless specifically directed to do so by their doctors or other licensed health care professionals.

Smoke-Free Workplace

JobGiraffe intends to comply with all applicable federal, state, and local regulations regarding smoking in the workplace, including the Smoke Free Illinois Act, and to provide a work environment that promotes productivity and the well-being of its employees. Accordingly, smoking is prohibited in the workplace and within 15 feet of any entrance, exit, windows, or ventilation intake.

Employees who choose to smoke outside and away from their worksite are expected to exercise common courtesy and to respect the needs and sensitivities of co-workers and clients who may be nearby. Smokers must keep work premises litter-free and must not abuse break and work rules.

JobGiraffe does not discriminate against individuals on the basis of their use of legal products, such as tobacco, if the use occurs during non-working time and off work premises.

WORKPLACE POLICIES, (cont.)

Social Media Policy

Social media has increasingly become an important part of the day-to-day lives of our employees at work and at home. If you have participated in social networks (including, but not limited to, Facebook, LinkedIn, Twitter, or Instagram), blogs, micro-blogs, forums, wikis, video and phone sharing sites, then you have used social media.

JobGiraffe and our clients have been and will continue to be part of the online conversation. While all of these conversations are ultimately a reflection on JobGiraffe, social media can magnify their impact. Accordingly, JobGiraffe has created this Social Media Policy to explain JobGiraffe's expectations with regard to its employees' use of social media.

This policy is designed to define the appropriate use, access, and participation in electronic social media, whether using personal technology to access social media or using JobGiraffe's or our client's technology resources.

As an initial matter, employees must follow all JobGiraffe and client policies regarding appropriate personal use of technology resources during working time when using JobGiraffe or client technology resources to conduct any electronic social media activity.

Employees should have no expectation of privacy. All use of JobGiraffe or client technology resources is subject to monitoring with or without notice.

In addition, many social networking activities are uniquely public and may be accessible by anyone, even if they are conducted using personal technology resources not owned or provided by JobGiraffe or our client. Because of the high likelihood that electronic social media activity will be viewed by co-workers or JobGiraffe's clients (who may, for example, join a user's social network or visit a user's blog), all JobGiraffe employees must act responsibly and exercise care to ensure that their activities are consistent with JobGiraffe's policies.

Employees of JobGiraffe must take care to observe all applicable local, state, federal, and international civil and criminal law and may not use JobGiraffe or client technology resources to violate any law or regulation. This includes the following guidelines:

Intellectual Property - Employees should observe all laws protecting intellectual property and copyright and should not upload, download, copy, or otherwise distribute any content belonging to others unless their activity meets the legal definition of "fair use." Employees must not use trademarks, logos, or graphics belonging to others in their social media activity unless they have prior permission to do so from the owners of those materials.

WORKPLACE POLICIES, (cont.)

Social Media Policy, (cont.)

Securities Regulations - Employees must not engage in social media activity that would violate any applicable securities trading or financial disclosure regulations.

“Pre-texting” - Employees may not use a false identity or the personal identification information of others to obtain information or otherwise engage in social media activity.

Terms of Use - Employees participating in a social network for any reason are responsible for reading, understanding, and complying with the site’s terms of use.

The following types of conduct by JobGiraffe employees are specifically prohibited and constitute a violation of this policy regardless of the technology source (whether JobGiraffe or client technology or personal technology) or timing of the activity (whether work or personal time):

