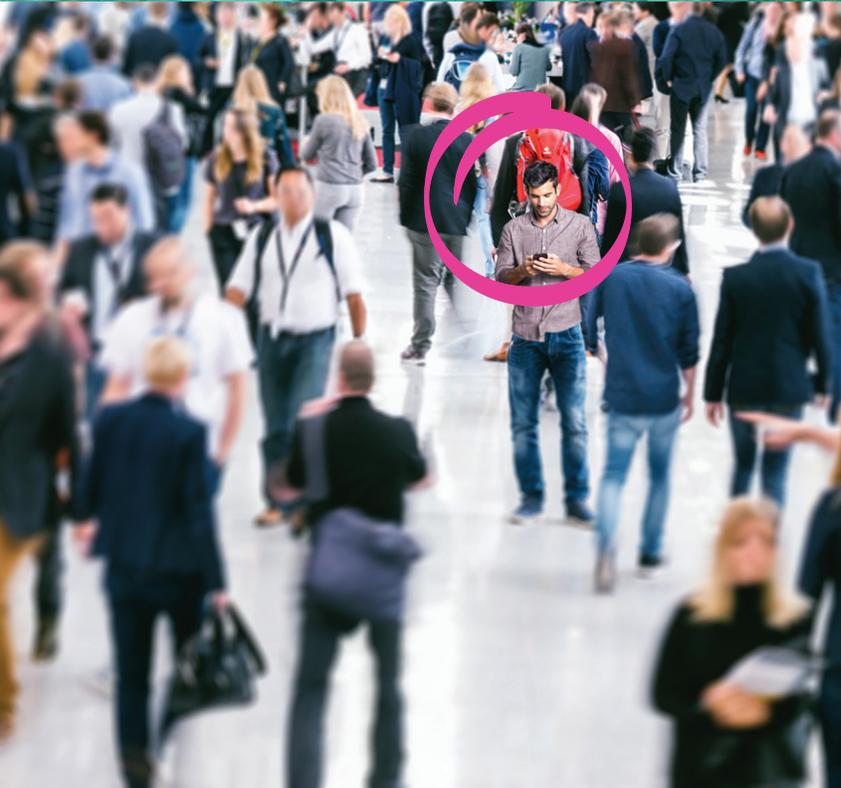




# Employee Handbook

Effective 10/2018



[oasisstaffing.com](http://oasisstaffing.com)

*We're on it.*



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# Welcome

Whether you have just joined our company or have been at Oasis Staffing for a while, we are confident that you will find our company a dynamic and rewarding place in which to work. We look forward to a productive and successful association. We consider the employees of Oasis Staffing to be one of its most valuable resources. This handbook serves as the guide for the employer/employee relationship.

There are several things to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions please direct them to your local branch office. Neither this handbook nor any other company document confers any contractual right, either expressed or implied, to remain in the company's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will with or without cause and without prior notice by the company, or you may resign for any reason at any time.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur.

Again, we appreciate that you have selected Oasis Staffing to provide for your employment needs. The mission of Oasis Staffing is to be respected as the leading provider of flexible staffing and human resource solutions that contribute to the success of our customers. Your success is important to our overall mission. We are pleased to have this opportunity to work with you.

## **CORE VALUES**

- **Demonstrating respect for our employees**
- **Maintaining absolute integrity in the conduct of our business**
- **Fostering an environment of continuous improvement**
- **Providing our stakeholders a fair return on their investment**
- **Investing in our communities to improve the overall quality of life**
- **Embracing the advantages of diversity**

Oasis Staffing has offices throughout the United States to serve you. Please contact us for a complete listing of our locations or visit us at [www.oasisstaffing.com](http://www.oasisstaffing.com).

## **IMPORTANT OASIS PHONE NUMBERS:**

Branch or Location: (     )                      --  
OASIS Corporate Workers' Compensation: 866-757-7475 (RISK)  
OASIS Corporate Payroll: 866-668-1079  
OASIS Corporate Human Resources: 888-627-4735

**ALWAYS CONTACT THE LOCAL BRANCH OFFICE FIRST ON ALL EMPLOYMENT RELATED ISSUES**

## Equal Employment Opportunity Statement

Oasis Staffing is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, civil union status, pregnancy, veteran status, sexual orientation, genetic information, arrest record or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

The company will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. Employees who need assistance to perform their job duties because of a physical or mental condition should let their branch location know.

Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, separation, pay, fringe benefits, job training, classification, referral and other aspects of employment. GINA limits employer acquisition of genetic information and requires employers to treat genetic information as confidential. Genetic information includes information about genetic tests of applicants, employees or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees or their family members.

Oasis will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the company's operations. Employees who wish to request such an accommodation should speak to the Human Resources department.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the local Oasis Staffing branch staff. The company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including separation. All employees must cooperate with all investigations.

## Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA)

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that, when needed, provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of Oasis Staffing to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the

Equal Employment Opportunity Commission (EEOC). Furthermore, it is our company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

The company will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job, unless doing so causes a direct threat to these individuals or others in the workplace, and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to Oasis Staffing. Contact your local Oasis Staffing branch office with any questions or requests for accommodation. Employees are expected to cooperate with Oasis Staffing and engage in an interactive process to determine what reasonable accommodations might be available.