- Conduct that is illegal
- Conduct that reveals confidential JobGiraffe or client information. Confidential information or JobGiraffe trade secrets may include information regarding the development of systems, processes, products, know-how and technologies, and other forms of intellectual property
- Conduct that falsely claims to be from or on behalf of JobGiraffe or that fails to adequately disclaim JobGiraffe involvement. Unless specifically authorized to speak on behalf of JobGiraffe in certain public forums (i.e. chat rooms, message boards, etc.), when using social media, a person who identifies himself or herself as a JobGiraffe employee must include a disclaimer stating that the employee is not representing or speaking on behalf of, or at the request, of JobGiraffe
- Conduct that violates JobGiraffe’s policies designed to promote a safe and professional working environment free of threats of violence, malicious acts, or intimidation, as well as acts of harassment, retaliation, or discrimination based on race, gender, or any other status protected by JobGiraffe’s policies, including the Anti-Discrimination / Anti- Harassment and Anti-Sexual Harassment policies or applicable law
- Conduct that would otherwise violate other existing JobGiraffe policies. If activity on social media would violate any JobGiraffe policies in another forum, it may also violate those policies in an online forum
- Conduct that denigrates JobGiraffe’s clients or their products or services or creates a business or legal conflict-of-interest as perceived by our client

WORKPLACE POLICIES, (cont.)

Social Media Policy, (cont.)

Access to and use of JobGiraffe's and clients' technology resources is a privilege, not a right. Employees who do not comply with this policy are subject to disciplinary action up to and including termination of employment and may be subject to financial penalties or other pecuniary ramifications. Because technology is constantly changing and evolving, all employees are expected to periodically review and familiarize themselves with this policy and with any subsequent updates to this policy. **This policy should not be construed to interfere with any rights protected under federal, state, or local law, including employees' rights to discuss or engage in social media activities relating to their terms and conditions of employment, or other such rights protected by the National Labor Relations Act.** Any ambiguity found in this policy shall be construed in favor of a lawful meaning.

Solicitation and Distribution Policy

JobGiraffe recognizes that employees have interests in events and organizations outside the workplace; however, solicitation of any kind is prohibited during working time. Distribution of printed material, literature, or products of any kind by employees during working time or during non-working time, but in work areas, is prohibited. Employees must not solicit co-workers or clients, or distribute literature for any purpose during working time. Employees must also comply with the related policies for our client. Working time includes the working time of the person doing the soliciting or distributing and the person to whom the soliciting and distributing is being directed, but does not include meal periods, breaks, time before or after work, or other times when employees are not properly performing their job duties. Work areas do not include break or lunch rooms.

ANTI-DISCRIMINATION / ANTI-HARASSMENT and ANTI-SEXUAL HARASSMENT POLICIES and COMPLAINT PROCEDURE

Overview

JobGiraffe expects all employees to accomplish work in a professional, businesslike manner and to show respect for all within the workplace at all times. Respectful, professional conduct furthers the JobGiraffe mission, promotes productivity, minimizes disputes, and enhances both your and our reputation.

Accordingly, discriminatory or unwelcome conduct that is based on an individual's age, race, color, religion, creed, national origin, disability, medical condition, protected veteran or military status, sex, marital status, sexual orientation, gender expression, gender identity, genetic information, or any other status of an individual or that individual's associates or relatives protected under local, state, or federal law. Any employee, manager, supervisor, officer, director, vendor, customer, client, or agent of JobGiraffe is forbidden from harassing or discriminating against any JobGiraffe employee, applicant, or contractor.

Anti-Discrimination / Anti-Harassment Policy

The conduct prohibited, whether verbal, physical, or visual, including any discriminatory employment action and any unwelcome conduct that is inflicted on someone because of that individual's protected status. JobGiraffe prohibits the following types of behavior, although it is not limited to these examples:

- Jokes, comments, innuendos, or other remarks that are "off color" or derogatory to a person based on their status in a protected category as described above
- Epithets, slurs, negative stereotyping, or intimidating acts that show hostility toward individuals because of their protected status
- Pictures, cartoons, or articles that are sexist or derogatory as listed above
- Unwanted, inappropriate, or offensive looks, touches, gestures, or other physical conduct
- Explicit or implicit pressure for a sexual or romantic relationship as a condition of employment or as a condition for any employment decision or benefit

Harassment based on any protected characteristic, regardless of whether it rises to the level of a legal violation, is forbidden.