## New Employee Onboarding

All newly hired Oasis Staffing employees are required to complete a New Employee Onboarding process (NEO). This process includes:

- Welcome and Introduction from an Oasis Staffing Representative
- Watching a 22 minute New Hire Orientation video that covers the basic expectations and requirements for a newly hired employee
- Watching a 20 minute General Safety Orientation Video
- Complete NEO Documents such as Form I-9, W4, Insurance enrollment form, etc.
- Pre-Assignment documents and customer required processes if applicable
- Questions and Answers

If you did not complete all of the steps above, contact your staffing representative immediately.

## E-Verify

E-Verify is an Internet-based system that compares information from your Form I-9, Employment Eligibility Verification, to Department of Homeland Security (DHS), Social Security Administration (SSA), and Department of State (DOS) records to confirm that you are authorized to work in the United States. All newly hired employees are subject to a completion of an E-Verify Case. The E-Verify process is completed during the New Employee Onboarding process.

## Immigration Law Compliance

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

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

Oasis Staffing participates in the E-Verify Program. Oasis Staffing will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS) with information

from each new employee's Form I-9 to confirm work authorization. **IMPORTANT:** If the Government cannot confirm that you are authorized to work, this employer is required to provide you with written instructions and an opportunity to contact DHS and/or the SSA before taking adverse action against you, including terminating your employment. Employers may not use E-Verify to prescreen job applicants and may not limit or influence the choice of documents presented for use on the Form I-9. In order to determine whether Form I-9 documentation is valid, this employer uses E-Verify's photo matching tool to match the photograph appearing on some permanent resident and employment authorization cards with the official U.S. Citizenship and Immigration Services' (USCIS) photograph. If you believe that your employer has violated its responsibilities under this program or has discriminated against you during the verification process based upon your national origin or citizenship status, please call the Office of Special Counsel at 800-255-7688, 800-237-2515 (TDD) or at [www.justice.gov/crt/osc](http://www.justice.gov/crt/osc)

## Background and Reference Checks

Background screens are not a condition of general employment with Oasis Staffing. However, specific background checks/screens may be required as a condition of job assignment at our customer's work site to ensure that the employee meets the customer's own hiring requirements.

If information obtained in a background check would lead Oasis Staffing to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy. Background checks may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment. Additional checks such as a driving record or credit report may be made on applicants for a particular job assignment. Some assignments may require the verification of employment with previous employers as provided from their application and/or resume provided. See Addendum "A" Fair Credit Reporting Act.

**Criminal Convictions - Self-Reporting Requirements.** Associates must notify Oasis Staffing as soon as possible but no later than the person's next working day when they have been convicted of any crime or have been/are being investigated by any governmental agency for any act or offense.

## Acceptance of Job Assignments

Oasis Staffing will provide each newly assigned employee an Oasis Assignment Notice upon acceptance of the assignment offer. By accepting a job assignment, you are agreeing to all terms and conditions of said assignment, including the following:

- Understanding that all job assignments are considered "temporary"
- Start date and first day reporting instructions of assignment
- Work schedule and hours including overtime
- Use of required Personal Protective Equipment (PPE) and dress code for the assignment
- Understanding all stated work duties including physical requirements
- Not operate vehicles or equipment unless previously communicated by an Oasis Staffing representative and notify Oasis Staffing immediately if such an incident occurs
- Comply with absence reporting procedure — All absences are to be reported to both Oasis Staffing and the assigned customer supervisor prior to shift start
- Comply with injury and accident reporting procedure — All incidents of injuries must be reported to both Oasis Staffing and the assigned customer supervisor immediately

- Report workplace harassment and related incidents immediately to Oasis Staffing
- Contact Oasis Staffing within 24 hours when assignment ends
- Provide 24-hour advance notice to quit or terminate assignment and/or employment
- The return of Oasis and customer-issued property

## Attendance and Punctuality

### **Absence Reporting:**

When reporting an absence from work, notify our office by phone no later than one hour before your assigned starting time. You must also notify the client (work location) immediately after notifying Oasis Staffing. There are no valid excuses for not contacting both Oasis Staffing and the client. Not reporting to work and not calling to report the absence is a no call/no show and is a serious matter. A no call/no show to an assignment may result in loss of assignment and/or termination of employment with no additional disciplinary steps. A no call/no show lasting three days will be considered job abandonment and may be deemed an employee's voluntary resignation of employment and will affect your eligibility to work for Oasis Staffing in the future.

All forms of future time off must be scheduled with your local branch Staffing Service Coordinator and Client Supervisor in advance. Use of the Time-off Request form is required when requesting scheduled time off. Sick leave may be used in the case of emergency or sudden illness without prior scheduling. Patterns of absenteeism or tardiness may result in discipline. Absences due to illnesses or injuries that qualify under the Family and Medical Leave Act (FMLA) will not be counted against an employee's attendance record. Medical documentation within the guidelines of the FMLA may be required in these instances.

### **Tardiness and early shift leave:**

Excessive tardiness to your job assignment may result in assignment termination. Always contact your site supervisor and Oasis Staffing in the event that you are running late. Leaving your assignment before the end of the scheduled shift must be pre-approved by the site supervisor, preferably at least 24 hours in advance. Leaving the job site prior to the scheduled shift end without approval will be considered a walk-off and will result in immediate termination.