ANTI-DISCRIMINATION / ANTI-HARASSMENT and ANTI-SEXUAL HARASSMENT POLICIES and COMPLAINT PROCEDURE, (cont.)

Anti-Sexual Harassment Policy

Harassing conduct based on gender is often sexual in nature but sometimes is not. Harassment based on gender regardless of whether the offensive conduct is sexual in nature is forbidden. Any unwelcome conduct based on gender is also forbidden regardless of whether the individual engaged in the harassment and the individual being harassed are of the same or are of different genders.

According to the U.S. Equal Employment Opportunity Commission (“EEOC”), unwelcome sexual advances, requests for sexual favors, and other verbal, physical, or visual conduct based on sex constitute unlawful sexual harassment when:

- Submission to such conduct is made, either explicitly or implicitly, a term or condition of employment
- Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such an individual
- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment

Gender-based harassment is forbidden, regardless of whether it rises to the level of a legal violation. Examples of forbidden gender-based harassment include (1) offensive sex-oriented verbal kidding, teasing, or jokes; (2) repeated unwanted sexual flirtations, advances, or propositions; (3) verbal abuse of a sexual nature; (4) graphic or degrading comments about an individual’s appearance or sexual activity; (5) offensive visual conduct, including leering, making sexual gestures, the display of offensive sexually suggestive objects or pictures, cartoons, or posters; (6) unwelcome pressure for sexual activity; (7) offensively suggestive or obscene letters, notes, or invitations; (8) offensive physical contact such as patting, pinching, grabbing, or brushing against another’s body; (9) or sexual favoritism.

JobGiraffe requires all of its employees to comply with its Anti-Discrimination / Anti-Harassment and Anti-Sexual Harassment policies and to act responsibly to establish and maintain a pleasant work environment, free from discrimination and harassment.

ANTI-DISCRIMINATION / ANTI-HARASSMENT and ANTI-SEXUAL HARASSMENT POLICIES and COMPLAINT PROCEDURE, (cont.)

Complaint Procedure

If an employee believes that there has been a violation of these policies, has observed, or believes he or she has experienced harassment, discrimination, or retaliation by a JobGiraffe officer, manager, supervisor, employee OR a client officer, manager, supervisor, employee, independent contractor OR others in the workplace (such as consultants, contractors, vendors, and customers) at any location, including, but not limited to, client locations and/or workplaces, the employee must promptly notify any JobGiraffe Temp Manager or the President of JobGiraffe, and must also notify Human Resources. Every effort will be made to maintain confidentiality to the extent practicable and consistent with effective investigation and resolution of the complaint. If an investigation reveals that a violation of this policy or other inappropriate conduct has occurred, then JobGiraffe will take corrective action, including discipline up to termination of employment. If the person who engaged in harassment is not employed by JobGiraffe, then JobGiraffe will take whatever corrective action is reasonable and appropriate under the circumstances.

JobGiraffe expressly prohibits any form of retaliatory action toward an individual for reporting or opposing behavior he or she believes in good faith violates JobGiraffe's Equal Employment Opportunity and/or Anti-Discrimination / Anti-Harassment policies. Concerns regarding retaliation must be promptly reported to any JobGiraffe Temp Manager or the President of JobGiraffe and Human Resources. JobGiraffe will investigate and take appropriate preventative and corrective actions, including discipline of an offending employee up to and including termination.

You may also contact the following state agencies to obtain information regarding unlawful discrimination and/or harassment or to file a charge/complaint:

Illinois Department of Human Rights

James R. Thompson Center
100 West Randolph Street, Suite 10-100
Chicago, Illinois 60601
312-814-6200 TEL.
312-263-1597 TDD.

Illinois Human Rights Commission

James R. Thompson Center
100 West Randolph Street, Suite 5-100
Chicago, Illinois 60601
312-814-6269 TEL.
312-814-4760 TDD.