## Dress Code Policy

Appropriate dress and hygiene are important in promoting a positive company image. Therefore, Oasis Staffing expects you to be well-groomed and dressed in a professional manner appropriate to your assignment. Any employee who does not meet the dress and hygiene requirements may be sent home to change. Employees will not be paid for this time. Employees who do not adhere to these rules may be subject to disciplinary action, up to and including termination. This policy is not intended to interfere with any employee's disability or religious beliefs or other rights. If for any reason you require an accommodation, contact your Oasis Staffing representative or Branch Manager.

## Smoke-Free Workplace

It is the policy of Oasis Staffing to prohibit smoking on all company premises in order to provide and maintain a safe and healthy work environment for all employees. The law defines smoking as the

"act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind." Use of an "e-cigarette" is defined by the assigned customer's site policy, but if not specified, it is to be assumed not allowed.

The smoke-free workplace policy applies to:

- All areas of company buildings.
- All company-sponsored off-site conferences and meetings.
- All vehicles owned or leased by the company.
- All visitors (customers and vendors) to the company premises.
- All contractors and consultants and/or their employees working on the company premises.
- All employees, temporary employees and student interns.

Smoking is permitted in parking lots only if allowed by assigned company site policy.

Employees who violate the smoking policy will be subject to disciplinary action up to and including immediate discharge.

## Electronic Communication and Internet Use

The following guidelines have been established for using the Internet, client company-provided phones, cell phones and e-mail in an appropriate, ethical and professional manner:

- Internet, company-provided equipment (e.g., cell phone, laptops, computers) and services may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing or pornographic nature.
- The following actions are forbidden: using disparaging, abusive, profane or offensive language; creating, viewing or displaying materials that might adversely or negatively reflect upon Oasis Staffing, the client company or be contrary to either's best interests; and engaging in any illegal activities, including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and company-provided equipment such as cell phones and laptops.
- Employees may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only.
- Employees must not use the system in a way that disrupts its use by others. Employees must not send or receive large files that could be saved/transferred via thumb drives. Employees are prohibited from sending or receiving files that are not related to work.
- Employees should not open suspicious e-mails, pop-ups or downloads. Contact the customer IT with any questions or concerns to reduce the release of viruses or to contain viruses immediately.
- Internal and external e-mails are considered the customer's business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mails within and outside the company.
- Social Media — Acceptable Use. Employees may only post appropriate and respectful content as related to their job assignment.
- All company-supplied technology and company-related work records belong to the client company and not to the employee. Oasis Staffing and the client company routinely monitor the use of company-supplied technology. Inappropriate or illegal use or communications may be subject to disciplinary action up to and including termination of employment.

## Confidentiality

Our clients and other parties with whom we do business entrust the company with important information relating to their businesses. It is our policy that all information considered confidential will not be disclosed to external parties or to employees without a “need to know.” If an employee questions whether certain information is considered confidential, he/she should first check with his/her immediate supervisor.

This policy is intended to alert employees to the need for discretion at all times and is not intended to inhibit normal business communications.

## Separation of Employment

Separation of employment within an organization can occur for several different reasons. They are as follows:

**Resignation:** Although we hope your employment with us will be a mutually rewarding experience, we understand that varying circumstances cause employees to voluntarily resign from employment with Oasis Staffing. Resigning employees are required to provide a minimum 24 hour or more advance notice (preferably in writing) to facilitate a smooth transition out of the job assignment. If an employee provides less notice than requested, Oasis Staffing may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given.

**Job abandonment:** Employees who fail to report to work or contact their assignment supervisor and Oasis Staffing for three (3) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the third day, and shall be considered self-terminated. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.

**Termination:** Employees of Oasis Staffing are employed on an at-will basis, and the company retains the right to terminate an employee at any time. Non-assigned employees that fail to maintain contact with Oasis Staffing for a period longer than 45 days will be considered self-terminated.

### Return of Oasis Staffing and Customer Property

The separating employee must return all company property at the time of separation, including uniforms, customer-issued equipment, PPE, cell phones, keys, PCs and identification cards. Failure to return some items may result in deductions from the final paycheck. An employee will be required to sign the Wage Deduction Authorization Agreement to deduct the costs of such items from the final paycheck where allowed by law.

### Unemployment Policy

Unemployment compensation insurance is a state government sponsored temporary financial benefit to employees who have lost their jobs due to no fault of their own. The amount of the benefit is based on past work and earnings. Each state has its own set of rules, which outline eligibility criteria and the benefit amount, and Oasis Staffing complies with the state laws. Eligibility is determined by each state’s unemployment agency. Funds to cover the costs of unemployment insurance benefits are paid by employers such as Oasis Staffing.

**Your Responsibilities:** Contact your Oasis Staffing Representative within 24 hours of your assignment ending or your resignation from assignment unless this policy is inconsistent with your state's Unemployment Compensation laws. Failure to contact Oasis Staffing at the end of your assignment or within 24 hours (or as otherwise notified by Oasis Staffing) may result in a voluntary quit and/or the loss of unemployment benefits. State exceptions to the one business day notification period are listed below:

Iowa — Employees must contact Oasis Staffing within three working days of completion of the temporary assignment.

Michigan — Employees must contact Oasis Staffing within seven working days of completion of the temporary assignment.

Minnesota — Employees must contact Oasis Staffing within five working days of completion of the temporary assignment.

Oasis Staffing's responsibilities are as follows:

Oasis will notify its third-party claims administrator of the reason for the end of your assignment and provide documentation as needed. We will also respond to claim forms and requests for information from each state through our third party claims administrator as outlined here in the Oasis Staffing Temporary Employee Handbook 2018.

### **Rehired Employees**

Former employees (break in service greater than one year) who left Oasis Staffing in good standing are classified as eligible for rehire. The employee's application must be updated via the Oasis Staffing web portal or in person at a branch location. The applicant must meet all minimum qualifications and requirements for general employment. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals or any other benefits.

Staffing Service Coordinators must obtain approval from the Branch Manager or VP of Staffing prior to rehiring any employee terminated for cause. An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

## **Compensation**

Oasis Staffing shall comply with the Fair Labor Standards Act and the Equal Pay Act in addition to all other applicable Federal and State laws in regards to wages and compensation.

Compensation is determined by Oasis Staffing and the customer for which the job assignment applies. Compensation shall be determined and presented prior to acceptance of the job assignment by the employee. Factors that establish wages for each position may include:

- Previously established customer compensation history for the position
- Prevailing wage rates, job type, and geography
- Skills requirements
- Work schedule and length of assignment

The federal minimum wage for covered nonexempt employees is \$7.25 per hour effective July 24, 2009. The federal minimum wage provisions are contained in the Fair Labor Standards Act (FLSA). Many states also have minimum wage laws. In cases where an employee is subject to both the state and federal minimum wage laws, the employee is entitled to the higher of the two minimum wages.

The FLSA does not provide wage payment or collection procedures for an employee's usual or promised wages or commissions in excess of those required by the FLSA. However, some states do have laws under which such claims (sometimes including fringe benefits) may be filed. The Department of Labor's Wage and Hour Division administers and enforces the federal minimum wage law.

## Payment of Wages

### **Payroll**

The standard workweek at Oasis Staffing is Monday through Sunday, although some customers may have a different workweek schedule. The standard Oasis Staffing payday is Friday for all employees. Payroll issued on Friday is for hours worked during the previous Monday through Sunday pay period. Timesheets must be submitted to the appropriate person by noon each Monday. Oasis is pleased to offer three payroll options: live check, direct deposit into your established savings/checking account or Paycard. You may elect one of these options at the time of hire, but you retain the option to change the method of payment throughout your employment with Oasis.

The Paycard enrollment process is coordinated by our branch office staff. You will receive additional instructions about enrollment when electing this payroll option.

### **Overtime Pay (non-exempt employees)**

Non-exempt employees who exceed 40 hours of work time in a workweek will be paid time and one-half per federal law.

Paid leave, such as holiday, sick or vacation pay, does not apply toward work time. During busy periods, employees may be required to work extended hours.

Note: Some states require the payment of overtime to be calculated on a daily basis rather than on a workweek basis.

### **Electronic Worked Time Reporting**

If using the Tempworks WebCenter Timeclock, Time Card, or a customer-specific time keeping system, it is the responsibility of each employee to accurately enter in the correct time or punches in said system. In the event of a missed time entry, it is the responsibility of each employee to correct or notify the site supervisor of the need to correct the missed time entry or error. Only the employee may enter time/punch into said systems. Entering/punching in another employee's time entry or having another employee enter/punch in your time is grounds for immediate termination. Any fraudulent time/punch entry made is cause for immediate termination.

### **Individual Time Card Instructions**

1. Write the name of the company to which you are assigned.
2. Print your name.
3. Check box if there is a change of address.

4. Write the change of address.
5. Write the last four numbers of your social security number.
6. Write the date, time started, time ended, lunch period, and total hours for the day.
7. Total the hours worked for the week.
8. Include any time worked over 40 hours below the first total.
9. Sign your name.
10. Date your timesheet for the day you signed.
11. Have your supervisor (client) complete the bottom of your timesheet at the end of the week or at the end of the assignment, whichever comes first. A timesheet with no client signature may delay your paycheck. Give the gold copy to your supervisor.

You are expected to complete the assignment in a professional manner. The manner in which you complete an assignment is not only reflective of you personally but of Oasis Staffing. **DO NOT WALK OFF THE JOB** without contacting us. Call our office before you do anything impulsive.

If you are unable to complete an assignment and leave before the end of the designated shift period without notifying Oasis Staffing, you will receive the minimum wage rate for hours worked that day regardless of the stated pay rate for the job assignment.

### **Review Your Pay Stub**

We make every effort to ensure our employees are paid correctly. When mistakes do happen and are called to our attention, we will promptly make any corrections necessary. Please review your pay stub either online or when you receive it to make sure it is correct. If you believe a mistake has occurred or if you have any questions, please contact your local branch location.