OTHER TIME OFF

Family Medical Leave Act (“FMLA”)

FMLA is unpaid, job protected leave. Eligible employees may take up to 12 weeks unpaid leave for covered family and/or medical reasons in a 12-month period. The 12-month period is measured backward from the date an employee first takes any leave under this policy. Additionally, eligible employees may take up to 26 weeks of leave under the FMLA in a single 12-month period to care for an injured service member, as described below.

Eligibility:

Employees are eligible for FMLA leave if they (1) have been employed for at least one year; (2) have worked at least 1,250 hours over the previous 12 months; and (3) work at a location with at least 50 employees within 75 miles of the employee’s worksite. “Hours worked” means actual hours worked and generally does not include paid or unpaid time off.

Covered Reasons for Leave:

- 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
- For a serious health condition that makes the employee unable to perform the employee’s job
- To manage a qualifying exigency arising out of the covered deployment on active duty or call to active duty in the Armed Forces of spouse, child, or parent of an employee
- To care for a covered service member or covered veteran with a serious illness or injury (incurred or aggravated in the line of active duty in the Armed Forces) and who is your parent, child, spouse, or for whom you are next of kin

Note: An eligible employee who takes Injured Service Member Leave may not take more than a combined total of 26 weeks of FMLA leave in a single 12-month period, including any leave taken for other FMLA-covered reasons. Under such circumstances, only a total of 12 weeks of FMLA leave in a 12-month period may be taken for reasons other than to care for an injured service member.

OTHER TIME OFF, (cont.)

Family Medical Leave Act (“FMLA”), (cont.)

Use and Scheduling of FMLA:

FMLA leave can be taken in a block, intermittently, or on a reduced leave schedule when medically necessary. Employees are required to make a reasonable effort to schedule medical treatment so as not to unduly disrupt JobGiraffe’s or our client’s operations, subject to the approval of their health care provider, or the health care provider of their family member as appropriate. In addition, if an employee is on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatment, JobGiraffe may temporarily transfer the employee to an available alternative position with equivalent pay and benefits, which better accommodates the recurring leave. Whenever possible, employees are expected to provide 30 days’ notice for foreseeable FMLA leave. Employees must provide sufficient information for JobGiraffe to determine if the leave qualifies for FMLA, anticipated timing of the leave, and duration of the leave.

Employees may be required to provide certification and periodic recertification supporting the need for leave. At the end of the leave, employees may be required to present medical certification of fitness for duty before returning to work.

If you are requesting Family Medical or Employee Medical Leave, you must provide a medical certification from a health care provider. You may request the appropriate certification forms from your JobGiraffe Temp Manager. Certifications must be provided within 15 calendar days after you are requested to provide such certification. Failure to provide requested certification in a timely manner may result in delay or denial of leave or other adverse consequences.

For Family Medical and Employee Medical leaves, in its discretion and at its own expense, JobGiraffe may require a second medical opinion, and if the first and second opinions differ, may request a third medical opinion. If a third opinion is requested, it will be provided by a health care provider approved jointly by the employee and JobGiraffe and will be binding. JobGiraffe may also require recertification periodically during a leave. JobGiraffe may also ask for authentication and/or clarification of any medical certification submitted. All forms must be filled out completely and legibly. If you are requesting leave for a qualifying exigency or to care for an injured service member, certification forms are also required. These certification forms must be provided to your JobGiraffe Temp Manager or Human Resources within 15 calendar days after they are requested.

OTHER TIME OFF, (cont.)

Family Medical Leave Act (“FMLA”), (cont.)

Employee Medical, Family Medical and Injured Service Member Leave may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced work schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. Qualifying Exigency Leave may also be taken intermittently or on a reduced work schedule basis. While you are on an intermittent or reduced schedule leave for planned medical treatment, JobGiraffe may temporarily transfer you to an available alternative position that better accommodates your recurring leave and which has equivalent pay and benefits. **If you are certified to take FMLA leave on an intermittent or reduced leave schedule basis, you must advise your JobGiraffe Temp Manager at the time of your absence from work if the absence is for your certified FMLA reason.**

To sign up for FMLA leave, the employees are asked to contact their JobGiraffe Temp Manager to inform us of a need for FMLA leave.