Your electronic pay stub can be found online at <https://webcenter.ontempworks.com/oasis>

## **Holiday Benefit Plan**

You may be eligible for as many as six paid holidays per year provided that you have worked 1,800 hours in the 12-month measurement period prior to the holiday.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Contact your Oasis Staffing Service Representative with questions regarding holiday benefit plans. To qualify for a holiday benefit payment, you must meet all of the following requirements:

- Worked, and be paid for, 1,800 hours prior to the holiday
- Work the scheduled day before and after the holiday.

Please do not enter any hours for holiday pay on your Time Card or WebCenter. Oasis Staffing will process holiday pay for eligible associates separately, two weeks after the holiday. Holiday pay will be equivalent to eight regular hours at your current pay rate.

The Holiday Benefit Plan may be cancelled or modified at any time at the discretion of Oasis Staffing.

## Paid Sick Leave Laws

This section only applies to state, county, and municipal authorities where a Paid Sick Leave Law has been enacted.

The stated purpose of the law is to “promote a healthier environment at work, school, and in public by ensuring that employees are provided with paid leave time for purposes of health care and safety.” Certain states such as California, Connecticut, Vermont, Massachusetts, Arizona, and Oregon all have requirements where the employer is required to allow employees that work 30 hours or more per week to accrue and use at least 24 hours (or three days) of earned sick time in a 12-month period. Some municipalities/counties allow for up to 40 hours of Paid Sick Leave. Oasis Staffing will comply with each specific requirement in regards to paid sick leave. Accrued paid sick leave may carry over from year to year, but may be subject to a cap.

Due to constant updates and additions to these laws, the affected states, counties, and municipalities listed above are not meant to be all inclusive. Contact your Staffing Services Coordinator to determine which law may apply to you.

## Loyalty Service Award

The purpose of the Loyalty Service Award is to give all Oasis Staffing temporary employees the opportunity to earn a financial incentive for dedicated, long-term employment. The Loyalty Service Award helps Oasis Staffing maintain a motivated and stable workforce for our customers. Eligible employees will receive the Loyalty Service Award payment based on the following:

- Accrual towards the Loyalty Service Award benefit begins on the first worked day for the first assignment. That day shall be considered the employee’s “Anniversary date.”
- The employee must accrue 1,800 hours during the 12-month period following the anniversary date.
- Benefit accrual only applies to the first 1,800 hours achieved. Hours worked after the 1,800 hour threshold will not apply toward additional pay. Once the employee has worked one year, a new Loyalty Service Award cycle will begin.
- A two percent (2%) payout of the employee’s total earnings (excluding Loyalty Service Award payment and Holiday Pay) for the applicable period.
- This 2% payment is inclusive of all overtime compensation, as the 2% will also be applied to all overtime payments.

Calculated as Follows: (Current Hourly Wage x 1,800 hours) x 2%

Example: \$10.00/hr. x 1,800 = \$18,000

\$18,000 x 2% = \$360

- Employees will be paid automatically upon achieving the benefit threshold within 14 days of the next payroll cycle. Hours worked do not carry over from one Loyalty Service Award period to another.

Oasis Staffing reserves the right to amend, modify, or terminate this discretionary plan at any time. Employees not satisfying the conditions are not eligible for this Loyalty Service Award or any portion thereof, as this plan prohibits any portion of the Loyalty Service Award from vesting on a pro-rated basis. If you have questions, please contact your local Oasis Staffing office.

## Oasis Staffing WebCenter

WebCenter is an internet accessible employee portal that grants the employee access to work assignment information and past pay history, including pay stubs. WebCenter can also be used to access the Oasis Staffing job board, to mark yourself "available" for work assignments, and basic communication directly with Oasis Staffing.

- To access the WebCenter portal, go to [www.oasisstaffing.com](http://www.oasisstaffing.com) and click on either "CHECKING IN" or "SEE MY INFO" and enter your user name and password (created when you applied). Contact your local branch for assistance.
- In WebCenter you will be able to perform the following:
  - Update your mailing address, email contact, and phone number
  - Change your own WebCenter password
  - Contact your Oasis Staffing representative via email
  - Manage your notifications
  - Upload your resume
  - View your Oasis Staffing NEO Documents
  - View current and past assignments
  - View and download the most current Oasis Staffing Handbook
  - Create and submit Time Cards to customers using the web portal
  - View past pay history
  - View most current Job Postings
- Refer to the TempWorks WebCenter Employee User Guide for specific instructions.

## Privacy Policy

Your personal data is important to us, and it is our policy to respect the confidentiality of information and the privacy of individuals. We may collect and hold personal data of persons/entities including, but not limited to:

- Job application
- Documents and forms required for employment
- Visiting our website

Recipients of medical information may not further disclose such medical information to other individuals unless it is directly related to management, Internal Human Resources, Benefits, or required by Oasis company policy, or required or permitted by law.

We regard breaches of your privacy very seriously, and we have implemented measures to secure and protect your information, such as training our employees who handle your personal data to respect the confidentiality of such personal data and your privacy, storing personal data in a combination of secure computer storage facilities and paper based files and other records, taking steps to protect the personal data we hold from misuse, loss, unauthorized access, modification or disclosure.

## Medical and Supplemental Insurance

Oasis Staffing offers two medical plan options provided by Essential StaffCare. Plans include a Minimum Essential Coverage (MEC) Wellness / Preventative Plan and a Fixed Indemnity Medical Insurance Plan. You may enroll in one or both plans. Additional benefit options are available with the Fixed Indemnity Medical Insurance Plan. For questions and network information, please see the plan FAQs at [EssentialStaffcare.com](http://EssentialStaffcare.com) or call Essential StaffCare Customer Service at 1-866-798-0803.

## Civil Unions and Domestic Partners

[Note: Check with state regulations/laws as well as benefit plan documents before using this policy.]

Civil Unions are persons who:

- Are at least 18 years of age and of the same biological gender.
- Have participated in a legally recognized civil union ceremony in a state which legally allows and recognizes same-sex civil unions.

Domestic partners are persons who:

- Are at least 18 years of age and of the same gender.
- Are not legally married to any person and are not related in any way that would prohibit marriage in the company's state of operation.
- Share permanent residence.

Domestic partners must have two of the following:

- Joint lease, mortgage or deed.
- Joint ownership of a vehicle.
- Joint ownership of a checking account or credit account.
- Designation of the domestic partner as beneficiary for the employee's life insurance or retirement benefits.
- Shared household expenses.

Company registration of a domestic partnership will be required for coverage under company benefits.

- An employee who wishes to register a domestic partnership must contact the Human Resource department for information and the registration form. Upon receipt of a properly completed form, the department will consider the partnership registered as of the date on the form's signature line.
- Children of domestic partners are eligible for benefits under the same conditions as are the children of employees' legal spouses.
- Enrollment of domestic partners and eligible dependent children is subject to the same rules as enrollment of other dependents.
- Domestic partners and their enrolled dependents receive the same or equivalent benefits as spouses, and their enrolled dependents receive group continuation health coverage through COBRA and/or individual conversion.
- An employee may terminate a domestic partnership by notifying Human Resources in writing of the termination of the domestic partnership within 30 days of its termination.

The tax consequences of a domestic partnership are the responsibility of the employee. The value of benefits provided to an employee's domestic partner (and to the domestic partner's eligible children, if any) is considered part of the employee's taxable income, unless the employee's domestic partner qualifies as a dependent under Section 152 of the Internal Revenue Code.

Questions regarding this policy should be directed to the local Oasis Staffing Branch Manager.

## Family and Medical Leave Act (FMLA)

Upon hire, Oasis Staffing provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities Under the Family and Medical Leave Act .

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns or disputes with this policy, you must contact in writing:

**Bob Murphy, Vice President of Staffing**  
252 N. Mosley  
Wichita, KS 67202  
316-262-8222

### **General Provisions**

Under this policy, Oasis Staffing will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

### **Eligibility**

To qualify to take family or medical leave under this policy, the employee must meet the following conditions:

- The employee must have worked for the company for 12 months or 52 weeks. The 12 months or 52 weeks need not to have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to start. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
- The employee must work in a work site where 50 or more employees are employed by the company within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route.

## **Type of Leave Covered**

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- The birth of a child and in order to care for that child
- The placement of a child for adoption or foster care and to care for a newly placed child
- To care for a spouse, child or parent with a serious health condition
- The serious health condition (described below) of the employee

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or as a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy or under the company's sick leave policy are encouraged to consult with their local Oasis Staffing Branch Manager.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the company may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

- Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: a) short-notice deployment, b) military events and activities, c) child care and school activities, d) financial and legal arrangements, e) counseling, f) rest and recuperation, g) post-deployment activities, and h) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

- A "parent of a covered service member" means a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term may not include parents "in law."

- Under the FMLA, a “spouse” means a husband or wife of a legal marriage as defined or recognized by the state where the marriage was entered into and specifically includes individuals in same-sex marriages.

*Covered active duty means:*

- In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country.
- In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in Title 10 U.S.C. §101(a)(13)(B).

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee’s 12-week maximum of FMLA leave in a 12-month period.

- Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.

*Next of kin is defined as the closest blood relative of the injured or recovering service member.*

The term *covered service member* means:

- A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy or is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- A veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

The term *serious injury or illness* means:

- In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or that existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank or rating.
- In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on an active duty in the Armed Forces (or that existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

### **Amount of Leave**

An eligible employee may take up to 12 weeks for the first five FMLA circumstances above (under heading "Type of Leave Covered") under this policy during any 12-month period. The company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of time the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave circumstance above during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If spouses both work for the company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the spouses may only take a combined total of 12 weeks of leave. If spouses both work for the company and each wishes to take leave to care for a covered injured or ill service member, the spouses may only take a combined total of 26 weeks of leave.

### **Employee Status and Benefits During Leave**

While an employee is on leave, the company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

### **Employee Status After Leave**

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider.

### **Use of Paid and Unpaid Leave**

All paid vacation, personal and sick leave runs concurrently with FMLA leave.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

### **Intermittent Leave or a Reduced Work Schedule**

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced-hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

### **Certification for the Employee's Serious Health Condition**

The company will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Oasis may directly contact the employee's health care provider or family member's health care provider for verification or clarification purposes using a health care provider, an HR professional, leave administrator or management official. Oasis will not use the employee's direct supervisor for this contact. Before Oasis makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the company will obtain the employee's permission for the clarification of individually identifiable health information.