Leave is Unpaid:

As noted above, leave under this policy is unpaid. Any employee taking leave for his or her own serious health condition may be eligible for workers’ compensation benefits during the leave period, which will also be run concurrent with FMLA and substitute for any unpaid leave to the extent allowed by applicable law.

Protections:

Upon return from FMLA leave, employees will normally be returned to the same or equivalent position with equivalent pay benefits and other employment terms.

See Appendix A, HR, or <http://www.dol.gov/whd/fmla/> for additional information regarding FMLA.

Military Leave

Employees who serve in the federal or state military reserve, or any other armed services or public safety groups covered by applicable federal or state law, may take military leave without pay and will be provided reemployment and continuation of benefits in accordance with applicable laws.

In the event of war, civil unrest, natural disaster, or national/local emergency, employees who receive orders to report for active duty will be placed on military leave status until they are able to return, in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). The law allows five years as the length of time that an employee may be absent for active military duty and retain re-employment rights. USERRA also prohibits discrimination against employees based on their military service.

OTHER TIME OFF, (cont.)

Military Leave, (cont.)

To apply for a military leave of absence, employees are required to provide written notice to their JobGiraffe Temp Manager for all military duty or training, along with a copy of the military orders, giving as much notice as possible in advance of the commencement of the leave. Upon release from Military Service, employees must contact a JobGiraffe Temp Manager to be reinstated.

Where applicable, JobGiraffe will also comply with the Illinois Family Military Leave Act, which provides unpaid leave for certain family members of military personnel who are or will be deployed to active duty, or who have been injured or killed while on active duty, to the extent required by law.

See http://www.dol.gov/vets/programs/userra/userra_fs.htm for further details.

Other Leaves

In addition to the leaves described herein, some employees may be entitled to additional time off from work under applicable laws. For example, some laws provide eligible employees with unpaid leave for school activities, blood donations, and other needs. Additionally, some employees who are not eligible for FMLA may be entitled to leave under the ADA or state law. It is the policy of JobGiraffe to comply with any federal, state, or local laws providing eligible employees with protected time away from work. Please note that, in most cases, leaves for these purposes will be unpaid. If you have any questions about leaves that may be available to you, please contact your JobGiraffe Temp Manager.

Jury Duty

Jury duty is an important civic duty supported by JobGiraffe. It is also a legal obligation that may require special time-off consideration.

JobGiraffe, as part of its civic responsibility, provides time off without pay for employees called to jury duty. Upon the employee's return, the employee must submit from the court a signed Certificate of Jury Service indicating the number of days served.

Voting

JobGiraffe abides by state and local regulations mandating that employers provide employees time off to vote during federal and state elections. Accordingly, JobGiraffe will work with employees to ensure their schedules allow them time to vote before or after work. If such time is not available to the employee, he or she will be afforded time to vote during working hours in accordance with applicable law.

DISCIPLINE POLICY

Failure to comply with the policies and procedures outlined in this Handbook, or any other JobGiraffe policy or procedure may result in a verbal warning, written warning, suspension, and/or immediate termination. While JobGiraffe may elect to take disciplinary action in a progressive manner, it reserves the right, in its sole discretion, to decide whether and what disciplinary action will be taken in a given situation, including whether immediate termination is appropriate. As stated previously, employment at JobGiraffe is “at will” and JobGiraffe may terminate employment at any time, for any reason or no reason, with or without prior notice.

OPEN DOOR POLICY

JobGiraffe is constantly striving to improve its services and products that it provides to our clients and its relations with employees. You are encouraged to bring suggestions for improvements in any of these areas to a JobGiraffe Temp Manager.



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