Oasis has the right to ask for a second opinion if it has reason to doubt the certification. Oasis will pay for the employee or employee's family member to get a certification from a second doctor, which Oasis will select. Oasis may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve conflict between the original certification and the second opinion, Oasis will require the opinion of a third doctor. Oasis and the employee will mutually agree upon the health care provider, and Oasis will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to Leave and Benefits under the FMLA pending the second and/or third opinion.

#### **Certification for the Family Member's Serious Health Condition**

The company will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

#### **Certification of Qualifying Exigency for Military Family Leave**

The company will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

#### **Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave**

The company will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

#### **Recertification**

The company may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the company may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence.

### **Procedure for Requesting FMLA Leave**

All employees requesting FMLA leave must provide the Staffing Services Coordinator with verbal or written notice of the need for the leave. Within five business days after the employee has provided this notice, the Staffing Services Coordinator will provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the company's usual and customary notice and procedural requirements for requesting leave.

### **Designation of FMLA Leave**

Within five business days after the employee has submitted the appropriate certification form, the Staffing Service Coordinator will provide the employee with a written response to the employee's request for FMLA leave.

### **Intent to Return to Work from FMLA Leave**

The company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

### **Safe Harbor Policy**

It is Oasis' policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that you are paid properly for all time worked and that no improper deductions are made, you must record correctly all work time and review your paychecks promptly to identify and to report all errors.

## **Military Leave**

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) guarantees employees the right to take a leave of absence to serve in the military and to return to their job with accrued seniority and other employment protections. The Act also prohibits employment discrimination based on past, current or future military obligations including:

- Hiring or Re-employment
- Promotion
- Termination
- Benefits

## **Voting Leave**

All employees should be able to vote either before or after regularly assigned work hours; however, when this is not possible due to work schedules, employees will be allowed two (2) hours of unpaid time during the workday to vote.

## **Jury Duty**

If you are required to serve on a jury, Oasis Staffing will comply with any laws to restore you to

either the same or an alternate assignment, or pay for service time where applicable. Every attempt will be made to return you to the same or an alternate assignment upon completion of jury duty; however, this may not always be feasible. Time missed due to jury duty is unpaid.

## Bereavement Leave

An employee who wishes to take unpaid time off due to the death of an immediate family member should notify his or her supervisor immediately. Bereavement leave will be granted unless there are unusual business needs or staffing requirements. Employees are required to provide proof for the need of bereavement leave.

Unpaid bereavement leave is granted according to the following schedule:

- Employees are allowed three days of unpaid leave in the event of the death of the employee's spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, stepfather, stepmother, stepbrother, stepsister, stepson or stepdaughter, grandfather or grandmother.

## Workplace Safety

### **Drug-Free Workplace**

Oasis Staffing has a longstanding commitment to provide a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of employees and to the security of our equipment and facilities. For these reasons, Oasis Staffing is committed to the elimination of drug and/or alcohol use and abuse in the workplace.

### **Drug-Free Awareness**

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their Oasis Staffing representative. Employees should not, however, disclose underlying medical conditions unless directed to do so by a medical professional.

## Safety

It is the responsibility of each employee to conduct all tasks in a safe and efficient manner. Employees must comply with all local, state and federal safety and health regulations, as well as program standards, and with any special safety concerns for use in a particular area or with a client. Each newly hired or rehired employee is required to watch the comprehensive General Safety Orientation video prior to placement on their first job assignment. In addition, employees may be required to complete additional safety training as required by the site customer.

Although most safety regulations are consistent throughout each department and program, each employee has the responsibility to identify and familiarize herself/himself with the emergency plan for his/her working area. Each facility shall have posted an emergency plan detailing procedures in handling emergencies such as fire, weather-related events and medical crises.

It is the responsibility of the employee to alert Oasis Staffing and their immediate supervisor for

each safety and health infraction that occurs by an employee or that the employee witnesses. Failure to report such an infraction may result in employee disciplinary action, including termination. Furthermore, management requires that every person in the organization assumes the responsibility of individual and organizational safety. Failure to follow company safety and health guidelines or engaging in conduct that places the employee, client or company property at risk can lead to employee disciplinary action and/or termination.

The Vice President of Staffing and Branch Managers shall have the responsibility to develop and the authority to implement the safety and health program in the interest of a safer work environment.

## General Safety Compliance Training

Each employee will be required to watch a general safety awareness orientation video, which shall be completed as part of the New Employee Onboarding process. The employee shall sign a Safety Training Acknowledgement form, which shall be kept in the employee's document file.

### **General Safety Compliance Training (all employees)**

- Safety Introduction
- Slips, Trips and Falls
- Back Safety
- Blood Borne Pathogens
- Lockout/Tag-out
- Fire Safety
- Evacuation
- Summary

### **Specific Safety Compliance Training (job specific)**

- Forklift Safety
- Emergency Action Plan
- Chemical Handling
- Electrical Safety
- Ergonomics
- Machine Guarding
- DOT Hazardous Materials

## Work Rules

The safety rules listed below are the minimum guidelines for working safely on your assignment.

- The customer site representative is responsible for your site training and is responsible to maintain a safe work environment for all employees per OSHA regulations.
- Whenever you are involved in any accident that results in personal injury or damage to property, no matter how small, the accident must be immediately reported to your supervisor and Oasis Staffing. Oasis Staffing will coordinate with the client the proper procedure for medical treatment and reporting the accident.
- Immediately report to your supervisor any emergency or hazardous condition or practice you think might cause injury to yourself or your co-workers or damage to equipment.
- Do not operate any equipment that in your opinion is not in safe condition. Report any

hazardous conditions to your supervisor and Oasis Staffing.

- Do not operate any equipment that you are not familiar with or have not been trained to operate. You may not operate or drive any motor vehicles including loaders, forklifts, cars, trucks, etc. unless previously approved by Oasis Staffing. Call Oasis Staffing if you have any questions or concerns.
- All prescribed safety and personal protective equipment must be inspected daily and be maintained in working condition and used when required.
- Obey all company rules, government regulations, signs, markings, and instructions. Be familiar with those that apply to you. If you don't know, ask your site supervisor and/or Oasis Staffing representative.
- When lifting, use only the approved lifting technique: bend your knees, grasp the load firmly, then raise the load, keeping your back as straight as possible and pushing up with your legs. Get help for heavy loads.
- Avoid distracting others and do not engage in rough-housing or horse-play.
- Only use the proper tools and equipment for the job. Use them safely and only when authorized. If the proper tools are unavailable, notify your supervisor.
- The use of drugs and/or alcoholic beverages as per Oasis Staffing's Drug Free Work Place Policy (see Substance Abuse Policy) on client property is prohibited. Smoking restrictions must also be observed.

## Anti-Harassment Policy and Complaint Procedure

Oasis Staffing is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, Oasis Staffing encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of Oasis Staffing to promptly and thoroughly investigate such reports. Oasis Staffing prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

### Definitions of Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example 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 by an individual 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.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law or that of his/her relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that degrades or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace on company time or using company equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.

### **Complaint Process**

Individuals who believe they have been the victims of conduct prohibited by this policy statement or who believe they have witnessed such conduct should discuss their concerns with their immediate site supervisor and Oasis Staffing Branch representative.

When possible, Oasis Staffing encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. Oasis Staffing recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

Oasis Staffing encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, when necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

False and malicious complaints of harassment, discrimination or retaliation may be the subject of appropriate disciplinary action.

## Workplace Bullying

Oasis Staffing defines bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.”

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that the company will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. Oasis Staffing considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person’s work area or property.
- **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

## Open Door Policy

The company strongly encourages and supports open communication among employees and Oasis Staffing representatives. Employees should feel free to make suggestions, ask questions and/or share concerns to their Branch Oasis Staffing representative or manager.

## Violence in the Workplace

**All employees, customers, vendors and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others.** Oasis does not tolerate violence in the workplace. Violence includes but is not limited to physical altercations, coercion, pushing or shoving, horseplay, intimidation, stalking, and threats of violence or comments about violence. Employees should be careful to not make jokes or off hand remarks about violence.

If an employee or other individual who is on Oasis premises behaves in a potential threatening manner, or in behavior consistent with the above, Oasis reserves the right to take appropriate and immediate action including notification of local authorities.

Oasis Staffing resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace. Oasis Staffing treats threats coming from an abusive personal relationship as it does other forms of violence.

## Reporting of Workplace Violence

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a supervisor, security personnel, human resources, and Oasis Staffing. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident. If you feel that you or someone at the work site is in eminent danger, call the local police department (911) immediately.

Employees should promptly inform their Oasis Staffing representative of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to intimate partner violence.

Oasis Staffing will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. Oasis Staffing will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, Oasis Staffing may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

Oasis Staffing encourages employees to bring their disputes to the attention of the company before the situation escalates. Oasis Staffing will not discipline employees for raising such concerns.

## Weapons Policy

Unless otherwise prohibited by state laws, it is the policy of Oasis Staffing that weapons of any kind, whether or not concealed, are prohibited on Oasis Staffing's or customer premises. Employees who carry a weapon on these premises are subject to immediate termination of employment.

# Addendum A

## *Fair Credit Reporting Act*

Para informacion en espanol, visite [www.ftc.gov/credit](http://www.ftc.gov/credit) o escriba a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

### **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment — or to take another adverse action against you — must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.
- In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need — usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).
- **States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:**

TYPE OF BUSINESS: CONTACT: Consumer reporting agencies, creditors and others not listed below  
 Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580  
 1-877-382-4357 National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name) Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743 Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks) Federal Reserve Consumer Help (FRCH) P O Box 1200 Minneapolis, MN 55480 Telephone: 888-851-1920 Website Address: [www.federalreserveconsumerhelp.gov](http://www.federalreserveconsumerhelp.gov) Email Address: [ConsumerHelp@FederalReserve.gov](mailto:ConsumerHelp@FederalReserve.gov)  
 Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name) Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929 Federal credit unions (words "Federal Credit Union" appear in institution's name) National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600  
 State-chartered banks that are not members of the Federal Reserve System Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342 Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306 Activities subject to the Packers and Stockyards Act, 1921 Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7



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